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COVER PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVERSIDE WALK

GIVEN BY WATERMARK-KLEWOW GROUP, LTD. and JOINED BY RIVERSIDE WALK
HOMEOWNERS ASSOCIATION, INC.

DATED JULY 25TH, 1995

W/C TRI-COUNTY for: --

ALAN J. POLIN, P.A.
1999 University Dr., Suite 202
Coral Springs, FL 33007

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Return recorded document to:
Jonathan A. Yellin, Esq.
The Yellin Law Firm
10100 West Sample Road, Suite 101
Coral Springs, FL 33065
(954) 376-4812 Office
(954) 333-3562 Fax

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIVERSIDE WALK**

WE HEREBY CERTIFY that the attached amendment to the Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 23736 at Page 929 of the Public Records of Broward County, Florida, as subsequently amended in Official Records Book 24915 at Page 165, relating to and encumbering that certain land more particularly described below, was duly adopted in the manner provided in Article 15, Section 15.3(C) of the Declaration of Covenants, Condition and Restrictions, by affirmative vote of a majority of all members / owners at a duly noticed meeting of the membership on August 16, 2012;

A portion of Parcel "N", "Oak Wood", according to the Plat thereof, as recorded in Plat Book 80 at Page 39 of the Public Records of Broward County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, we have set our hands and seals on this 17 day of August 2012.

Signed, sealed and delivered
in the presence of:

Sign *Marjorie Suarez*

Print Marjorie Zvolenski

Sign *CPH*

Print Marjorie Suarez

RIVERSIDE WALK HOMEOWNERS
ASSOCIATION, INC.

By: *[Signature]*
President

STATE OF FLORIDA :
: SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Andrew Lee, well known to me to be the President of Riverside Walk Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation and that they acknowledged executing the same voluntarily under the authority duly vested in them be said Corporation.

Dated at Broward County, Florida this 17 day of August 2012

Jane M. Brock
NOTARY PUBLIC, STATE OF FLORIDA

(Seal)
My Commission Expires:

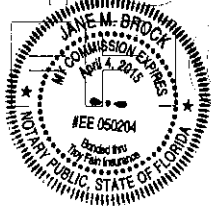


EXHIBIT "A"

AMENDMENT TO DECLARATION OF COVENANTS
RIVERSIDE WALK HOMEOWNERS ASSOCIATION, INC.

(Additions shown by underlining; deletions by "---")

Article 14.1 of the Declaration to be amended as follows:

14.1 ~~Notice of Sale or Lease~~ Approval of Transfer An Owner shall notify the Association in writing of the Owner's intention to sell ~~or lease~~ the Owner's Home. Prior to occupying the Home, the purchaser ~~or lessee~~ shall execute a document acknowledging the the purchaser ~~or lessee~~ takes title subject to and agrees to abide by the rules and regulations. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the purchaser ~~or lessee~~.

A. An Owner intending to make a bona fide transfer or sale of his or her Home shall give to the Association a written notice of intention to transfer, together with the name and address of the intended purchaser or transferee and such other information as the Association may reasonably require, which may include a personal interview with the prospective purchaser, at the discretion of the Board. In addition, the Board may require the payment of a transfer fee in an amount not to exceed the highest amount allowed by law as the law might be amended from time to time. In the event an application to purchase or transfer is not approved then the sale or transfer shall not be made. The Association may disprove the sale or transfer for any lawful reason, including lack of creditworthiness of the purchaser or transferee, prior evictions, criminal history, and poor or insufficient employment and residential references. In the event the Association disproves any transfer, the Association shall have no obligation to purchase the Home or propose a substitute purchaser or transferee.

B. The Association shall not require approval of a transfer of interest between domestic partners or spouses. The Association shall not require approval of any person or entity that obtains title through operation of a will or trust. The Association shall not require approval of any party or entity acquiring title through judicial sale or by deed in lieu of foreclosure. However, the Association shall require approval as set forth in Paragraph A above and Article 14.2 of any subsequent purchaser or lessee taking an interest from the party or entity that acquired title through judicial sale or from a deed in lieu of foreclosure.

Article 14.2 of the Declaration to be amended as follows:

14.2 Approval of Leases Any and all leases for the occupancy of a Home shall be in writing, shall have a minimum initial term of not less than ninety (90) days, and must provide that the tenancy shall be subject in all respects to the Community Documents and that any failure by the lessee to comply with such terms and conditions

shall be a material default and breach of the lease. Should the Association acquire title to a unit through foreclosure of a lien for assessments, the Association may enter into a lease of any length. The lease shall also state who will be responsible for the assessments. Unless provided to the contrary in a lease, and Owner, by leasing the Owner's Home, automatically delegates the Owner's right to use and enjoy the Common Area and facilities to the Owner's lessee. In so doing, the Owner relinquishes such rights during the term of the lease.

A. An Owner intending to make a bona fide lease of his or her Home shall give to the Association a written notice of intention to lease, together with the name and address of the intended lessee and such other information as the Association may reasonably require, which may include a personal interview with the prospective lessee, at the discretion of the Board. In addition, the Board may require the payment of a transfer fee in an amount not to exceed the highest amount allowed by law as the law might be amended from time to time. In the event a lease or prospective lessee is not approved the lease shall not be made. The Association may disprove the lease for any lawful reason, including lack of creditworthiness of the lessee, prior evictions, criminal history, and poor or insufficient employment and residential references.

B. No lease may be renewed, extended or continued beyond one (1) year without the express approval of the Association. No less than thirty (30) days prior to the expiration of the lease, an Owner must make a written request for approval of the renewal or extension of a lease. Approval will be liberally granted unless a lessee, visitor or guest has been disruptive within the Community. Disruptive behavior includes: failure to maintain property in an aesthetically pleasing manner; failure to follow traffic rules; failure to observe rules relating to amenities; vandalism, misuse, theft or destruction of Community property or private property; engagement in criminal activity of any kind; noise disturbances and pet violations.

C. No lease will be approved unless and until the Owner has held title for at least one (1) consecutive year.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVERSIDE WALK

This DECLARATION is made this 25th day of July, 1995 by WATERMARK-KLEWOW GROUP LTD., a Florida limited partnership, its successors and assigns (the "Declarant") and joined in by RIVERSIDE WALK HOMEOWNERS ASSOCIATION, INC. (the "Association");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Broward County, Florida, particularly described in Exhibit "A" attached hereto; and

WHEREAS, Declarant is developing a planned residential community of single-family zero-lot line homes on the Property (the "Community"); and

WHEREAS, Declarant desires to subject the Community to the covenants, conditions and restrictions set forth herein (the "Declaration"); and

WHEREAS, the Association has been created to manage, operate, repair and maintain certain portions of the Community and to collect and pay certain expenses;

NOW, THEREFORE, the Declarant, joined by the Association, declares that the Community is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the land comprising the Community, and be binding on all parties having any right, title or interest in the Community of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The terms used in Declaration and in the Articles of Incorporation and By-Laws of the Association (collectively, the "Community Documents") shall be defined as follows, unless the context requires otherwise:

1.1 Association means Riverside Walk Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. The Association is not a condominium association. The Association is responsible for administering the Community.

1.2 Common Area(s) means all real property located within the Community, including any improvements and fixtures thereon, owned, leased or the use of which has been granted to the Community Association for the common use and enjoyment of the Site Owners. The Common Area includes Tract "A" (Recreation Area), Tract "B" (Ingress, Egress and Utility Area), the landscape buffers, and any wall or fence erected by the Declarant or the Association along the Coral Springs Improvement District Canal L-102.

1.3 Common Expenses include

A. Expenses of administration and management of the Common Area, and of the Association, including but not limited to compensation paid by the Association to a manager, accountant, attorney, or other employee.

B. Expenses of maintenance, operation, repair or replacement of the Common Area, and of the portions of the Sites required to be maintained by the Association.

W/C TRI-COUNTY for: --

ALAN J. POLIN, P.A.
1999 University Dr., Suite 202
Coral Springs, FL 3307

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C. The costs of carrying out the powers and duties of the Association, including hazard and liability insurance premiums.

D. Expenses declared Common Expenses by the provisions of this Declaration.

E. Any valid charge against the Common Area as a whole.

1.4 Community means the planned residential community of single-family zero-lot line residences located on the property described in the attached Exhibit "A" and known as Riverside Walk. Together, the Sites and the Common Area comprise the Community.

1.5 Community Documents means this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and the rules and regulations promulgated by the Association, collectively. The Community Documents do not include the Association's annual operating budget.

1.6 Declarant means Watermark-Klemow Group, Ltd., its successors, designees, nominees and assigns, particularly including but in no way limited to successors through mortgage foreclosure or grantees of deeds given in lieu of foreclosure, unless the context otherwise requires.

1.7 Declaration means this document, as it may be amended from time to time.

1.8 Design Review Committee means the body established by the Community Association to administer the Design Review Standards to control the design and location of all Structures and other work within Riverside Walk.

1.9 Design Review Standards means the standards established from time to time by the Community Association for the control of the design and location of all Structures and other work within Riverside Walk.

1.10 Home means a single-family residential housing unit constructed on a Site. A Home is a Structure located on a Site.

1.11 Institutional Mortgage Means (a) a lending institution having a first mortgage lien upon a Site including any of the following institutions: a Federal or State savings and loan or building and loan association, a national, state, or other bank or real estate investment trust, or mortgage banking company doing business in the State of Florida or a life insurance banking company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Association, Federal Housing Administration and Veterans Administration and such other secondary Mortgage Market Institution as the Association shall hereafter approve in writing which has acquired a first mortgage upon a Site; or (c) any and all investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon, the Community and who have a mortgage lien on all or a portion of the Community securing such loan.

1.12 Site means a parcel of real property within the Community upon which a home is intended to be constructed. As the context requires, the term may also refer to the land comprising the Site and the improvements located on the Site.

1.13 Owner means the record owner of a Site, but excludes those having an interest in a Site merely as security for the performance of an obligation.

1.14 Structure means that which is built or constructed, or any work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof." The term "Structure" includes walls, fences and mailboxes.

ARTICLE 2
EXHIBITS

- 2.1 Exhibit "A" - The legal description of the Community.
- 2.2 Exhibit "B" - The legal description of Tract "A" (Recreation Area) and Tract "B" (Ingress, Egress and Utility Area) and a site plan which graphically depicts Tracts A, B, the landscape buffers and the proposed wall or fence along the Coral Springs Improvement District Canal L-102.
- 2.3 Exhibit "C" - The Articles of Incorporation of the Association.
- 2.4 Exhibit "D" - The By-Laws of the Association.

ARTICLE 3
EASEMENTS

Easements are expressly provided for and reserved in favor of the Declarant, the Owners, their lessees, their guests and invitees, as follows:

3.1 Common Area. The Declarant hereby grants a perpetual non-exclusive easement to the Association and to the Owners, their families, guests, and lessees upon, over, and across the sidewalks, walkways, and rights-of-way and other Common Areas.

3.2 Easement to City of Coral Springs and Utility Companies. A non-exclusive easement is hereby granted to the appropriate authorities of the City of Coral Springs and appropriate utility companies for ingress and egress over and upon the Common Area for the purpose of providing police, fire protection, and other emergency services and utility services to the Sites and the Common Area.

3.3 Easement for Utilities and Drainage. A non-exclusive easement for the installation and maintenance of drainage facilities and utility services, including, but not limited to sanitary and storm sewer water, electricity, gas and telephone is hereby granted by the Declarant and the Association over, under or upon the Common Area to the Association and to those public and private entities responsible for providing such services. If any of such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to the Sites or any portion of the Community prior to the conveyance of the Sites by the Declarant to the Owners, the Owners hereby grant the Declarant and the Association a power of attorney to grant any such easements with respect to the Site owned by such Owner for the benefit of the property subject to the Declaration. The foregoing power of attorney shall be coupled with an interest and shall be irrevocable. No improvements, plants or other materials shall be permitted which shall interfere with or obstruct the installation, maintenance or use of such drainage or utility facilities, including, but not limited to the direction and volume of the flow through such drainage facilities. Owners shall not be permitted to install or construct any improvement on the easement areas designated as Tract "B" - Ingress, Egress and Utility Area.

3.4 Easement for Maintenance and Repair of Sites. The Association, and its agents, employees and independent contractors, shall have the right to enter upon any Site to the extent necessary for the purpose of maintaining, repairing and replacing the improvements situated on such Site which are the responsibility of the Association and shall further have the right to enter upon any Site to the extent necessary for the purpose of maintaining, repairing and replacing Common Areas. In either case, the Association, or such agent, employee or independent contractor shall not be guilty of any trespass. The Declarant has the right but not the obligation to so act on the behalf of the Association if the Association fails to do so.

3.5 Easement for Maintenance and Repair of the Common Area. Until such time as the Declarant conveys the Common Area to the Association, the Association and its agents, employees and independent contractors shall have the right to enter upon the Common Area for

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3.3 Easement for Utilities and Drainage. A non-exclusive easement for the installation and maintenance of drainage facilities and utility services, including, but not limited to sanitary and storm sewer water, electricity, gas and telephone is hereby granted by the Declarant and the Association over, under or upon the Common Area to the Association and to those public and private entities responsible for providing such services. If any of such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to the Sites or any portion of the Community prior to the conveyance of the Sites by the Declarant to the Owners, the Owners hereby grant the Declarant and the Association a power of attorney to grant any such easements with respect to the Site owned by such Owner for the benefit of the property subject to the Declaration. The foregoing power of attorney shall be coupled with an interest and shall be irrevocable. No improvements, plants or other materials shall be permitted which shall interfere with or obstruct the installation, maintenance or use of such drainage or utility facilities, including, but not limited to the direction and volume of the flow through such drainage facilities. Owners shall not be permitted to install or construct any improvement on the easement areas designated as Tract "B" - Ingress, Egress and Utility Area.

3.4 Easement for Maintenance and Repair of Sites. The Association, and its agents, employees and independent contractors, shall have the right to enter upon any Site to the extent necessary for the purpose of maintaining, repairing and replacing the improvements situated on such Site which are the responsibility of the Association and shall further have the right to enter upon any Site to the extent necessary for the purpose of maintaining, repairing and replacing Common Areas. In either case, the Association, or such agent, employee or independent contractor shall not be guilty of any trespass. The Declarant has the right but not the obligation to so act on the behalf of the Association if the Association fails to do so.

3.5 Easement for Maintenance and Repair of the Common Area. Until such time as the Declarant conveys the Common Area to the Association, the Association and its agents, employees and independent contractors shall have the right to enter upon the Common Area for

reasonably intended in accordance with the terms of this Declaration and the Community Documents.

5.3 Declarant's Rights. The Declarant shall have the right, in its sole discretion, to alter the boundaries of the Common Area and any improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by the Declarant for the best interest of the Community without the joinder or consent of any person, including, without limitation, the Association or the Owners for so long as the Declarant shall own such property.

5.4 Uses. The Common Area shall be kept maintained and used as set forth in this Declaration and as follows:

A. "Landscape Buffers" means the Common Area designated for use as Landscape Buffers in Exhibit "B" attached hereto and as designated on the property plan, or otherwise by the Declarant, which shall be maintained in accordance with the improvement thereof by the Declarant or the requirements of applicable governmental agencies. The Declarant, for so long as the Declarant shall own any portion of the Community, shall have the right to modify its plan for beautification of the Community and specifically to modify the appearance of Landscape Buffers, and thereafter the Association shall have the same right as long as the general quality of such beautification plan is not materially and detrimentally changed.

B. "Drainage Areas" means the Common Area designated as drainage areas, drainage easements or canal easements (collectively, "Drainage Areas") on the property plan, by recorded easement or otherwise by the Declarant, which shall be kept and maintained for irrigation, drainage or beautification purposes and for the installation, maintenance, construction and repair of utility facilities in a manner consistent with the original design thereof by the Declarant and in accordance with the requirements of applicable governmental authorities.

C. "Roadways" means the Common Area designated as Tract "B" - Ingress, Egress and Utility Area as set forth in Exhibit "B" as attached hereto and as designated on the property plan, or otherwise by the Declarant, and all improvements thereon including, but not limited to entranceways, street lights, bike paths and walkways, which shall be kept and maintained by the Association or its designee as private roadways to provide a means of ingress and egress (i) to and from publicly dedicated streets and (ii) between and among all portions of the Community for the use of the Declarant, the Association, the Owners, and their family members, guests, licensees, lessees, their family members, guests and invitees and all governmental and quasi-governmental agencies and service entities having valid jurisdiction over the Community while engaged in their respective functions.

