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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR

COLEE HAMMOCK EAST

Ether Corp.

HOA Copy

THIS DECLARATION, made this 25<sup>th</sup> day of November, 1987,  
by VICTORIA PARK ASSOCIATES, INC., a Florida corporation,  
hereinafter referred to as "Declarant."

W I T N E S S E T H:

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

NOW THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed sub-  
ject to the following easements, restrictions, covenants and con-  
ditions, which are for the purpose of protecting the value and  
desirability of, and which shall run with, the real property and  
be binding on all parties having any right, title or interest in  
the described properties or any part thereof, their heirs, suc-  
cessors and assigns, and shall inure to the benefit of each owner  
thereof.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to Colee Hammock  
East Homeowner's Association, Inc., a Florida not-for-profit  
corporation, its successors and assigns.

1.2 "Board" shall mean and refer to the Board of Directors  
of the Association.

1.3 "Owner" shall mean and refer to the record owner,  
whether one or more persons or entities, of a fee simple title to

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any unit which is a part of the Property but excluding those having such interest merely as security for the performance of an obligation.

1.4 "Property" shall mean and refer to that certain property described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.5 "Association Property" shall mean and refer to all interest in real and personal property owned by the Association, including, but not limited to the entry security gate, and any other common entrance-ways to the Property.

1.6 "Common Area" shall be that portion of the Property more fully illustrated on Exhibit "B" attached hereto. The Declarant may convey, at a time selected by Declarant in its sole discretion, the Common Area to the Association. If, at the time of the conveyance, the Common Area is encumbered by a mortgage, the written consent of such mortgagee will be obtained prior to the conveyance.

1.7 "Unit" shall mean and refer to a plot of land on which a townhouse unit has been constructed with the exception of the Common Area.

1.8 "Declarant" shall mean and refer to Victoria Park Associates, Inc., a Florida corporation, its successors and assigns.

1.9 "Roadway/Utility Easement" shall mean and refer to that property illustrated on Exhibit "C" attached hereto.

1.10 "Common Expenses" shall mean and refer to the expenses of the Association for which an Owner may be assessed, which shall include, but not be limited to, the following:

(a) Expenses of administration, management, operation and maintenance of the Common