5.5 Use of the Common Area. The Common Area shall be for the non-exclusive use of the Declarant, the Association, the Owners, and their family members, guests, licensees, lessees, their family members, guests and invitees.

5.6 Conveyance of the Common Area.

A. **Time.** The Declarant agrees that the Declarant shall convey to the Association fee simple title to the Common Area in "as is" condition subject to: The Community Documents, real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record. The Declarant shall convey to the Association by quit-claim deed all portions of the Common Area not previously conveyed to the Association, on or before the date on which Site Owners are entitled to elect a majority of the members of the Board of Directors of the Association (such date shall hereinafter be referred to as the "Transfer Date" as more particularly described in Section 3.3 of the "By-Laws"). That notwithstanding, the Declarant may convey all or portions of the Common Area to the Association at such earlier time as the Declarant may determine. The Association agrees to accept in "as is" condition the conveyance of the Common Area and the personal property and improvements thereon as appurtenant thereto, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Areas or portions thereof and other personal property and

improvements thereon. All costs and expenses of such conveyance shall be paid for by the Association.

B. Declarant Approval. Except as is hereinafter provided, once title to the Common Area, or any portion thereof, becomes vested in the Association, such Common Area and the improvements thereon shall not be abandoned, partitioned, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the Declarant and not less than a majority of the Owners and a majority of the Institutional Mortgagees (based upon one vote for each first mortgage encumbering a Site owned, as shown by the Public Records). The last preceding sentence shall not be applicable to nor prohibit the Association from granting such easements as are reasonably necessary or appropriate for the Community in a manner consistent with the provisions of the Community Documents.

5.7 Real Estate Taxes. The Association shall at all times pay the real property ad valorem taxes on the Common Area and pay any governmental liens assessed against the Common Area provided such property is separately assessed for such real property taxes or governmental liens rather than being included within the assessment of a Site.

ARTICLE 6 RIGHTS OF THE DECLARANT AND INSTITUTIONAL MORTGAGEES

In addition to the rights and privileges reserved or granted to the Declarant and Institutional Mortgagees by other portions of the Community Documents, the following rights and privileges are hereby created.

6.1 Use of Sites and Common Area by the Declarant. The Declarant and its successors, designees and assigns shall have the right to make such uses of the Sites owned by the Declarant and of the Common Area as the Declarant shall, from time to time, determine. Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that the Declarant will have a continuing and substantial interest in the development and administration of the Community, the Declarant hereby reserves for the Declarant and its successors, designees and assigns, the right to use all the Common Area and the Sites owned by Declarant in conjunction with and as part of its program of sale, leasing, constructing and developing of and within the Community including, but not limited to, the right to carry on construction and to enter and transact business, maintain models and sales offices, place signs, employ sales personnel, show Sites and Homes, and use portions of the Community and Sites and Homes and other improvements owned by the Declarant or the Association for other purposes set forth above and for the storage of construction materials and for construction and assembling construction components without any cost to the Declarant for such rights and privileges. In addition to their other rights to use the Common Area, the Declarant shall have the right to use all or any portion of any building thereon as a sales, rental and/or construction office. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or personal property pertaining to the sale, construction, maintenance and repair efforts of the Declarant shall not be part of the Common Area and shall remain the property of the Declarant, as the case may be. The Community shall have the right to construct, maintain and repair Structures as the Declarant deems necessary or appropriate for the development of the Community.

6.2 Scope. The rights and privileges of the Declarant, as set forth herein are in addition to and in no way limit any other rights or privileges granted or reserved to the Declarant by applicable law or the Community Documents. The provisions of this section, like other provisions of this Declaration that grant or reserve rights to and for the Declarant may not be suspended, altered or modified in any manner without the consent of the Declarant.

6.3 Requested Notices. Any Institutional Mortgagee holding a first mortgage on any Site

shall be entitled to an audited financial statement from the Association for the immediately preceding fiscal year, free of charge, upon written request. Any financial statement requested pursuant to this provision shall be furnished within a reasonable time following such request. Upon written request to the Association by an Institutional Mortgagee respecting the Site encumbered by the mortgage held by the Institutional Mortgagee, the Institutional Mortgagee shall be entitled to receive the following:

A. Any notice of a meeting of the Association which is thereafter sent to the Owner of the Site.

B. A copy of any financial statement of the Association which is thereafter sent to the Owner of such Site.

C. Written notice of any termination by the Association of any professional management of the Common Area and the assumption by the Association of the self-management of the Common Area; provided, however, such assumption by the Association of the self-management of the Common Area shall not occur unless approved by the Owners of sixty-seven percent (67%) of the Sites and the Institutional Mortgagees holding first mortgages encumbering fifty-one percent (51%) of the Sites encumbered by such first mortgages, if such professional management has previously been required by such Institutional Mortgagees.

D. Thirty (30) days' prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Common Area or any improvements thereon, or any fidelity bonds of the Association, as well as copies of any notices of cancellation by others received by the Association with respect thereto.

E. Written notice of any damage or destruction to the improvements located on the Common Area which affects a material portion of the Common Area.

F. Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Area.

G. Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees.

H. Written notice of any failure by an Owner owning a Site encumbered by a first mortgage held by such Institutional Mortgagee to perform his obligations under the Community Documents including, but not limited to, any delinquency in the payment of any assessments when such failure or delinquency has continued for a period of sixty (60) days.

The failure of the Association to send any such notice to any such Institutional Mortgagee shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

6.4 Declarant's Approval. In recognition of the fact that the Declarant and each Owner has a continuing interest in the implementation by the Declarant of its general plan for development of the Community and in recognition of the fact that the property values of the Community are dependent upon the proper implementation of such plan by the Declarant, the Declarant hereby reserves the right, until the Declarant has sold and conveyed each and every Site in the Community, to approve any and all actions of the Association which, in its sole and absolute discretion, may adversely affect the development of the Community, including, but not limited to, the following:

A. The enforcement or non-enforcement by the Association of any of the remedies hereunder;

B. The Association's budget;

C. The rules and regulations promulgated by the Association;

- D. Maintenance and services at the Community;
- E. Special assessments by the Association;
- F. Improvement of the Common Area and changes or modifications in services being furnished to the Community or to the Owners;
- G. The granting of any easement by the Association.

ARTICLE 7 USE RESTRICTIONS

In order to preserve the values and amenities of Riverside Walk following provisions shall be applicable to the Community:

7.1 Irrigation System. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Community. Excepted from the foregoing shall be activities of the Declarant or the Association or their designees in installing wells, pumps or sprinkler systems for a master landscape irrigation system. Further excepted is excavation for swimming pools or spas constructed in the Community in accordance with this Declaration. No modification or alteration of the master landscaping irrigation system may be made by any Owner without the prior written consent of the Association.

7.2 Clothes Drying Areas. No portion of the Community shall be used as a drying or hanging area for laundry of any kind unless the drying or hanging area is not visible from any other Site or the Common Area.

7.3 Alteration of Drainage. No change in the condition of the soil or the level of the land of any portion of the Community shall be made which may result in any permanent change in the flow or drainage of surface water of or within the Community without the prior written consent of the Declarant and the Association.

7.4 Antennas, Aerials, Discs and Flagpoles. Except as may be permitted by the prior written consent of the Association no antennas, aerials, discs or flagpoles shall be placed upon any portion of the Community unless completely inside a Home.

7.5 Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Association and shall be screened from view in a manner deemed suitable by the Association and kept in a clean condition with no obnoxious or offensive odors emanating therefrom.

7.6 Radio Equipment. No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Community without the prior written consent of the Association.

7.7 Casualty Destruction to Structure. In the event a Structure upon a Site is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time, the Owner thereof or the Association shall either commence to rebuild or repair the damaged Structure and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner or the Association that the Structure will not be repaired or replaced, promptly clear the damaged Structure and grass over and landscaped such Site in a slightly manner approved by the Association. Any reconstructed Home or other Structure shall be of a similar size, design and type (having similar plans and specifications) as that destroyed.

7.8 Common Areas. Nothing shall be stored, constructed within, or removed from the Common Areas, except with the prior written approval of the Association.

7.9 Insurance Rates. Nothing shall be done or kept on the Common Areas which will increase the rate of insurance on any property insured by the Association without the written consent of the Association.

7.10 Pets. No more than two (2) commonly accepted household pets, such as dogs and cats, may be kept. Swine, goats, horses, cattle, sheep, chickens, pigeons, venomous/poisonous reptiles and like animals, are prohibited. No pet may exceed forty (40) pounds in weight. Pit Bull dogs, Rotweiler dogs and other canines which are generally accepted and recognized to be vicious are prohibited. The determination of what is or what may be an obnoxious or vicious pet shall be in the sole discretion of the Association. Each pet owner agrees to indemnify the Association and the Declarant and to hold the Association and the Declarant harmless of and from any loss or liability arising from the maintenance of a pet within the Community.

7.11 Signs. No sign, advertising or notice shall be permitted on the Common Areas or any Site unless specifically permitted by the prior written consent of the Declarant until the Declarant no longer owns any Site in the Community and thereafter by the Association.

7.12 Garbage Containers, Oil and Gas Tanks, Air Conditioners, Solar Collectors, Pool Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment should be underground or placed in walled-in areas or landscaped areas so that such are not visible from any part of the Common Area or any adjacent Site, and adequate landscaping surrounding same shall be installed and maintained. Solar collectors other than those installed by the Developer or the Builder shall only be permitted with the prior written consent of the Association.

7.13 Maintenance of Premises. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Community, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. The Community and any Home or other Structure on a Site shall be kept in good, safe, clean, neat and attractive condition. Upon the failure to maintain the premises as aforesaid and upon the Owner's failure to make such improvements or corrections as may be necessary within ten (10) days of giving of written notice (which written notice does not have to be given in the case of emergency, in which event the Association may without any prior notice directly and immediately remedy the problem), the Association may enter upon such premises and make such improvements or correction as may be necessary, the cost of which shall be paid by the Owner. If any Owner fails to make payment within fifteen (15) days after being requested to do so, then the payment requested shall be a lien in accordance with the provisions of this Declaration or an action at law or in equity may be brought. Such entry by the Association shall not be a trespass, and by the acceptance of a deed to a Site, each Owner, by purchasing a Site, has expressly given the Association the continuing permission to do so, which permission may not be revoked.

7.14 Trucks, Commercial Vehicles, Buses, Recreational Vehicles, Mobile Homes, Boats, Campers and Trailers.

A. No truck, commercial van, bus, recreational vehicle, mobile home, camper or trailer may be kept in the Community except as set forth below, and except for any of such vehicles which are completely enclosed in a garage.

B. No boats may be kept on Common Areas. All boats located on any Site must be shielded from public view.

✓ C. No Owner or his family members, guests, or invitees or lessees or their family members, guests or invitees shall be permitted to keep any vehicle in the Community which is deemed to be a nuisance.

D. The Declarant and the Association shall not be responsible for any damage or theft to vehicles parked anywhere in the Community.

E. No maintenance or repairs shall be performed on any vehicles upon any portion of the Community except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles on the Common Areas must be completed within two (2) hours from the immobilization thereof or the vehicle must be removed from the Common Areas.

7.15 Prohibited Structures. No structure of a temporary character including, but not limited to, a trailer, tent, shack, shed, barn or out building shall be erected in the Community at any time. No fence, wall or mailbox may be constructed upon any Site except by the Declarant or Association or after receiving the prerequisite approvals. No speed bumps may be constructed upon any portion of the Community.

7.16 Nuisances. Nothing may or shall be done in the Community which may be or may become a nuisance. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

7.17 Hazardous Substances. An Owner shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Community. An Owner shall not do, nor allow anyone else to do, anything affecting the Community that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage in the Community of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Community or any Site. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Community is located that relate to health, safety or environmental protection.

7.18 Compliance with Documents. Each Owner and his family members, guest, invitees, and lessees and their family members, guests, and invitees shall be bound by and abide by the Community Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with such individual's presence in the Community. Such Owner shall be liable to the Association for any damages to the Association or the Common Area resulting from the act of any of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association which shall be paid for by the Owner as an assessment. Failure of an Owner to notify any person of the existence of the provisions of the Community Documents shall not act to limit the right of enforcement of the provisions of the Community Documents against the Owner or such person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegatees, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time. Leases of a Home shall require the tenant/lessee to comply with provisions of the Community Documents and shall permit the Association to enforce any of the Lessor's rights thereunder. In the event these provisions are not specifically set forth in the Lease, they nonetheless shall be included by virtue of these provisions.

7.19 Declarant's Exemption. Until the Declarant no longer owns any Site, the Declarant shall be exempt from the foregoing provisions of this Article 7 to the extent that a waiver of such restrictions is necessary and appropriate to permit the Declarant to engage in the construction, development and marketing activities required for the normal and proper development of the Community.

ARTICLE 8

MAINTENANCE, REPAIR AND REPLACEMENT

Responsibility for the maintenance of the Common Area, the Sites and the Homes shall be as follows:

8.1 Common Area. The Association shall maintain, operate, manage, insure, repair and replace all of the Common Area and pay utilities, insurance, taxes and assessments thereon. The cost thereof shall be a Common Expense funded by Association assessment against all Owners, and shall be paid by the Association notwithstanding that title to the Common Area may be vested in the Declarant.

8.2 Home. Each Owner shall maintain the exterior of the Owner's Home, including the paint, walls, private fences and roof, in good condition and repair. No construction of any improvements on a Site may be made by any owner without the prior written consent of the Association. No alteration or modification of the exterior appearance of the Home, including paint color, and no alteration or modification of any driveway or mailbox, may be made without the prior written consent of the Association.

8.3 Lawns and Landscaping. Each Owner shall maintain the Owner's lawn and landscaping and lawn sprinkler system. Should an Owner's failure to maintain the lawn sprinkler system affect the operation of the sprinkler system in other areas, the Association shall have the right to enter the Site to effect such repair at the Owner's expense. No modification or alteration of the master landscaping irrigation system may be made by any Owner without the prior written consent of the Association.

8.4 Site Perimeter Enclosure. A wall, fence, or hedge which is constructed or planted adjacent to the property line of a Site which is not the boundary between two adjoining Sites is hereby declared to be a "Site Perimeter Enclosure". Maintenance of the Site Perimeter Enclosure shall be the obligation of the Owner of the Site on which the Site Perimeter Enclosure is erected. No Owner shall make any changes of paint color or plant material, without the express written approval of the Design Review Committee. In the event the Association shall determine that the Site Perimeter Enclosure is of need or repair, the Site Owner shall be responsible for making such repairs in a timely manner and in accordance with the standards established by the Site Owner within thirty (30) days, the Association or its designee shall have the right at reasonable times to enter the Site to effect such repair, and the cost thereof shall be charged to the Site Owner, and if not paid in a timely manner, shall become an individual assessment upon such Site. The decision to erect or not erect Site Perimeter Enclosures shall be solely that of the Declarant.

8.5 Party Enclosure. A wall, fence, or hedge which is constructed on the property line of two adjoining Sites and is shared by the Owners of said adjoining Sites is hereby declared to be a "Party Enclosure". Party Enclosures shall be the joint maintenance obligation of the Owners of the Sites bordering the Party Enclosure. Each Owner shall have the right to full use of the Party Enclosure subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Site or in any manner impair the value of the Party Enclosure. In the event of damage or destruction of the Party Enclosure from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Site Owners, the adjoining Owners shall, at their joint expense, repair and rebuild the Party Enclosure within thirty (30) days, unless extended by the Association. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of a Party Enclosure, such expense shall be shared equally by the Owners of adjoining Sites. Whenever any such Party Enclosure shall be rebuilt, it shall be erected in the same or similar materials and of like design, quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or willful misconduct of one Site Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Site Owner shall refuse to repair or reconstruct the Party Enclosure within thirty (30) days and to pay his share of all or part of such cost in the case of negligence or willful misconduct, any other Site Owner or the Association may have such Party Enclosure repaired or reconstructed and shall be entitled to a lien on the Site of the Site Owner so failing to pay for the amount of such defaulting

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Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Sites shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby given to enter on the adjacent Sites to effect necessary repairs and reconstruction. The decision to erect or not erect Party Enclosures shall be solely that of the Declarant.

8.6 Failure to Maintain. In the event an Owner of any Site shall fail to maintain the Site and Home, the Association, after notice to the Owner, shall have the right to enter upon any Site to correct drainage and to repair, maintain and restore the lawn, landscaping and sprinkler system on a Site, the exterior of the Home and any other Structures erected thereon. All costs related to such correction, repair or restoration shall become an individual assessment upon such Site.

ARTICLE 9

DESIGN REVIEW STANDARDS

9.1 Design Review Committee. The Association, through the Design Review Committee, shall establish and from time to time modify, Design Review Standards for the control of the design and location of all the Structures and other work within the Community.

9.2 Prior Approval. No Structure shall be commenced, erected, improved, or altered, nor shall any grading, excavation, landscaping, tree removal, or change of exterior color or other work which in any way alters the exterior appearance of any Structure or of the Common Area be done without the prior written approval of the Association through its Design Review Committee.

9.3 Plans and Specifications. Each person shall, prior to the commencement of any construction, submit the required material to the Design Review Committee in accordance with the Design Review Standards. The approval, rejection or withholding of any approval by the Association or the Design Review Committee, of the plans, proposals and specifications and the location of all Structures, and every alteration of any Structure, shall not be construed or interpreted as a representation or determination that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met, it being understood that the approval by the Association relates only to the aesthetics of the plans submitted, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the appropriate governmental agencies prior to commencement of any work or construction.

9.4 Fees. The Association may charge a reasonable fee as part of its approval process hereunder to offset its expenses involved herein.

9.5 Indemnification. Neither the Association nor the members of the Design Review Committee shall have any duty, responsibility, or liability to any Owner or to any other person in respect to the exercise of its powers or the failure to exercise its powers under the Community Documents. The Association and the members of the Design Review Committee shall be indemnified and held harmless from any and all damages resulting therefrom including, but not limited to, court costs and reasonable attorneys' fees. The Association may reject plans, proposals and specifications based on any grounds or reasons whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The decision to approve, reject or withhold its approval may, in the Association's discretion, be based upon: (i) the harmony of surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) design and construction standards; or (v) any other factor deemed material or relevant.

ARTICLE 10

COMMON EXPENSES

10.1 Common Expenses. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Area and the other duties imposed upon the Association by this Declaration shall be Common Expenses. Common Expenses and utility expenses shall be payable to the Association on an equal basis by all Site Owners.

10.2 Types of Expenses. To defray the Common Expenses, there is hereby imposed upon each Site and its Owner, the affirmative covenant and obligation to pay to the Association, and upon the Association the obligation to assess, collect and expend, the *pro rata* share of the Common Expenses which include, but are not limited to those expenses hereinafter set forth:

A. Taxes. All taxes levied or assessed upon the Common Area, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in or on the Common Area, including any interest penalties and other charges which may accrue on such taxes.

B. Utility Charges. All charges levied for utility services to the Common Area, whether supplied by a private or public firm including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.

C. Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Association shall determine to be in the best interest of the Association, including, but not limited to, director's and officer's liability insurance, provided, however, that fire and extended coverage on the Common Area shall be maintained on a current replacement cost basis, exclusive of land, foundation, excavation, and other items normally excluded from coverage.

D. Insurance Trustee. All expenses necessary to retain and continue to retain a lending institution having trust powers and authorized to do business in Florida to act as "Insurance Trustee" if required by the Institutional Mortgagee holding the greatest dollar amount of mortgages on the Sites.

E. Fidelity Coverage. The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Association and all other persons who handle or are responsible for handling funds of the Association.

F. Reconstruction of Structures. All sums necessary to repair, replace, construct or reconstruct ("repair") any Structure located in the Common Area damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair ("repair sums") shall be a Common Expense for which the Association shall levy a special assessment against all Owners, if any, to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. The Association shall establish an account with an Institutional Mortgagee located in Broward County, Florida, and deposit into such account all repair sums and all insurance proceeds collected by the Insurance Trustee, if any, so that amounts on deposit will equal the repair sums.

G. Maintenance, Repair and Replacement. All expenses necessary to maintain the Common Area and the public road rights-of-way abutting the Common Area, including such expenses as grass cutting, trimming, fertilizing, and the like, in a manner consistent with this Declaration and all orders, ordinances, rules and regulations of any governmental entities having jurisdiction thereof.

H. Other Expenses. The costs of administration of the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Community Documents, notwithstanding the fact that

some of these services may be expended in providing services for collecting sums owed by a particular Site. In addition, the Association may retain a managing company or contractors, or both, to assist in the operation of the Association or to perform or assist in the performance of certain obligations of the Association.

I. Indemnification. The costs to the Association to indemnify and save harmless the Declarant from and against any and all claims, suits, actions, damages or causes of action arising from any personal injury, loss of life or damage to property in or about the Common Area, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may be pleaded therein. Included in the foregoing provisions for indemnification are any expenses the Declarant may be compelled to incur including the costs of bringing suit for the purposes of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in the Community Documents to be kept and performed by the Association or the Owners, or either of them, including the payment of Common Expenses. Further, the cost of the Association indemnifying its officers and board members for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder.

J. Reserve Funds. The costs to establish an adequate reserve fund for replacement or capital refurbishment of the Common Area (the "Reserves") in the amounts determined proper and sufficient by the Association. Each Owner acknowledges, understands and consents that the Reserves are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such Reserves or funds composed of the same. The Association shall be responsible for maintaining the Reserves in a separate account. *

K. Special Assessments. Special assessments include those assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Special Assessments shall be paid in such installments or in a lump sum as the Association shall, from time to time, determine. Notwithstanding any other provision of this Declaration, the Declarant shall never be obligated to pay special assessments and the property, including Sites, owned by the Declarant shall never be assessed for special assessments. *

L. Lighting. The cost of installing, maintaining and operating any street lights now or hereafter located on the Common Area.

M. Limited Access Gates, Electronic Monitoring System and Surveillance Personnel. The cost and expense of operating limited access gates and electronic monitoring systems for the Common Area, if any, and the cost of employing any surveillance personnel and operating and maintaining gate houses, surveillance facilities and vehicles used for monitoring or surveillance services.

N. Telecommunications and Surveillance Services. Any cost or expense incurred by the Association in providing a central telecommunication and surveillance system which may include, but is not limited to, television and radio signals, electronic banking, surveillance and fire, police and emergency medical protection.

O. Compliance With Laws. The cost of compliance with all applicable laws, statutes, ordinances and regulations.

P. Extraordinary Items. Extraordinary items of expense incurred under the Community Documents such as expenses due to casualty losses, force majeure and other extraordinary circumstances shall be the subject of a special assessment.

Q. Miscellaneous Expenses. The cost of any item, or costs or expenses pertaining to or for the benefit of the Association or the Common Area, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common

Expenses by the Association.

ARTICLE 11
ASSESSMENTS AND LIEN ENFORCEMENT

11.1 Assessments. The making and collection of assessments against each Owner by the Association for Common Expenses and for the costs or expenses for which an individual Owner may be solely responsible for paying to the Association pursuant to the terms of the Community Documents, or both, shall be subject to the following provisions:

A. Interest; Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. All payments on accounts shall first be applied to interest and then to the assessment payment first due.

B. Lien For Assessments. The Association shall have a lien against each Site for any unpaid assessments or special assessments and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien in the Public Records of Broward County stating the legal description of the Site, the name of the Owner, the amount claimed to be due and the due dates. The claim of lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment. Such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at such party's expense. All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments or unpaid Common Expenses without hereby waiving any claim of lien and without the recordation of any claim of lien.

C. Payment of Assessments. No Owner may withhold payment of any assessment or special assessment or any portion thereof because of any dispute which may exist between that Owner and other Owners, the Association, the Declarant, or either of them, but rather each owner shall pay all assessments when due pending resolution of any dispute. The liability for assessments may not be avoided by waiver of the use or enjoyment of the benefits produced by any Common Expenses or by abandonment of the Site for which the assessments are made.

D. Acceleration of Assessment. If any Owner is in default in the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association, upon written notice to the defaulting Owner, shall have the right to accelerate and require payment of such assessments for the next twelve (12) month period, based upon the then existing amount and frequency of assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular assessments for Common Expenses, for all special assessments, and for all other assessments payable to the Association.

11.2 Liability For Assessments. An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be personally liable for all assessments coming due while an Owner. Except as hereinafter provided, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the grantor's share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

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11.3 Exemption For Institutional Mortgagees. When an Institutional Mortgagee or other purchaser of a Site obtains title to the Site by a purchase at the public sale resulting from the Institutional Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been named as a defendant junior lienholder, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and its successors and assigns are not liable for the share of Common Expenses or assessments attributable to or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure or the deed in lieu of foreclosure, unless the share is secured by a claim of lien for assessments that was recorded prior to the recording of the mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Owners, including such acquirer and his successors and assigns. An Institutional Mortgagee acquiring title to a Site as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Site, whether or not such Site is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership, except as may be provided in the Community Documents.

11.4 Declarant's Exemption. The Declarant shall be exempt from the payment of assessments for Common Expenses for any Home or Site owned by the Declarant, provided that such Home remains unoccupied.

11.5 Declarant's Right To Pay Common Expenses. The Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any assessment which is in default, shall have the right, but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Expenses on behalf of the Association when the same are overdue and when lapses in policies or services may occur. The Declarant shall be entitled to immediate reimbursement for such overdue Common Expenses so paid from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees.

11.6 Assessment and Lien Rights of the City of Coral Springs. Should the Association fail to adequately maintain, operate, manage, insure, repair and replace any portion of the Common Area as more particularly provided in this Declaration, after fifteen (15) days notice to do so by the City of Coral Springs, the City of Coral Springs shall have and is hereby given the same rights and powers that are provided to the Association concerning the right to enforce said maintenance and to assess each Owner for the maintenance, operation, management, insurance, repair and replacement of all of the Common Area, including the creation and enforcement of assessments and liens.

ARTICLE 12 INSURANCE

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Area. A copy of each policy of insurance in effect shall be made available for inspection by Owners at reasonable times. All policies of insurance shall be governed by the following provisions:

12.1 Authority To Purchase Named Insured. All insurance policies upon the Common Area shall be purchased by the Association in the name of the Association. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Owners. All policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee, if any, and shall provide for at least ten (10) days' written notice to the Association, and to each Institutional Mortgagee named in such policies' mortgage clause, before the insurer can cancel or substantially modify such policies. All policies and their endorsements shall be deposited with the Association or the Insurance Trustee, if any.

12.2 Property Of Owner. Owners shall obtain insurance coverage at their own expenses upon their personal property, their Home and any Structure on their Site, and for their personal

liability and living expenses and such insurance policies issued to individual Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

12.3 Coverage.

A. Casualty. All Structures and improvements upon the Common Area shall be insured in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation and excavation costs and all other items normally excluded from such coverage, and all personal property owned by the Association shall be insured for its value, all as shall be determined annually by the board of directors of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Sites in the Community. The insurance company shall have at least an A general policy holders rating in the latest edition of Best's Insurance Guide. Such approval shall be conclusively deemed given if such Institutional Mortgagee fails to notify the Association otherwise within ten (10) days of being notified by the Association of the proposed coverage amount and insurance company. Coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and
- (2) All other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, including but not limited to malicious mischief and vandalism. An agreed amount and inflation guard endorsement is required, if available.

B. Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the board of directors of the Association. However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths or persons, and property damage arising out of a single occurrence. Coverage under this policy shall include, but not be limited to hired vehicles, owned and non-owned vehicles (known as employers automobile non-ownership liability insurance), with cross liability endorsements to cover liabilities of the Owners as a group to an Owner as an individual, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, legal liability arising out of law suits related to employment contracts with the Association, and Association directors and officers liability insurance.

C. Worker's Compensation. Worker's compensation insurance shall be carried so as to meet the requirements of law.

D. Fidelity Bonding. Fidelity insurance coverage shall be carried in the name of the Association for all officers, directors and employees of the Association and all other persons handling or responsible for funds of the Association. The total amount of fidelity bond coverage required shall be not less than the estimated maximum of funds, including reserve funds, in the custody of the Association at any given time during the term of each bond. However, in no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Sites plus reserve funds. Fidelity bonds shall meet the following requirements:

- 1) Fidelity bonds shall name the Association as an obligee;
- 2) The bonds shall contain certain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

5.3 Until the first election of Directors, the names and addresses of the members of the initial Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
L. WILLIAM RUDNICK	10191 W. Sample Road Suite 216A Coral Springs, FL 33065
HAROLD KLEMOW	10191 W. Sample Road Suite 216A Coral Springs, FL 33065
KURT M. KIMMELMAN	10191 W. Sample Road Suite 216A Coral Springs, FL 33065

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, and a Secretary/Treasurer, all of whom shall be Directors, and as many Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine, who need not be Directors. Such Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve without compensation at the pleasure of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible provided, however, that the office of President and Vice-President shall not be held by the same persons, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person. The names of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT:	L. WILLIAM RUDNICK
VICE-PRESIDENT:	HAROLD KLEMOW
SECRETARY/TREASURER:	KURT M. KIMMELMAN

ARTICLE 7

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misconduct, gross negligence or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being for the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

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ARTICLE 8

BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors and may be altered, amended, or rescinded in the manner set forth in the By-Laws.

ARTICLE 9

AMENDMENTS

Amendments to the Articles of Incorporation shall be made in the following manner:

9.1 The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members, which may be either the annual or a special meeting.

9.2 Written notice of the meeting shall be sent by mail to each member at his address as it appears on the books of the Association not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The notice shall set forth the proposed amendment or a summary of the changes to be effected thereby. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon.

9.4 Any number of amendments may be submitted to the members and voted upon by them at one meeting.

9.5 If all of the Directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to the Articles of Incorporation be adopted, then the amendment shall thereby be adopted as though the foregoing Sections had been satisfied.

9.6 The members may amend the Articles of Incorporation, without an act of the Directors, at a meeting for which notice of the changes to be made is given.

9.7 An amendment shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Broward County, Florida.

ARTICLE 10

TERM

The Association shall have perpetual existence unless the Community is terminated sooner in accordance with the Community Documents. In the event of the dissolution of the Association, or any successor entity thereto, any property dedicated or conveyed to the Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by the Association or such successor.

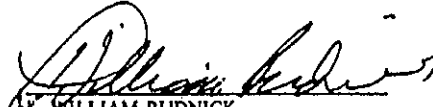
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ARTICLE II

INCORPORATOR, REGISTERED AGENT AND REGISTERED OFFICE

The name of the incorporator and the initial registered agent is L. William Rudnick and the address of the incorporator and the initial registered office of the Association is 10191 W. Sample Road, Suite 216A, Coral Springs, Florida, 33065.

IN WITNESS WHEREOF, the incorporator has executed this document 19th day of July, 1995.


L. WILLIAM RUDNICK

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of July, 1995 by L. WILLIAM RUDNICK of RIVERSIDE WALK HOMEOWNERS ASSOCIATION, a Florida corporation, who is personally known to me.


(Signature of person taking acknowledgment)

ANTHONY ANGOTTI
(Name: type, printed or stamped)

CONTROLLER
(Title or rank)
OFFICIAL NOTARY SEAL
ANTHONY ANGOTTI JR.
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC00022
SIGNED AND SUBSCRIBED IN WITNESS OF THE ABOVE
19 JULY 1995

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**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF §607.0501 AND §617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: RIVERSIDE WALK HOMEOWNERS ASSOCIATION, INC.

2. The name and address of the registered agent and office is:


L. WILLIAM RUDNICK
(NAME)

10191 W. Sample Road, Suite 216A
(P.O. BOX NOT ACCEPTABLE)

CORAL SPRINGS, FL 33065
(CITY/STATE/ZIP)

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95 JUL 26 PM 11:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I ACCEPT THE DUTIES AND OBLIGATIONS OF §607.0505 AND §617.0501, FLORIDA STATUTES.


L. William Rudnick

Dated: July 19, 1995

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Exhibit: "D"

BY-LAWS
OF
RIVERSIDE WALK HOMEOWNERS ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

1. IDENTITY

These are the By-Laws of Riverside Walk Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association", the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida, and subject to the Charter granted by the Secretary of State. The Association has been organized for the purpose of administering Riverside Walk, a residential development located in Broward County, Florida.

1.1 The office of the Association shall be at such place as may be designated by the Board of Directors from time to time.

1.2 The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

1.4 The terms used in these By-Laws shall have the same meaning as the identical terms utilized in the Declaration and Community Documents, unless the context otherwise requires.

2. MEMBERSHIP AND VOTING

2.1 The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year, and to the extent possible, no later than thirteen (13) months after the preceding annual meeting.

2.2 Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from ten percent (10%) or more of all of the members.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary-Treasurer, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be sent by mail to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed to or hand delivered in accordance with this provision, to each member at the address last furnished to the Association. In addition, a notice of the meeting shall be posted at a conspicuous place within the Community at least fourteen (14) days prior to said meeting. The Institutional Mortgagee holding the greatest dollar amount of mortgages on the Lots shall, upon written request, be entitled to receive notice of all members' meetings. Failure to provide such notice shall not invalidate any action taken at an otherwise properly noticed meeting.

2.4 The percentage voting rights required to make decisions and to constitute a quorum shall be a majority of the voting interests of all of the Lots in the Community. Decisions shall be made by owners of a majority of the Lots represented at a meeting at which a quorum is

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present. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof with ten (10) days after such meeting shall not constitute the presence of such member for the purpose of determining a quorum.

2.5 Each Lot shall be entitled to one (1) vote which is not divisible. If a Lot is owned by one (1) person, his right to vote shall be established by the recorded title to the Lot. If a Lot is owned by more than one (1) person, the person entitled to cast the vote for the Lot shall be designated in a certificate signed by all of the recorded owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Lot for the corporation shall be designated in a certificate for this purpose, signed by the president or vice-president of the corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Lot shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a Lot owned by more than one person or by a corporation, the vote of the Lot concerned shall not be considered in determining the requirement of the quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, except if said Lot is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Lot concerned. If a Lot is owned jointly by a husband and wife, the following three provisions are applicable:

(A) They may, but they shall not be required to designate a voting member.

(D) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Lot is not divisible).

(C) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Lot vote, just as though he or she owned the Lot individually, and without establishing the concurrence limited of the absent person.

2.6 Votes may be cast in person or by limited proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof, shall specifically set forth the name of the member voting the proxy and the person authorized to vote the proxy for the member and shall contain the date the proxy was given. Proxies must be filed with the Secretary at or before the appointed time of the meeting. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. A proxy holder need not be an owner of a Lot. If a proxy expressly provides, any proxy holder may appoint in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

2.7 Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such member if in an Association meeting.

2.8 If any meeting of members cannot be organized because a quorum of members has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:

- (A) Call to order.
- (B) Calling of the roll and certifying of proxies.
- (C) Proof of notice of meeting or waiver of notice.
- (D) Reading and disposal of any unapproved minutes.
- (E) Report of Officers.
- (F) Report of committees.

- (G) Election of Directors.
- (H) Unfinished business.
- (I) New business
- (J) Adjournment.

2.10 For so long as the Declarant holds Lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarant:

- (A) Assessment of the Declarant as a member for capital improvements.
- (B) Any action by the Association that would be detrimental to the sale of Lots by the Declarant. An increase in assessments for Common Expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sale of Lots.

2.11 Any approval by members called for by the Community Documents shall be made at a duly noticed meeting of members, except that members may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable provision of the Community Documents or any Florida Statute which provides for the action. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

2.12 The presiding officer or chairman at all members' meetings shall be the President of the Association or, in his absence, the Vice President of the Association unless a majority of the members present at the meeting vote otherwise.

3. DIRECTORS

3.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors and their successors appointed by the remaining Directors shall consist of three (3) Directors who need not be members of the Association. Thereafter the membership of the Board shall consist of not less than three (3) nor more than seven (7) Directors, provided that there shall always be an odd number of Directors. Within these limits, the Board of Directors may from time to time increase or decrease the number of persons to serve on the Board.

3.2 Election of Directors shall be conducted in the following manner:

(A) Members of the Board of Directors shall be elected by a plurality of the votes cast at an annual meeting of the members of the Association. There shall be no cumulative voting. Members shall vote in person or by a ballot that the member personally casts. Proxies may not be utilized in electing Directors. The President may appoint a nominating committee which shall nominate a minimum of one (1) member of the Association for each office coming vacant. This nominating process shall not preclude any member desiring to be a candidate for membership on the Board of Directors from being nominated from the floor.

(B) Vacancies in the Board of Directors may be filled by the remaining Directors. A Director appointed to fill a vacancy in office shall serve the remainder of the term of the office to which he is appointed.

3.3 The Directors named in the Articles of Incorporation shall serve until the first

election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and such successor Directors need not be members of the Association. In the event there are no remaining Directors, then any such vacancies shall be filled by the Declarant.

(A) Members other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) months after ninety percent (90%) of the Lots that will be governed ultimately by the Association have been conveyed to purchasers; or when all of the Lots that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarant in the ordinary course of business; or five (5) years after the conveyance of the first Lot sold by the Declarant; whichever shall first occur.

(B) The Declarant shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business one Lot that will be governed ultimately by the Association.

(C) Nothing in this subsection shall be construed so as to preclude the Declarant from relinquishing control of the Board of Directors at any time the Declarant may so elect.

3.4 At the first election at which all of the members of the Board of Directors are elected by members other than the Declarant, the majority of those Directors receiving the most votes shall serve for a two (2) year term and the remaining Director(s) shall serve for a one (1) year term. Thereafter, each Director's service shall extend for a two (2) year period and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Prior to the first election at which all of the members of the Board of Directors are elected by members other than the Declarant, the term of office of each Director elected by the members shall extend until the next annual meeting of the members and thereafter until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided.

3.5 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

3.6 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date set for such meeting unless such notice is waived. Notice of all meetings of the Board shall be posted in a conspicuous within the Community at least 48 hours in advance of such meetings, except in an emergency. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that notice of any meeting in which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

3.7 Special meetings of the Directors may be called by the President by any two (2) Directors or by one-third (1/3) of the members of the Board. Not less than two (2) days notice of the meeting shall be given to each Director either by personal delivery or by first-class mail, telegram or cablegram, which notice shall state the time, place and purpose of the meeting.

3.8 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any Director's attendance at a meeting shall constitute a waiver of the notice of that meeting.

3.9 A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to

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time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. A Director may join in the action of a meeting by signing a concurrence in the minutes thereof within ten (10) days after such meeting but such concurrence shall not constitute the presence of such Director for the purpose of determining a quorum.

3.10 The presiding officer of Directors' meetings shall be the President of the Association. In the absence of the President, the Vice President shall preside. The presiding officer may participate and shall vote if he is a Director.

3.11 Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting and any members present can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. All meetings of the Board of Directors shall be open to all members of the Association who shall attend as observers unless called upon by the chairman of the meeting to participate.

3.12 The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by Florida law or the Community Documents. Directors may not vote by proxy, but any member of the Board of Directors utilizing a telephone conference call may vote over the telephone.

3.13 Directors' fees, if any, shall be determined by the members of the Association.

3.14 Subject to the provisions of Section 3.3, a Director may be removed for cause or for the failure to be either the owner of a Lot, have an interest therein or, in the event of a corporate ownership, to be an officer, director, shareholder or designated agent thereof. The removal of a Director pursuant to this Section shall be by the majority vote of the remaining Board members, and said vote shall be taken at a special meeting called for that purpose. Subject to the provisions of Section 3.2, any member of the Board of Directors elected by members other than the Declarant may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of the voting interests. A special meeting of the members of the Association to recall a member or members of the Board of Directors may be called by ten (10%) percent or more of the voting interests giving notice of the meeting as required for a special meeting of members, and the notice shall state the purpose of the meeting. The question of removal shall be divided as to each recalled member of the Board of Directors. An election shall be held to fill the remainder of the term of any member of the Board of Directors removed from office.

(A) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession within seventy-two (72) hours after the meeting.

(B) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours any and all records of the Association in their possession.

3.15 Anything to the contrary herein, notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the Directors, or any action which may be taken without a meeting of Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth all of the Directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Directors or to the members. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously within the Community for the

attention of members after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

3.16 A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes and the Community Documents. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration which governs the use of the land, and shall include but not be limited to the following

(A) To adopt a budget and to make and collect assessments against members to defray the costs of the operation of the Association and the payment of Common Expenses.

(B) To use the proceeds of assessments in the exercise of its powers and duties.

(C) To maintain, manage, repair, replace and operate the Common Areas, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Common Areas.

(D) To reconstruct improvements after casualty and to construct further improvements to the Common Areas.

(E) To make and amend rules and regulations respecting the use of the Common Areas. Such Rules and Regulations may be promulgated by the Board of Directors at any duly noticed meeting of the Board.

(F) To assess fines against members in accordance with the provisions of these Bylaws.

(G) To enforce by legal means the provisions of the Community Documents.

(H) To contract for management of the Association and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Community Documents to have approval of the Board of Directors or members of the Association.

(I) To pay taxes and assessments which are liens against any part of the Community other than individual Lots and the appurtenances thereto, and to assess the same against the member subject to such liens.

(J) To pay the cost of all power, water, sewer and other utility services rendered to the Community and not billed to owners of individual units.

(K) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including but not limited to accountants and attorneys.

(L) To bond any or all employees, Officers and Directors of the Association, for which the Association shall bear the cost.

(M) To make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to members or Institutional Mortgagees, or their

authorized representatives, current copies of the Community Documents and the books, records and financial statements of the Association. Upon written request, any Institutional Mortgagee shall be entitled to a financial statement for the immediately preceding fiscal year, free of charge.

(N) To appoint an executive committee which shall have and may exercise all the authority of the Board of Directors.

4.2 No contract or other transaction between the Association and one or more of the Directors or any other corporation, firm, association, or entity in which one or more of the Directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(A) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors;

(B) The fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(C) The contract or transaction is fair and reasonable as to the Association at the time it is authorized by the Board, a committee, or the members. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

4.3 A Director shall perform his duties as a Director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Association and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(A) One or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented.

(B) Counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence.

(C) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with a provision of the Articles of Incorporation or the By-Laws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

4.4 The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in these By-Laws, shall have and may exercise all the authority of the Board of Directors, except that no such committee shall have the authority to:

(A) Approve or recommend to members actions or proposals required by Florida law or the Community Documents to be approved by the members.

(B) Designate candidates for the office of Directors, for purposes of proxy solicitation or otherwise.

(C) Fill vacancies on the Board of Directors or any committee thereof.

(D) Amend the Rules and Regulations.

4.5 Rules and Regulations may be promulgated by the Board of Directors at any duly noticed meeting of the Board.

(A) A copy of the Rules and Regulations adopted from time to time by the Board of Directors, and any amendments to existing Rules and Regulations, shall be posted in a conspicuous place within the Community and a copy furnished to each member. No Rule or Regulation or amendment shall become effective until ten (10) days after posting, except in the case of an emergency, in which case the Rule, Regulation or amendment shall become effective immediately on posting.

(B) The Board of Directors may not unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in Common Areas and recreational facilities.

(C) Any Rule or Regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the members and uniformly applied and enforced.

4.6 In addition to the means for enforcement provided elsewhere herein, the Board of Directors shall have the right to assess fines against a Lot for failure of the member or his tenant, licensee, or invitee to comply with any provision of the Community Documents. No fine shall become a lien against a Lot. No fine shall exceed \$50 nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the Lot owner and, if applicable, his tenant, licensee or invitee.

(A) The Board of Directors shall appoint a Rules Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Community Documents are being or have been violated. In the event that the Rules Enforcement Committee determines an instance of such probable cause, it shall report the same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the Lot which that person occupies if that person is not the owner. The notice shall contain a statement of the date, time and place of the hearing before the Board of Directors; a statement of the provisions of the Community Documents which have allegedly been violated; and a short and plain statement of the matters asserted by the Association. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed as a separate offense, subject to a separate fine not to exceed Fifty (\$50) Dollars for each offense.

(B) A hearing shall be held by the Board of Directors not less than fourteen (14) days after the notice of the alleged violation is provided to the party against whom the fine is sought to be levied. The Board of Directors shall hear any defense to the charges of the Rules Enforcement Committee, including any witnesses that the alleged violator, the Lot owner, or the Rules Enforcement Committee may produce. Any party, to the hearing shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Board of Directors. Any party at the hearing may be represented by counsel.

(C) At the hearing the Board of Directors shall determine whether a violation exists. If the Board of Directors determines that there is a violation, it may levy a fine for each violation in the amount provided herein.

(D) A fine pursuant to this section shall be assessed against the Lot which the violator occupied at the time of the violation, whether or not the violator is an owner of that Lot, and shall be collectible in

the same manner as any other assessment, except that no fine shall become a lien on a Lot. Nothing herein shall be construed to interfere with any right that a Lot owner may have to obtain from a violator occupying his Lot payment in the amount of any fine or fines assessed against that Lot.

(E) Nothing shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the Community Documents, including but not limited to legal action for damages or injunctive relief.

4.7 From the inception of the Association, the Association shall maintain a copy of each of the following documents or items, where applicable, which shall constitute the official records of the Association. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The official records of the Association include:

(A) A copy of the plans, permits, warranties, and other items provided by the Declarant.

(B) A copy of the recorded Declaration.

(C) A copy of the recorded By-Laws of the Association and all amendments thereto.

(D) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto.

(E) A copy of the current rules and regulations of the Association.

(F) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of members, which minutes shall be retained for a period of not less than seven (7) years. All minutes shall be kept in a businesslike manner.

(G) A current roster of all members, their mailing addresses, Lot identifications, and if known, telephone numbers.

(H) All current insurance policies of the Association.

(I) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the members have an obligation or responsibility.

(J) Bills of sale or transfer for all property owned by the Association.

(K) Accounting records for the Association and separate accounting principles, records for each Lot, according to generally accepted good accounting. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall be open to inspection by owners or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by owners or their authorized account records by members or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each member designating the name of the member, the due date and amount of each

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assessment, the amount paid upon the account, and the balance due.

(3) All audits, reviews, accounting statements and financial reports of the Association.

(4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

5. OFFICERS

5.1 The executive officers of the Association shall be a President, a Vice President and a Secretary-Treasurer, all of whom shall be Directors, who shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Association. No person may hold more than one office except prior to the first election of Directors by members other than the Declarant. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

5.2 The President shall be the chief executive of the Association. The President shall have all the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power of appointing committees from among the members from time to time to assist in the conduct of the affairs of the Association.

5.3 The Vice President shall in the absence of or disability of the President exercise the powers and duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 The Secretary-Treasurer shall keep the minutes of the proceedings of the Directors and the members and shall be the custodian of the official records of the Association. The Association shall retain these minutes for a period of not less than seven (7) years. The Secretary-Treasurer shall attend to the giving and serving of all notices required by law and shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The Secretary-Treasurer shall have custody of all property of the Association including financial records, funds, securities and evidences of indebtedness. Such officer shall keep the financial records of the Association and shall keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with good accounting practices. The Secretary-Treasurer shall perform all other duties incident to the office of secretary-treasurer of a homeowners association and as may be required by the Directors or the President.

5.5 The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Association nor preclude the contracting with a Director for the management of the Community.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Assessments.

(A) Assessments shall be made against members not less frequently than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the absence of a determination by the Directors as to the frequency of assessments,

assessments shall be due and payable monthly. The personal liability of an owner for assessments shall survive the termination of such owner's membership in the Association.

(B) Any member or unit mortgagee shall have the right to require from the Association a certificate showing the amount of unpaid assessments and other monies owed to the Association by the owner with respect to the Lot. The holder of a mortgage or other lien shall have the same right as to any Lot upon which he has a lien. Any person who relies upon such certificate shall be protected thereby.

(C) Notice of any meeting, whether a meeting of the Board of Directors or of the members of the Association, at which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessment.

6.2 Budget.

(A) The Board of Directors shall adopt a budget (which may be prepared by an outside management company referred to in Section 4.1(H) herein) for the Association for each calendar year which shall contain estimates of the cost of performing the functions of the Association and estimates of the income of the Association. The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance.

6.3 The depository of the Association shall be such bank or banks located in Broward County, Florida, as shall be designated from time to time by the Directors and from which the monies in such accounts shall be withdrawn only by checks signed by such persons who are authorized by the Directors.

6.4 Within sixty (60) days following the end of the Association's fiscal year, the Board of Directors shall compile a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall be furnished to any Institutional Mortgagee upon written request.

6.5 The Board of Directors shall obtain fidelity bonding of all Officers, Directors or employees who control or disburse funds of the Association for each such Officer or Director or employee for not less than the estimated maximum of funds, including reserve funds, in the custody of the Association at any given time during the term of each bond, whichever is greater. The premiums on such bonds shall be paid by the Association as a Common Expense.

7. PARLIAMENTARY RULES

The latest edition of Robert's Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Association or with the laws of the State of Florida.

8. AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

8.2 A copy of the resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

8.3 An amendment shall be adopted in any one of the following manners:

(A) The approval of a resolution for the adoption of an amendment correcting a technical or scrivener's error or merely clarifying existing provisions shall require only the affirmative action of the entire membership of the Board of Directors of the Association and no meeting of the members nor any approval thereof need be had.

(B) In addition to the procedure set forth above and until the first election of all directors of the Association by members other than the Declarant, proposal of an amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the Board of Directors of the Association, and no meeting of the members nor any approval thereof need be had, provided, the amendment does not increase the number of Lots nor alter the boundaries of the Common Elements or the Lots.

(C) In addition to the procedure set forth above, a resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the owners of Lots. Members may propose such an amendment by an instrument in writing directed to the President or Secretary signed by not less than ten (10%) percent of all owners of Lots in the Community. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the members to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be by at least sixty-seven percent (67%) of all Lot owners in the Community and the approval of the Institutional Mortgagee or Mortgagees holding mortgages on Lots which represent at least fifty-one percent (51%) of the mortgages encumbering Lots in the Community in favor of Institutional Mortgagees. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

8.4 No amendment to the By-Laws is valid unless recorded in the Public Records of Broward County, Florida, with identification on the first page thereof of the book and page of the public records where the Declaration is recorded.

8.5 These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of the Community. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law. . . for present text". Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

9. SEVERABILITY AND CONFORMITY TO STATE LAW

These By-Laws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration or any rule of law or statutory provision of the State of Florida, then such provisions of these By-Laws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration or such rule of law.


KURT M. KIMMELMAN
Secretary-Treasurer

APPROVED:

L. WILLIAM RUDNICK
President

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

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3) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as Common Expenses; and

4) The bonds shall provide that they may not be cancelled or substantially modified (including the cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association or to any Insurance Trustee.

E. Flood. If and in the event the Community is located within an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay, as Common Expenses, the premiums upon a policy of flood insurance on the buildings and any other property comprising a part of the common Area covered by the required form of policy (the "insurable property"), in an amount deemed appropriate, but not less than the lesser of (1) the maximum coverage available under the NFIP for all buildings and other insurable property located within any portion of the Common Area located within a designated flood hazard area; or (2) 100% of current "replacement cost" of all such buildings and other insurance property. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

F. Other. Such other insurance may be carried, as the board of directors of the Association shall determine from time to time to be desirable, including, but not limited to host liquor liability, contractual and all-written contract insurance, director's and officer's liability insurance, employer's liability insurance, and comprehensive automobile liability insurance.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as Common Expenses.

12.5 Insurance Trustee - Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to a named insurance trustee (the "Insurance Trustee"), as Trustee which shall be an Institutional Mortgagee with trust powers authorized to do business in Florida, as may be designated as Insurance Trustee from time to time by the board of directors of the Association. An Insurance Trustee shall be appointed if required by the Institutional Mortgagee holding the greatest dollar amount of mortgages on the Sites in the Community. The appointment and selection of the Insurance Trustee is subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of mortgages on the Sites in the Community. Such approval of the selection of the Insurance Trustee shall be conclusively deemed given if such Institutional Mortgagee fails to notify the Association otherwise within ten (10) days of being notified by the Association of the proposed coverage amount and proposed trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Association, the Owners and their mortgagees, as their interests may appear. Proceeds on account of damage to the Common Area shall be held on behalf of the Association.

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Owners in the following manner:

A. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

B. If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein.

C. If it is determined that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be paid to the Association.

12.7 Association As Agent. The Association or the Insurance Trustee, if appointed, is hereby irrevocably appointed agent and attorney-in-fact for each Owner for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all document and the performance of all other acts necessary to accomplish such purpose.

12.8 Reconstruction And Repair After Casualty. Under ordinary circumstances Structures on Common Area or on any Site which are damaged by casualty should be reconstructed and repaired. If a dispute arises as to whether a Home should be repaired or reconstructed, the board of directors of the Association, with the approval of the Institutional Mortgagee(s) having effective lien(s) thereon, shall make the determination to repair or reconstruct. The adjoining Owners shall be bound by this determination. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to assure that the overall quality development plan of the Community is maintained by requiring damaged Structures, including Homes, to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Association. If the proceeds of insurance not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs.

ARTICLE 13 COMPLIANCE AND DEFAULT

Each Owner shall be governed by and shall comply with the terms of the Community Documents. All provisions of this Declaration shall be enforceable, equitable servitude and shall run with the land and shall be effective until this Declaration is revoked. The Community Documents are enforceable by any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, and action for injunctive relief or an action for declaratory judgment.

13.1 Enforcement. The Association shall enforce the Community Documents. The Declarant reserves the right to enforce the Community Documents and to assign this right in the event the Association fails to enforce any provision of the Community Documents. An Owner desiring to enforce any provision of the Community Documents shall give thirty (30) days written notice to the Association of the Owner's intention to initiate enforcement proceedings. Upon the expiration of the thirty (30) day period, the Owner may initiate such enforcement proceedings if the Association fails to do so.

13.2 Negligence. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Site, Home or Structure by the Owner.

13.3 Costs and Attorneys' Fees. In any proceeding, whether arbitration, litigation or mediation, arising because of an alleged failure of an Owner or the Association to comply with the terms of the Community Documents, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees.

13.4 No Waiver of Rights. The failure of the Declarant, the Association or any Owner to enforce any covenant, restrictions, or other provision of the Community Documents shall not constitute a waiver of the right to do so thereafter.

ARTICLE 14 CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Sites in the Community, the sale or lease of Sites other than by the Declarant shall be subject to the following provisions:

14.1 Notice of Sale or Lease. An Owner shall notify the Association in writing of the Owner's intention to sell or lease the Owner's Home. Prior to occupying the Home, the purchaser or lessee shall execute a document acknowledging that the purchaser or lessee takes title subject to and agrees to abide by the rules and regulations. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the purchaser or lessee.

14.2 Leases. Any and all leases for the occupancy of a Home shall be in writing, shall have a minimum initial term of not less than ninety (90) days, and must provide that the tenancy shall be subject in all respects to the Community Documents and that any failure by the lessee to comply with such terms and conditions shall be a material default and breach of the lease. The lease shall also state who will be responsible for the assessments. Unless provided to the contrary in a lease, an Owner, by leasing the Owner's Home, automatically delegates the Owner's right to use and enjoy the Common Area and facilities to the Owner's lessee. In so doing, the Owner relinquishes such rights during the term of the lease.

14.3 Purpose. It is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this Article to impose an affirmative duty on each Owner to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records.

ARTICLE 15 AMENDMENTS

Except as otherwise provided herein, this Declaration may be amended in the following manner:

15.1 Notice. Notice of the Subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.2 Resolution. A copy of the resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.3 Adoption. An amendment shall be adopted in the following manner:

A. Scrivener's Error. The approval of a resolution for the adoption of an amendment correcting a technical or scrivener's error or merely clarifying existing provisions shall require only the affirmative action of the entire membership of the board of directors of the Association, and no meeting of the Owners nor any approval thereof need be had.

B. Board of Directors. In addition to the procedure set forth above and until the Transfer Date, proposal of an amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the board of directors of the Association, and no meeting of the Owners nor any approval thereof need be had.

C. Board of Directors and Owners. In addition to the procedures set forth above, a resolution for the adoption of a proposed amendment may be proposed by the board of directors of the Association or by the Owners of Sites. Owners may propose such an amendment by an instrument in writing directed to the President or Secretary signed by not less than ten (10%) percent of all Owners. Amendments may be proposed by the board of directors by action

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of a majority of the board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the board of directors, shall call a meeting of the Owners to be held not less than fourteen (14) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary. Except as provided herein such approval must be by at least the vote of the Owners of a majority of all Sites.

15.4 Execution and Recording. An amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Broward County, Florida.

15.5 Text of Amendments. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of the words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording to Declaration. See provision ____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE 16 TERMINATION

16.1 Term. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Community and shall inure to the benefits of the Declarant and all Owners, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After such time the covenants under the Community Documents shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Sites in the Community has been recorded agreeing to change or terminate (if not prohibited by other provisions of this Declaration) in whole or in part.

16.2 Ownership After Termination. If this Declaration is terminated in accordance herewith, it is hereby declared by the Declarant, and each and every Owner of a Site by acquiring title to his Site covenants and agrees, that the termination documents shall require:

A. That all Sites shall continue to be used solely as single family residences.

B. All Common Area shall be owned and held in equal shares by the Site Owners as tenants in common, and each Site Owner shall remain obligated to pay his prorata share of expenses to continually maintain the Common Area.

16.3 Dissolution of Association. In the event of dissolution of the Association, each Site shall continue to be subject to the assessments specified in this Declaration and each Owner shall continue to be personally obligated to the Declarant or the successor or assigns of the Association as the case may be for such assessment to the extent that such assessments are required to enable the Declarant or any such successors or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this section shall only apply with regard to the maintenance, operation and preservation of property which has been Common Area and continues to be so used for the common use and enjoyment of Owners. The above notwithstanding, in the event of dissolution of the Association, for whatever reason, the Declarant or any Owner may petition the Florida Courts for the appointment of a receiver to manage the affairs of the dissolved Association and the Common Area in place and instead of the Association and to make such provisions as may

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be necessary for the continued management of the affairs of the dissolved Association and the Common Area.

ARTICLE 17 MISCELLANEOUS

17.1 Approval of Association Lawsuits by Owners. The Association shall be required to obtain the approval of three-fourths (3/4) of the vote of all Owners at a duly called meeting of the members at which a quorum is present, prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for: (a) the collection of assessments; (b) the collection of other charges which Owners are obligated to pay pursuant to the Community Documents; (c) the enforcement of the use and occupancy restrictions contained in the Community Documents, including, but not limited to, those against tenants; or (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Community or to the Association.

17.2 Condemnation. In the event the Association receives any award or payment arising from any taking of the Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Area and improvements thereon to the extent deemed advisable by the Association and the remaining balance of such net proceeds, if any, shall then be held by the Association for the use of the Association.

17.3 Construction. The provisions of the Community Documents shall be liberally interpreted and construed to provide maximum flexibility consistent with the Declarant's general plan for development and the purposes set forth herein.

17.4 Consumer Price Index. Whenever specific dollar amounts are recited in the Community Documents (except with respect to the Budget process as more particularly described in Section 6.2 of the By-Laws of the Association), unless limited by law or by the specific text hereof (or thereof), such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the board of directors of the Association using the date recorded as the base period. In the event no such consumer price index is available, the board of directors shall choose a reasonable alternative to compute such increases.

17.5 Captions. Article and section captions inserted throughout this Declaration is intended only as a matter of convenience and for reference only and in no way shall define, limit or in any way affect any of the terms and provisions of this Declaration.

17.6 Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

17.7 Partial Invalidity, Severability. In the event any one of the provisions of the Community Documents shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

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17.8 Controlling Documents. In the case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Association, this Declaration shall control.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 25th day of July 1995.

Signed, sealed and delivered
in the presence of:

Nancy Mitchell
NANCY MITCHELL
Jordan Klemow
JORDAN KLEMAU

Watermark-Klemow Group, Ltd.,
a Florida limited partnership,
By: Wilkurt, Inc., a Florida corporation,
General partner

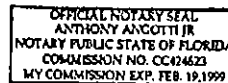
BY: L. William Rudnick
L. William Rudnick, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of July 1995, by L. William Rudnick as President of Wilkurt, Inc., a Florida corporation, on behalf of the corporation who is personally known to me, on behalf of Watermark-Klemow Group, LTD., a Florida limited partnership.

[Signature]
Notary Public

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EXHIBIT "A"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVERSIDE WALK

SITE 1

A portion of Parcel "N", "OAK WOOD", according to the plat thereof, as recorded in Plat Book 80, Page 39, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest^H corner of said Parcel "N", and a point on the Southerly right-of-way line of Riverside Drive; thence South 85°38'07" East, on the North line of said Parcel "N" and on the said Southerly right-of-way line, a distance of 36.67 feet, to a point of curve, thence Easterly on the said Northerly and Southerly lines and on a curve to the left, with a radius of 3490.75 feet, a central angle of 8°04'44", an arc distance of 492.21 feet, to the Point of Beginning; thence continuing Easterly on the said Northerly and Southerly lines, and on said curve to the left, with a radius of 3490.75 feet, a central angle of 3°25'08", and an arc distance of 208.29 feet; thence South 2°26'41.5" East, a distance of 373.42 feet, to a point on the South line of said Parcel "N", thence South 89°20'50.5" West, on the South line of said Parcel "N", a distance of 188.58 feet, to a point of curve, thence Westerly, on the South line of said Parcel "N", and along a curve to the left with a radius of 1809.57 feet, a central angle of 12°21'00.5", an arc distance of 390.06 feet; thence North 4°21'53" East, a distance of 195.00 feet; thence North 89°24'22" East, a distance of 345.74 feet; thence North 2°26'41.5" West, a distance of 204.00 feet to the Point of Beginning, and containing 3.0979 acres more or less.

AND

SITE 1

A portion of Parcel "N", "OAK WOOD", recorded in Plat Book 80, Page 39, of the Public Records of Broward County, Florida.

BEGINNING at the Southeast corner of said parcel "N"; thence South 89°20'50.5" West, along the South line of said Parcel "N", a distance of 663.46 feet; thence North 02°26'41.5" West, a distance of 373.42 feet to a point on the Northerly line of said Parcel "N", said point being on the arc of a curve to the North having a radius of 3,490.75 feet and a radial line to said point bears South 07°7'59" East; thence Easterly, along the arc of said curve and said Northerly line, through a central angle of 09°04'16", a distance of 552.66 feet to a Northeast corner of said Parcel "N"; thence South 16°12'15" East, along the Easterly line of said Parcel "N", a distance of 496.92 feet to the POINT OF BEGINNING, and containing 5.8891 acres, more or less.

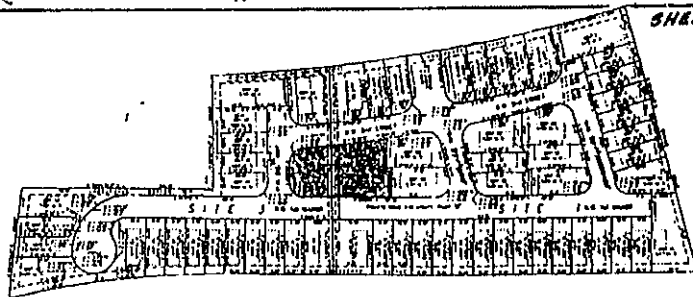
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Exhibit "B"



McLAUGHLIN ENGINEERING
ENGINEERS-SURVEYORS

400 Northeast Third Avenue
FT. LAUDERDALE, FLORIDA 33301
Telephone (808) 763-7611
Telecopier (305) 763-7615



SHEET 1 OF 2

LOCATION MAP
NOT TO SCALE

CERTIFICATE OF SURVEY
TRACT "A"
RECREATION AREA

This property is subject to Restrictions per:
O.R. Book No. 9165, pg. 768, B.C.R. and
O.R. Book No. 8895, pg. 182, B.C.R. and
City of Coral Springs Resolution No. 92-184,
per O.R. Book 19825, pg. 460, B.C.R.

A portion of PARCEL "H", OAK WOOD, according to the plat thereof,
as recorded in Plat Book 80, Page 39, of the public records of
Broward County, Florida, more fully described as follows:

Commencing at the Southeast corner of said PARCEL "H"; thence
South 89°20'51" West, on the South line of said PARCEL "H",
a distance of 548.45 feet; thence North 00°39'09" East,
a distance of 131.00 feet, to the Point of Beginning; thence
South 89°20'51" West, a distance of 165.90 feet, to a point
curve; thence Westerly through North on a curve to the right,
with a radius of 25.00 feet, a central angle of 88°12'28", an
arc distance of 38.49 feet, to a point of tangency; thence North
02°26'42" West, a distance of 35.44 feet, to a point of curve;
thence Northerly through Easterly on a curve to the right, with a
radius of 25.00 feet, a central angle of 86°16'26", an arc
distance of 37.64 feet, to a point of reverse curve; thence
Easterly on a curve to the left, with a radius of 3,642.25 feet,
a central angle of 01°31'23", an arc distance of 161.44 feet, to
a point; thence South 00°39'09" East, a distance of 46.61 feet;
thence North 89°20'51" East, a distance of 10.02 feet; thence
South 00°39'09" East, a distance of 57.10 feet to the Point of
Beginning.

Said lands situate, lying and being in the City of Coral Springs,
Broward County, Florida, and containing 17,305 square feet or
0.3973 acres more or less.

Certified correct. Dated at Fort Lauderdale, Florida, this 9th
day of August, 1994.

NOTES: 1) This drawing reflects all easements and rights-of-way,
as shown on above referenced record plat(s).

REVISED TO ADD NOTE THAT 1/4 DAY OF DECEMBER, 1994. REVISED TO SHOW CENTERLINE OF SECTION 1/4 DAY OF JUNE, 1994.
REVISED TO SHOW CENTERLINE OF SECTION 1/4 DAY OF JANUARY, 1995.

Legal description prepared by McLaughlin Engineering Company,
this 9th day of August, 1994. 3) This drawing is not valid unless
sealed with an embossed surveyors seal. 4) Bearings shown refer
to record plat (80/39), and assume the South line of said Parcel
"H" as South 89°20'50.5" West 5) THIS IS NOT A BOUNDARY SURVEY.

6) Elevations shown refer to National Geodetic Vertical Datum (1929) and
are indicated thus: 7) REFERENCE BENCH MARK: City of Coral Springs BM
364-Brass Disc 5" into asphalt, 1208 West of center line University Drive &
North of Riverside Drive. Elevation = 10.643. 8) 11118 PROPERTY LIES IN:
Flood Zone "M", Base Elevation = 12', per Flood Insurance Rate Map (FIRM)
12011C 0115 P, Community Panel No. 12000J, dated 8/18/92. 9) Underground
improvements, if any, not located.

There are no other easements, road reservations, or
rights-of-way of record per Commonwealth Land
Title Insurance Company Policy Numbers
1) No. 884-138550, dated 4/26/84 and
2) No. 884-138585, dated 6/21/84 at 8:00 a.m.

We hereby certify the undersigned is duly qualified
technical assistance of the State of
Professional Land Surveyor, License No. 4185, State of
Florida, Surveyor, pursuant to Section 472.021,
Florida Statutes.
McLAUGHLIN ENGINEERING CO.

Carl E. McLaughlin
Carl E. McLaughlin
Registration (Land Surveyor) No. 4185
State of Florida

SURVEYED, STAKED BUILDINGS & ELEVATIONS TAKEN THIS 27TH DAY OF APRIL, 1995.
FOUNDATION FOR CABANA & ELEVATIONS TAKEN THIS 28TH DAY OF
MAY, 1995.

FIELD BOOK NO. OAKWOOD #1/17
JOB ORDER NO. R-9039, S-0778, S-2409, S-2701

DRAWN BY _____
CHECKED BY CA



Exhibit "B"
McLAUGHLIN ENGINEERING
ENGINEERS-SURVEYORS

400 Northeast Third Avenue
FT. LAUDERDALE, FLORIDA 33301
Telephone (805) 783-7811
Telecopier (805) 783-7615

CERTIFICATE OF SURVEY
TRACT "A"

SHEET 2 OF 2

A PORTION OF PARCEL "N", OAKWOOD, ACCORDING
TO THE PLAT THEREOF, RECORDED IN PLAT BOOK
80, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA, MORE FULLY DESCRIBED ON
SHEET 1 OF 2 SHEETS.

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

CL = CENTERLINE

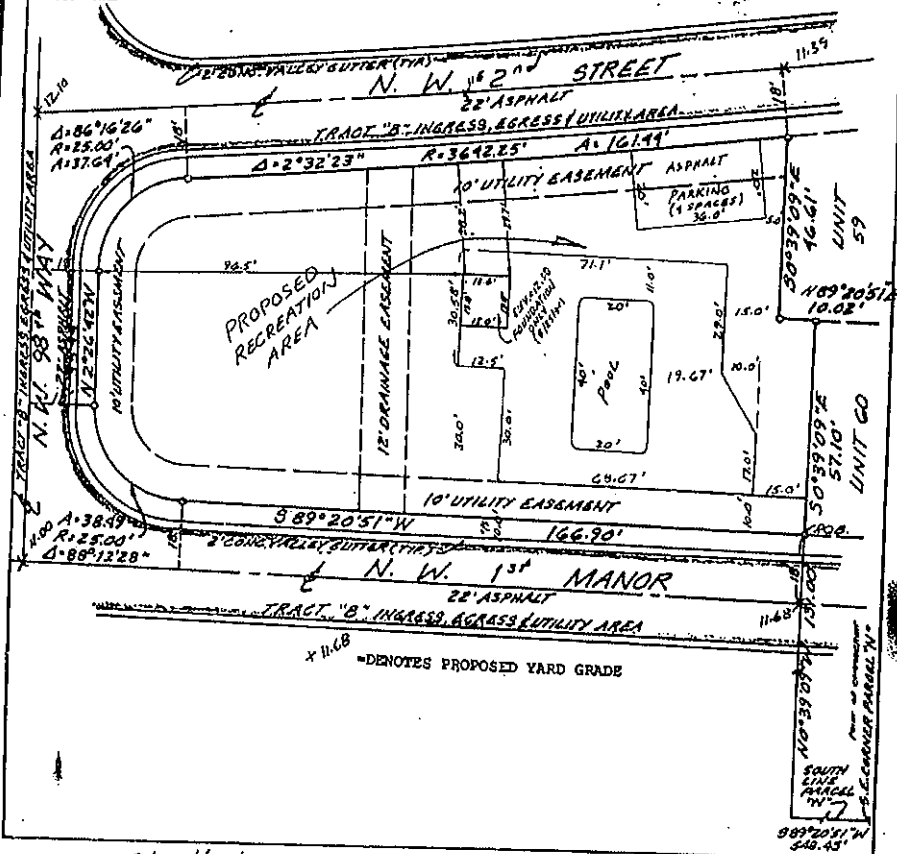
McLAUGHLIN ENGINEERING CO.

Carl C. McLaughlin
CARL C. McLAUGHLIN

Registered Land Surveyor No. 4185
State of Florida

LEGEND

- Δ = CENTRAL ANGLE (DELTA)
- R = RADIUS
- A or L = ARC LENGTH
- CH. MARK = CHAIN MARKING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- MC = WITH McLAUGHLIN ENGINEERING CO. CAP
- CONC = CONCRETE
- C.B.E. = CONCRETE, BLOCK AND STUCCO
- ELEV. = ELEVATION
- O/S = OFFSET
- B.C.R. = BROWARD COUNTY RECORDS
- O.R. = OFFICIAL RECORDS BOOK
- P.C. = PAGE



FIELD BOOK NO. *Oakwood/124*

JOB ORDER NO. *R-9039, 9-0178, 9-2409, 9-2701*

DRAWN BY *SY*

CHECKED BY *CH-JM*

8K23736P0935

Exhibit "B"

PHONE: 305-763-7611
403 N. E. 3RD AVENUE
FORT LAUDERDALE, FLORIDA

McLAUGHLIN ENGINEERING CO.
ENGINEERS-SURVEYORS

SHEET 1 OF 3 SHEETS

SKETCH AND DESCRIPTION
TRACT "B"
UTILITY AREA

A portion of PARCEL "N", OAK WOOD, according to the plat thereof, as recorded in Plat Book 80, Page 39, of the public records of Broward County, Florida, more fully described as follows:

Commencing (1) at the Southeast corner of said PARCEL "N"; thence South 89°20'51" West, on the South line of said PARCEL "N", a distance of 82.46 feet; thence North 00°39'09" West, a distance of 95.00 feet to the Point of Beginning (1); thence continuing North 00°39'09" West, a distance of 36.00 feet; thence South 89°20'51" West, a distance of 38.81 feet, to a Reference Point "A", and a point of curve; thence Westerly through Northerly on a curve to the right, with a radius of 25.00 feet, a central angle of 74°26'54", an arc distance of 32.48 feet, to a point of tangency; thence North 16°12'15" West, a distance of 243.10 feet; thence South 73°47'45" West, a distance of 36.00 feet; thence South 14°01'39" East, a distance of 16.80 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 25.00 feet, a central angle of 90°24'00", an arc distance of 39.44 feet, to a point of compound curve; thence Westerly on a curve to the right, with a radius of 3,606.25 feet, a central angle of 02°46'06", an arc distance of 174.25 feet, to a point of compound curve; thence Westerly through Northerly on a curve to the right, with a radius of 25.00 feet, a central angle of 90°52'48", an arc distance of 39.65 feet, to a point of tangency; thence North 09°58'45" West, a distance of 90.21 feet, to a point on the North line of said PARCEL "N" and a point on a curve; thence Westerly on the said North line and on a curve to the right, whose radius point bears North 10°28'17" West with a radius of 3490.75 feet, a central angle of 00°59'05", an arc distance of 60.00 feet, to a point; thence South 09°58'45" East, a distance of 90.21 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 25.00 feet, a central angle of 90°52'48", an arc distance of 39.65 feet, to a point of compound curve; thence Westerly on a curve to the right, with a radius of 3,606.25 feet, a central angle of 02°50'18", an arc distance of 178.66 feet, to a point of compound curve; thence Westerly through Northerly on a curve to the right, with a radius of 25.00 feet, a central angle of 90°24'00", an arc distance of 39.44 feet, to a point of tangency; thence North 05°51'38" West, a distance of 9.41 feet; thence South 87°33'18" West, a distance of 36.00 feet; thence South 02°26'42" East, a distance of 126.85 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 25.00 feet, a central angle of 91°47'32", an arc distance of 40.05 feet to a point of tangency; thence South 89°20'51" West, a distance of 229.53 feet, to a point of curve; thence Westerly through Southerly on a curve to the left, with a radius of 100.00 feet, a central angle of 74°33'45", an arc distance of 130.14 feet, to a point of compound curve; thence Southerly, Easterly and Northerly on a curve to the left, with a radius of 45.00 feet, a central angle of 215°48'08", an arc distance of 169.49 feet, to a point of reverse curve; thence Northerly through Easterly on a curve to the right, with a radius of 25.00 feet, a central angle of 110°21'53", an arc distance of 46.16 feet, to a point of tangency; thence North 89°20'51" East, a distance of 935.23 feet to the Point of Beginning (1).

BK 23736 PG 0936

FIELD BOOK No. _____
JOB ORDER No. R-10157

DRAWN BY RE
CHECKED BY CN

PHONE: 305-763-7611
400 N E 3RD AVENUE
FORT LAUDERDALE, FLORIDA

Exhibit "B"

McLAUGHLIN ENGINEERING CO.

ENGINEERS-SURVEYORS

SHEET 2 OF 3 SHEETS

LESS (NOT INCLUDED 1):

Commencing (2) at the aforementioned Reference Point "A"; thence South $89^{\circ}20'51''$ West, a distance of 89.27 feet to the Point of Beginning (2); thence continuing South $89^{\circ}20'51''$ West, a distance of 167.69 feet, to a Reference Point "B" and to a point of curve; thence Westerly through Northerly on a curve to the right, with a radius of 25.00 feet, a central angle of $74^{\circ}26'54''$, an arc distance of 32.40 feet, to a point of tangency; thence North $16^{\circ}12'15''$ West, a distance of 82.94 feet, to a point of curve; thence Northerly through Easterly on a curve to the right, with a radius of 25.00 feet, a central angle of $95^{\circ}02'45''$, an arc distance of 41.47 feet, to a point of reverse curve; thence Easterly on a curve to the left, with a radius of 3,642.25 feet, a central angle of $02^{\circ}31'47''$, an arc distance of 160.81 feet, to a point of reverse curve; thence Easterly through Southerly on a curve to the right, with a radius of 25.00 feet, a central angle of $87^{\circ}29'02''$, an arc distance of 38.17 feet, to a point of tangency; thence South $16^{\circ}12'15''$ East, a distance of 117.22 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 25.00 feet, a central angle of $105^{\circ}33'06''$, an arc distance of 46.06 feet, to the Point of Beginning (2).

AND LESS (NOT INCLUDED 2):

Commencing (3) at the aforementioned Reference Point "B"; thence South $89^{\circ}20'51''$ West, a distance of 89.27 feet to the Point of Beginning (3); thence continuing South $89^{\circ}20'51''$ West, a distance of 247.86 feet, to a point of curve; thence Westerly through Northerly on a curve to the right, with a radius of 25.00 feet, a central angle of $88^{\circ}12'28''$, an arc distance of 38.49 feet, to a point of tangency; thence North $02^{\circ}26'42''$ West, a distance of 35.44 feet, to a point of curve; thence Northerly through Easterly on a curve to the right, with a radius of 25.00 feet, a central angle of $86^{\circ}16'26''$, an arc distance of 37.64 feet, to a point of reverse curve; thence Easterly on a curve to the left, with a radius of 3,642.25 feet, a central angle of $03^{\circ}38'13''$, an arc distance of 231.19 feet, to a point of reverse curve; thence Easterly through Southerly on a curve to the right, with a radius of 25.00 feet, a central angle of $83^{\circ}36'13''$, an arc distance of 36.48 feet, to a point of tangency; thence South $16^{\circ}12'15''$ East, a distance of 67.62 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 25.00 feet, a central angle of $105^{\circ}33'06''$, an arc distance of 46.06 feet, to the Point of Beginning (3).

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida, and containing 90,246 square feet or 2.0718 acres more or less.

Certified correct. Dated at Fort Lauderdale, Florida, this 15th day of August, 1994.

NOTES: 1) This drawing DOES NOT REFLECT ALL easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company. 2) Legal description prepared by McLaughlin Engineering Company, this 15th day of August, 1994. 3) This drawing is not valid unless sealed with an embossed surveyors seal. 4) Bearings shown refer to record plat (80/39), and assume the South line of said Parcel "N" as South $89^{\circ}20'51''$ West 5) THIS IS NOT A BOUNDARY SURVEY.

McLAUGHLIN ENGINEERING COMPANY

James M. McLaughlin Jr.
Registered Land Surveyor No. 4497
State of Florida

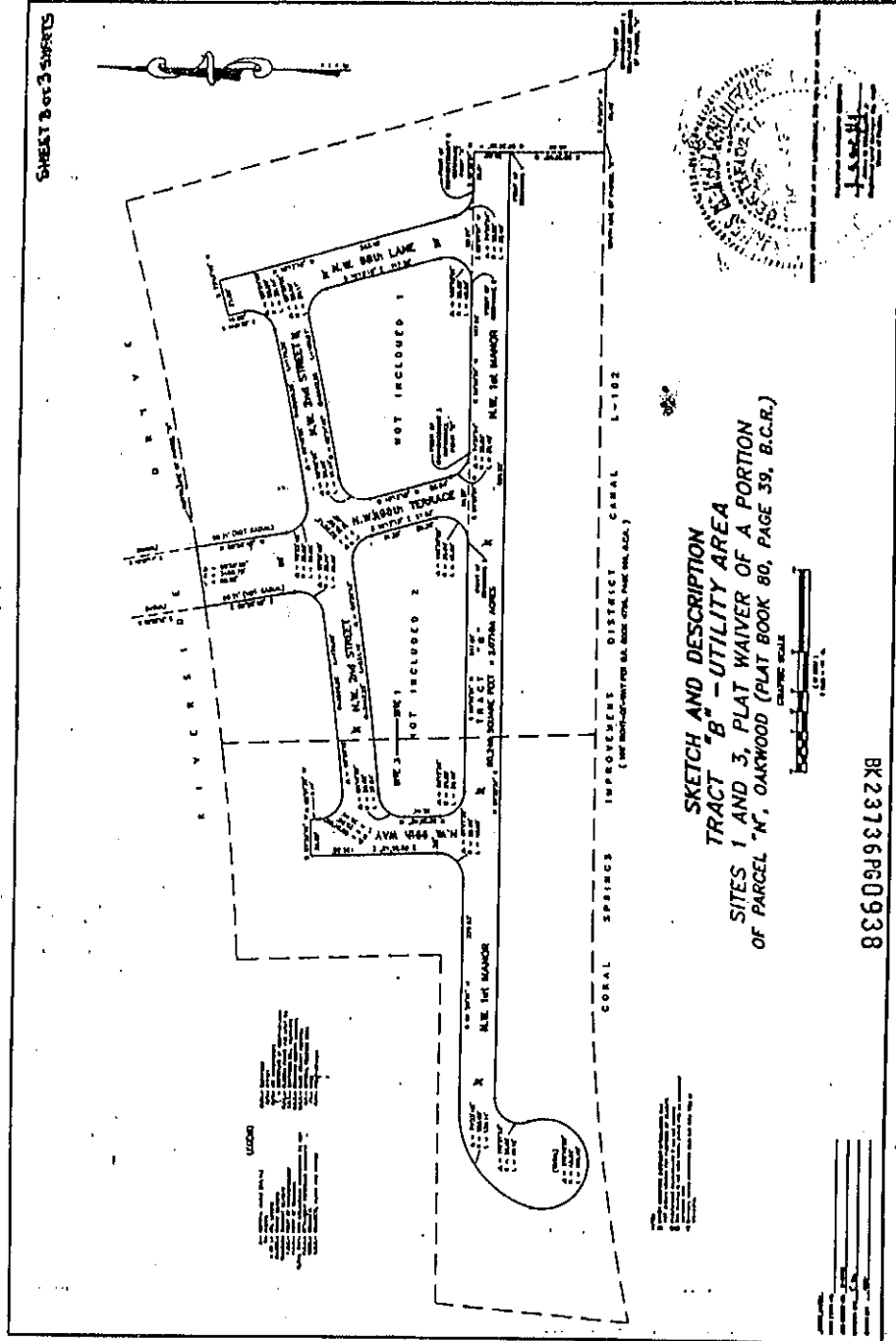
FIELD BOOK No.

JOB ORDER No. R-7039

DRAWN BY

CHECKED BY CA

BK23736PG0937



PHONE: 305-763-7611
400 N E 3RD AVENUE
FORT LAUDERDALE, FLORIDA

Exhibit "B"
McLAUGHLIN ENGINEERING CO.
ENGINEERS-SURVEYORS

SHEET 1 OF 4 SHEETS

SKETCH AND DESCRIPTION
UTILITY EASEMENTS
SITES 1 AND 3, PLAT WAIVER OF A PORTION
OF PARCEL "N", OAK WOOD

A strip of land over, across and through a portion of PARCEL "N", OAK WOOD, according to the plat thereof, as recorded in Plat Book 80, Page 39, of the public records of Broward County, Florida, more fully described as follows:

A strip of land 10.00 feet wide lying 5.00 feet on each side of the following described centerline: Commencing (1) at the Southeast corner of said PARCEL "N"; thence South $89^{\circ}20'51''$ West, on the South line of said PARCEL "N", a distance of 77.46 feet; thence North $00^{\circ}39'09''$ West, a distance of 90.00 feet, to the Point of Beginning (1) of herein described centerline; thence continuing North $00^{\circ}39'09''$ West, a distance of 46.00 feet; thence South $89^{\circ}20'51''$ West, a distance of 43.80 feet, to a point of curve; thence Westerly through Northerly on a curve to the right, with a radius of 20.00 feet, a central angle of $74^{\circ}26'54''$, an arc distance of 25.99 feet, to a point of tangency; thence North $16^{\circ}12'15''$ West, a distance of 248.10 feet; thence South $73^{\circ}47'45''$ West, a distance of 45.19 feet, to a Reference Point "A"; thence North $14^{\circ}01'39''$ West, a distance of 56.78 feet, to the Point of Termination (1) of herein described centerline.

TOGETHER WITH:

A strip of land 10.00 feet wide lying 5.00 feet on each side of the following described centerline: Beginning (2) at the aforementioned Reference Point "A"; thence South $14^{\circ}01'39''$ East, a distance of 21.64 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 20.00 feet, a central angle of $90^{\circ}24'00''$, an arc distance of 31.56 feet, to a point of compound curve; thence Westerly on a curve to the right, with a radius of 3601.25 feet, a central angle of $02^{\circ}46'06''$, an arc distance of 174.01 feet, to a point of compound curve; thence Westerly through Northerly on a curve to the right, with a radius of 20.00 feet, a central angle of $90^{\circ}52'48''$, an arc distance of 31.72 feet, to a point of tangency; thence North $09^{\circ}58'45''$ West, a distance of 78.25 feet, to a Reference Point "B" and to the Point of Termination (2) of herein described centerline.

ALSO TOGETHER WITH:

A strip of land 10.00 feet wide lying 5.00 feet on each side of the following described centerline: Commencing (2) at aforementioned Reference Point "B"; thence South $80^{\circ}01'15''$ West, a distance of 70.00 feet, to the Point of Beginning (3) of herein described centerline; thence South $09^{\circ}58'45''$ East, a distance of 78.25 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 20.00 feet, a central angle of $90^{\circ}52'48''$,

an arc distance of 31.72 feet, to a point of compound curve; thence Westerly on a curve to the right, with a radius of 3601.25 feet, a central angle of $02^{\circ}50'18''$, an arc distance of 178.41 feet, to a point of compound curve; thence Westerly through Northerly on a curve to the right, with a radius of 20.00 feet, a central angle of $90^{\circ}24'00''$, an arc distance of 31.56 feet, to a point of tangency; thence North $05^{\circ}51'38''$ West, a distance of 14.12 feet, to a Reference Point "C"; thence North $05^{\circ}51'38''$ West, a distance of 64.30 feet, to the Point of Termination (3) of herein described centerline.

FIELD BOOK No. _____
JOB ORDER No. P-7639

DRAWN BY _____
CHECKED BY _____

BK23736P60939

PLANS: 365-763-1611
400 N E 3RD AVENUE
FORT LAUDERDALE FLORIDA

Exhibit "B"
McLAUGHLIN ENGINEERING CO.
ENGINEERS-SURVEYORS

SHEET 2 OF 4 SHEETS

AND ALSO TOGETHER WITH:

A strip of land 10.00 feet wide lying 5.00 feet on each side of the following described centerline: Beginning (3) at the aforementioned Reference Point "C"; thence South $87^{\circ}33'18''$ West, a distance of 45.19 feet; thence South $02^{\circ}26'42''$ East, a distance of 171.85 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 20.00 feet, a central angle of $91^{\circ}47'32''$, an arc distance of 32.04 feet, to a point of tangency; thence South $89^{\circ}20'51''$ West, a distance of 229.53 feet, to a point of curve; thence Westerly through Southerly on a curve to the left, with a radius of 105.00 feet, a central angle of $74^{\circ}33'45''$, an arc distance of 136.64 feet, to a point of compound curve; thence Southerly, Easterly and Northerly on a curve to the left, with a radius of 50.00 feet, a central angle of $215^{\circ}48'08''$, an arc distance of 188.32 feet, to a point of reverse curve; thence Northerly through Easterly on a curve to the right, with a radius of 20.00 feet, a central angle of $110^{\circ}21'53''$, an arc distance of 38.52 feet, to a point of tangency; thence North $89^{\circ}20'51''$ East, a distance of 550.20 feet, to a Reference Point "D"; thence continuing North $89^{\circ}20'51''$ East, a distance of 256.95 feet, to a Reference Point "E"; thence North $89^{\circ}20'51''$ East, a distance of 133.07 feet, to the Point of Beginning (1), and the Point of Termination (4) of herein described centerline.

AND ALSO TOGETHER WITH:

A strip of land 10.00 feet wide lying 5.00 feet on each side of the following described centerline: Commencing (3) at the aforementioned Reference Point "D"; thence North $00^{\circ}39'09''$ West, a distance of 46.00 feet, to the Point of Beginning (5) of herein described centerline; thence South $89^{\circ}20'51''$ West, a distance of 247.86 feet, to a point of curve; thence Westerly through Northerly on a curve to the right, with a radius of 20.00 feet, a central angle of $88^{\circ}12'28''$, an arc distance of 30.79 feet, to a point of tangency; thence North $02^{\circ}26'42''$ West, a distance of 35.44 feet, to a point of curve; thence Westerly through Northerly on a curve to the right, with a radius of 20.00 feet, a central angle of $86^{\circ}16'26''$, an arc distance of 30.12 feet, to a point of reverse curve; thence Easterly on a curve to the left, with a radius of 3647.25 feet, a central angle of $03^{\circ}38'13''$, an arc distance of 231.51 feet, to a point of reverse curve; thence Easterly through Southerly on a curve to the right, with a radius of 20.00 feet, a central angle of $83^{\circ}36'13''$, an arc distance of 29.18 feet, to a point of tangency; thence South $16^{\circ}12'15''$ East, a distance of 67.62 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 20.00 feet, a central angle of $105^{\circ}33'05''$, an arc distance of 36.84 feet, to the Point of Beginning (5) and the Point of Termination (5), of herein described centerline.

AND ALSO TOGETHER WITH:

A strip of land 10.00 feet wide lying 5.00 feet on each side of the following described centerline: Commencing (4) at the aforementioned Reference Point "E"; thence North $00^{\circ}39'09''$ West, a distance of 46.00 feet, to the Point of Beginning (6) of herein described centerline; ; thence South $89^{\circ}20'51''$ West, a distance of 167.69 feet, to a point of curve; thence Westerly through Northerly on a curve to the right, with a radius of 20.00 feet, a central angle of $74^{\circ}26'54''$, an arc distance of 25.99 feet, to a point of tangency; thence North $16^{\circ}12'15''$ West, a distance of 82.94 feet, to a point of curve; thence Northerly through

8X23736P60940

FIELD BOOK No. _____
JOB ORDER No. P-9039

DRAWN BY _____
CHECKED BY _____

SHEET 3 OF 4 SHEETS

Easterly on a curve to the right, with a radius of 20.00 feet, a central angle of $95^{\circ}02'45''$, an arc distance of 33.18 feet, to a point of reverse curve; thence Easterly on a curve to the left, with a radius of 3647.25 feet, a central angle of $02^{\circ}31'47''$, an arc distance of 161.03 feet, to a point of reverse curve; thence Easterly through Southerly on a curve to the right, with a radius of 20.00 feet, a central angle of $87^{\circ}29'02''$, an arc distance of 30.54 feet, to a point of tangency; thence South $16^{\circ}12'15''$ East, a distance of 117.22 feet, to a point of curve; thence Southerly through Westerly on a curve to the right, with a radius of 20.00 feet, a central angle of $105^{\circ}33'05''$, an arc distance of 36.84 feet, to the Point of Beginning (6), and the Point of Termination (6), of herein described centerline.

AND ALSO TOGETHER WITH:

A strip of land 12.00 feet wide lying 6.00 feet on each side of the following described centerline: Commencing (5) at the Southeast corner of said PARCEL "N"; thence North $16^{\circ}12'15''$ West, on the East line of said PARCEL "N", a distance of 490.92 feet, to a point on a line 6.00 feet South of and concentric with the North line of said PARCEL "N" said point also being the Point of Beginning (7) of herein described centerline, being a point on a curve; thence Westerly on said concentric curve being a curve to the right, with a radius of 3496.75 feet, a central angle of $05^{\circ}43'58''$, an arc distance of 349.87 feet, to a Reference Point "F", and the Point of Termination (7), of the herein described centerline.

AND ALSO TOGETHER WITH:

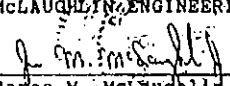
A strip of land 12.00 feet wide lying 6.00 feet on each side of the following described centerline: Commencing (6) at the aforementioned Reference Point "F", being a point on a concentric curve 6.00 feet South of the North line of said PARCEL "N"; thence Westerly on a curve to the right, whose radius point bears North $10^{\circ}28'14''$ West, with a radius of 3496.75 feet, a central angle of $00^{\circ}58'59''$, an arc distance of 60.00 feet, to the Point of Beginning (8), of the herein described centerline; thence Westerly on said concentric curve to the right, with a radius of 3496.75 feet, a central angle of $02^{\circ}15'50''$, an arc distance of 138.16 feet, to the Point of Termination (8), of herein described centerline.

Said lands situate, lying and being in the City of Coral Spring, Brevard County, Florida.

Certified correct. Dated at Fort Lauderdale, Florida, this 16th day of August, 1994.

NOTES: 1) This drawing DOES NOT reflect all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company. 2) Legal description prepared by McLaughlin Engineering Company, this 15th day of August, 1994. 3) This drawing is not valid unless sealed with an embossed surveyors seal. 4) Bearings shown refer to record plat (80/39), and assume the South line of said Parcel "N" as South $89^{\circ}20'51''$ West 5) THIS IS NOT A BOUNDARY SURVEY.

McLAUGHLIN ENGINEERING COMPANY


James M. McLaughlin, Jr.
Registered Land Surveyor No. 4497
State of Florida

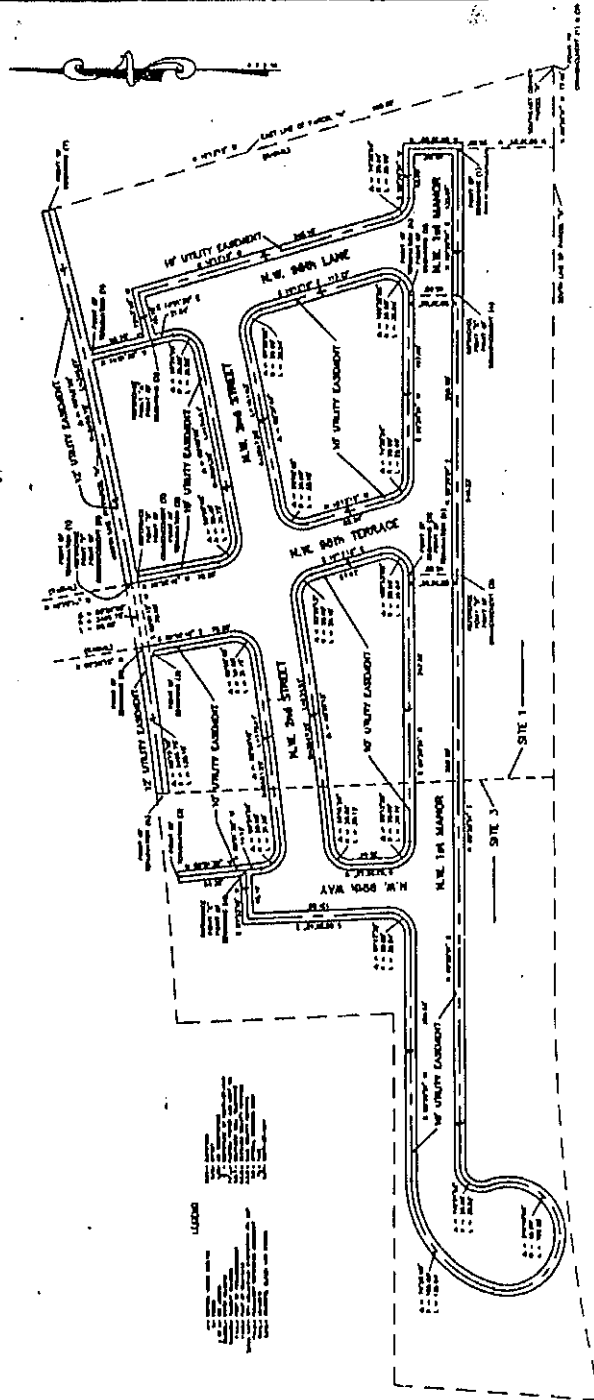
FIELD BOOK No. _____
JOB ORDER No. _____

DRAWN BY _____
CHECKED BY _____

BK23736PG0941

Survey Map of Section

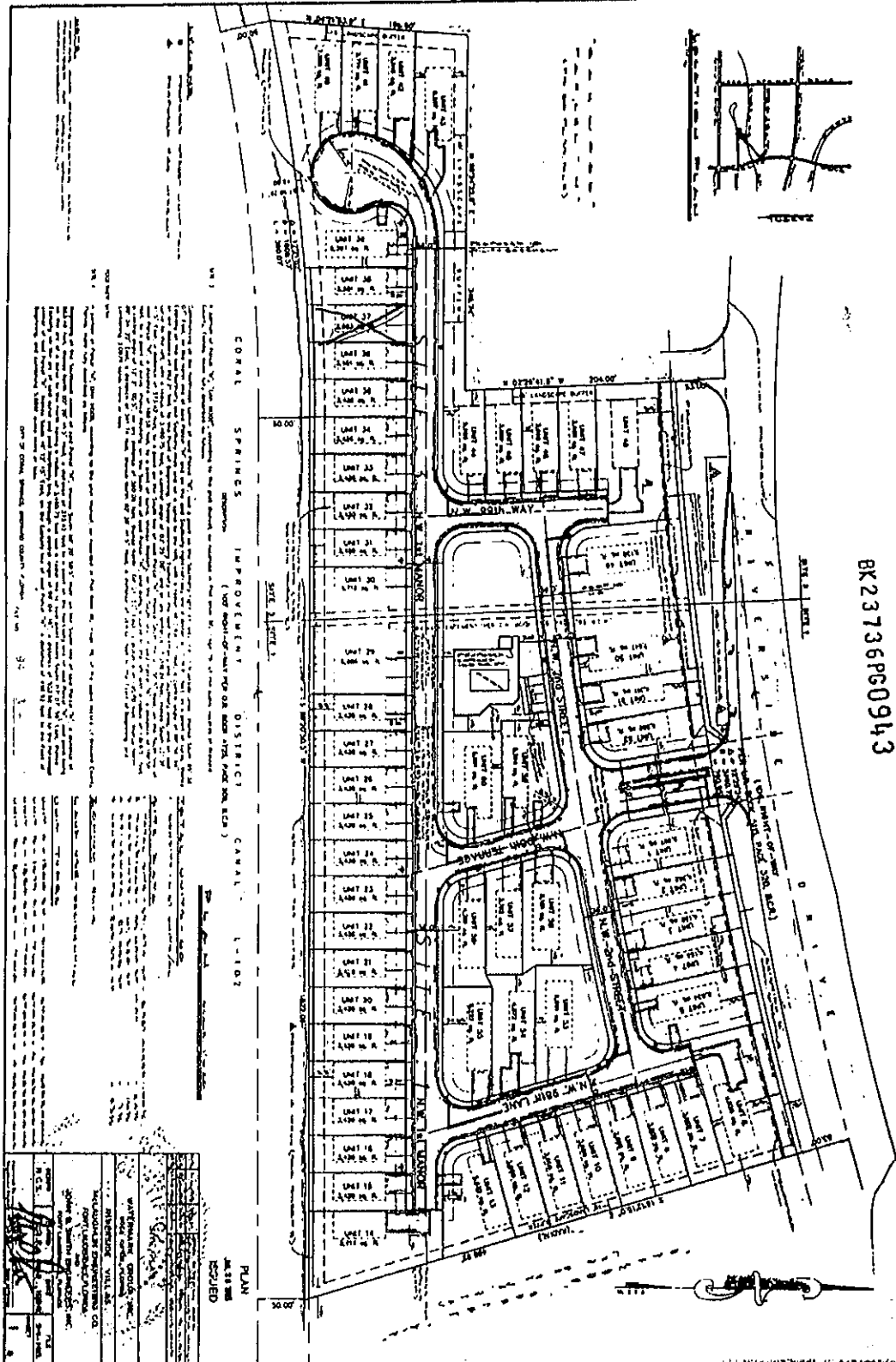
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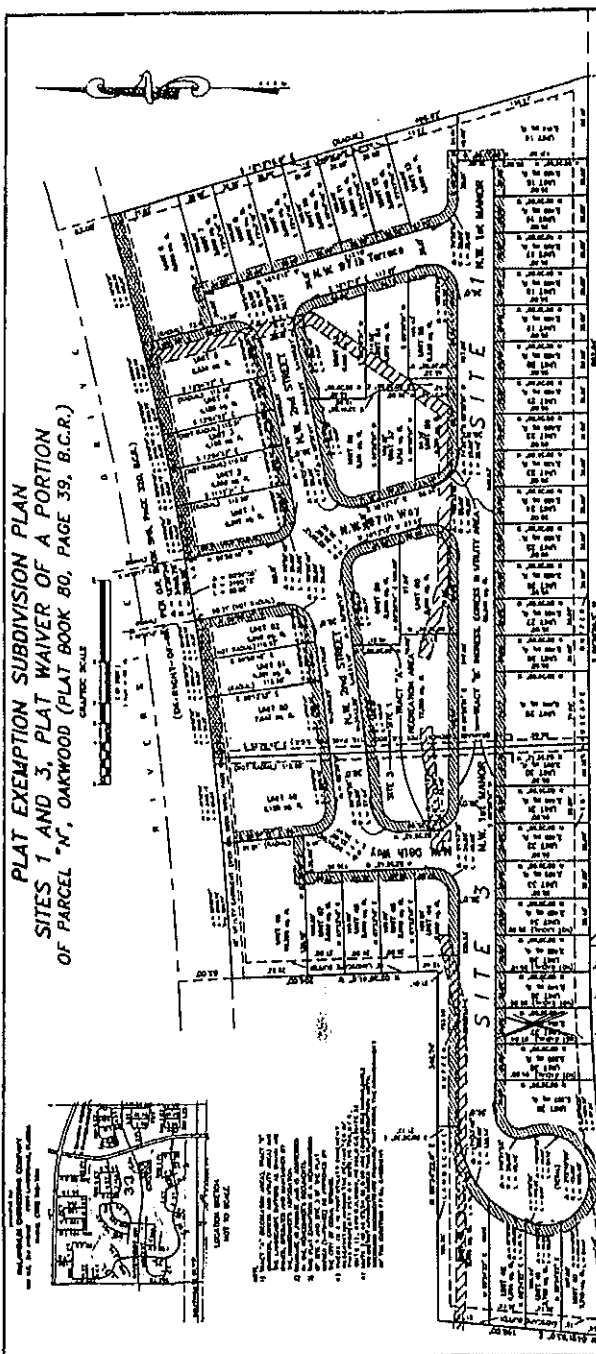
SKETCH AND DESCRIPTION
UTILITY EASEMENTS
SITES 1 AND 3, PLAT WAIVER OF A PORTION
OF PARCEL "N", OAKWOOD (PLAT BOOK 80, PAGE 59, B.C.R.)



BK23736PG0943

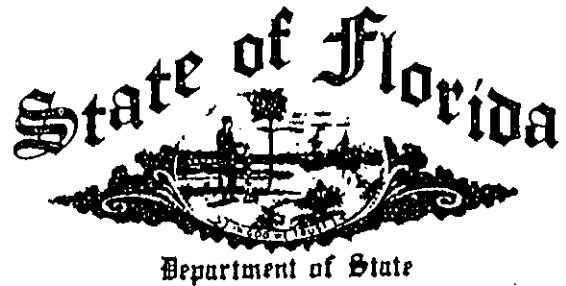


PLAT EXEMPTION SUBDIVISION PLAN
SITES 1 AND 3, PLAT WAIVER OF A PORTION
OF PARCEL "N", OAKWOOD (PLAT BOOK 80, PAGE 39, B.C.R.)

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1. NAME
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 3. TIME
 4. LOCATION
 5. WEATHER
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 7. SEA
 8. SWELL
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Exhibit "C"



I certify the attached is a true and correct copy of the Articles of Incorporation of RIVERSIDE WALK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on July 26, 1995, as shown by the records of this office.

The document number of this corporation is N95000003528.

BK23736PG0945

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of July, 1995



CR2EO22 (1-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
RIVERSIDE WALK HOMEOWNERS ASSOCIATION, INC.

FILED
95 JUL 26 11:11 AM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act, and certify as follows:

ARTICLE 1

NAME

1.1 The name of the corporation shall be RIVERSIDE WALK HOMEOWNERS ASSOCIATION, INC. For convenience this corporation shall be referred to as the "Association".

1.2 Except as otherwise provided herein, the terms used in these Articles of Incorporation and in the By-Laws of the Association shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for Riverside Walk.

ARTICLE 2

PURPOSES

2.1 The purpose for which the Association is organized is to manage, operate and maintain RIVERSIDE WALK, hereinafter referred to as the "Community".

2.2 This Association is organized for the purpose of providing a convenient means of administering the Community by the owners thereof. The Association is not a condominium association and is not created pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes.

2.3 The Association shall not issue shares of stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE 3

POWERS

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(A) To adopt a budget or budgets and to make and collect assessments against members to defray the costs of the operation of the Association and the payment of Common Expenses.

(B) To use the proceeds of assessments in the exercise of its powers and duties.

(C) To maintain, manage, repair, replace and operate all the Common Areas, including but not limited to obtaining and maintaining adequate insurance to protect the Association and Common Areas.

(D) To reconstruct improvements after casualty and construct further improvements to the Common Areas.

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(E) To make and amend rules and regulations governing the operation and use of the Common Areas.

(F) To assess fines against members in accordance with the provisions of the Bylaws of the Association.

(G) To enforce by legal means the provisions of the Community Documents.

(H) To contract for the management of the Association and to delegate to such contractor all powers and duties of the Association except such as are specifically required by any of the Community Documents to have approval of the Board of Directors or the members of the Association.

(I) Notwithstanding anything herein to the contrary, the Association shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7), of the Internal Revenue Code and its regulations as the same may now exist or as they may be hereinafter amended from time to time.

3.3 All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Community Documents.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Community Documents.

ARTICLE 4

MEMBERS

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

4.1 All Owners of Sites in the Community shall be members of this Association, and no other persons or entities shall be entitled to membership. Each Site shall be entitled to one vote.

4.2 Changes in membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a change of record title to a Site in the Community and the delivery to the Association of a copy of such recorded instrument, the new Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. The Association shall keep a membership book containing the name and address of each member.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Site.

ARTICLE 5

DIRECTORS

5.1 All corporate powers shall be exercised by or under the authority of, and the affairs of the corporation shall be managed under the direction of the Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors as shall be determined by the By-Laws, provided that there shall always be an odd number of Directors. In the absence of a determination as to the number of Directors, the Board shall consist of three (3) Directors.

5.2 Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws.

Return recorded document to:
Jonathan A. Yellin, Esq.
The Yellin Law Firm
10100 West Sample Road, Suite 101
Coral Springs, FL 33065
(954) 376-4812 Office
(954) 333-3562 Fax

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIVERSIDE WALK**

WE HEREBY CERTIFY that the attached amendment to the Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 23736 at Page 929 of the Public Records of Broward County, Florida, as subsequently amended in Official Records Book 24915 at Page 165, relating to and encumbering that certain land more particularly described below, was duly adopted in the manner provided in Article 15, Section 15.3(C) of the Declaration of Covenants, Condition and Restrictions, by affirmative vote of a majority of all members / owners at a duly noticed meeting of the membership on August 16, 2012:

A portion of Parcel "N", "Oak Wood", according to the Plat thereof, as recorded in Plat Book 80 at Page 39 of the Public Records of Broward County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, we have set our hands and seals on this 17 day of August 2012.

Signed, sealed and delivered
in the presence of:

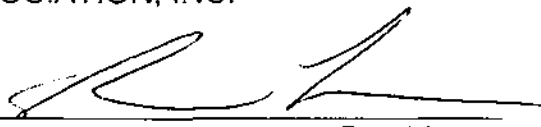
Sign 

Print Marjorie Zvolenski

Sign 

Print Marjorie Suarez

RIVERSIDE WALK HOMEOWNERS
ASSOCIATION, INC.

By: , President

STATE OF FLORIDA :
: SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Andrew Lee, well known to me to be the President of Riverside Walk Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation and that they acknowledged executing the same voluntarily under the authority duly vested in them be said Corporation.

Dated at Broward County, Florida this 17 day of August 2012

Jane M. Brock
NOTARY PUBLIC, STATE OF FLORIDA

(Seal)

My Commission Expires:



EXHIBIT "A"

AMENDMENT TO DECLARATION OF COVENANTS
RIVERSIDE WALK HOMEOWNERS ASSOCIATION, INC.

(Additions shown by underlining; deletions by "---")

Article 14.1 of the Declaration to be amended as follows:

14.1 ~~Notice of Sale or Lease~~ Approval of Transfer An Owner shall notify the Association in writing of the Owner's intention to sell ~~or lease~~ the Owner's Home. Prior to occupying the Home, the purchaser ~~or lessee~~ shall execute a document acknowledging the the purchaser ~~or lessee~~ takes title subject to and agrees to abide by the rules and regulations. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the purchaser ~~or lessee~~.

A. An Owner intending to make a bona fide transfer or sale of his or her Home shall give to the Association a written notice of intention to transfer, together with the name and address of the intended purchaser or transferee and such other information as the Association may reasonably require, which may include a personal interview with the prospective purchaser, at the discretion of the Board. In addition, the Board may require the payment of a transfer fee in an amount not to exceed the highest amount allowed by law as the law might be amended from time to time. In the event an application to purchase or transfer is not approved then the sale or transfer shall not be made. The Association may disprove the sale or transfer for any lawful reason, including lack of creditworthiness of the purchaser or transferee, prior evictions, criminal history, and poor or insufficient employment and residential references. In the event the Association disproves any transfer, the Association shall have no obligation to purchase the Home or propose a substitute purchaser or transferee.

B. The Association shall not require approval of a transfer of interest between domestic partners or spouses. The Association shall not require approval of any person or entity that obtains title through operation of a will or trust. The Association shall not require approval of any party or entity acquiring title through judicial sale or by deed in lieu of foreclosure. However, the Association shall require approval as set forth in Paragraph A above and Article 14.2 of any subsequent purchaser or lessee taking an interest from the party or entity that acquired title through judicial sale or from a deed in lieu of foreclosure.

Article 14.2 of the Declaration to be amended as follows:

14.2 Approval of Leases Any and all leases for the occupancy of a Home shall be in writing, shall have a minimum initial term of not less than ninety (90) days, and must provide that the tenancy shall be subject in all respects to the Community Documents and that any failure by the lessee to comply with such terms and conditions

shall be a material default and breach of the lease. Should the Association acquire title to a unit through foreclosure of a lien for assessments, the Association may enter into a lease of any length. The lease shall also state who will be responsible for the assessments. Unless provided to the contrary in a lease, and Owner, by leasing the Owner's Home, automatically delegates the Owner's right to use and enjoy the Common Area and facilities to the Owner's lessee. In so doing, the Owner relinquishes such rights during the term of the lease.

A. An Owner intending to make a bona fide lease of his or her Home shall give to the Association a written notice of intention to lease, together with the name and address of the intended lessee and such other information as the Association may reasonably require, which may include a personal interview with the prospective lessee, at the discretion of the Board. In addition, the Board may require the payment of a transfer fee in an amount not to exceed the highest amount allowed by law as the law might be amended from time to time. In the event a lease or prospective lessee is not approved the lease shall not be made. The Association may disprove the lease for any lawful reason, including lack of creditworthiness of the lessee, prior evictions, criminal history, and poor or insufficient employment and residential references.

B. No lease may be renewed, extended or continued beyond one (1) year without the express approval of the Association. No less than thirty (30) days prior to the expiration of the lease, an Owner must make a written request for approval of the renewal or extension of a lease. Approval will be liberally granted unless a lessee, visitor or guest has been disruptive within the Community. Disruptive behavior includes: failure to maintain property in an aesthetically pleasing manner; failure to follow traffic rules; failure to observe rules relating to amenities; vandalism, misuse, theft or destruction of Community property or private property; engagement in criminal activity of any kind; noise disturbances and pet violations.

C. No lease will be approved unless and until the Owner has held title for at least one (1) consecutive year.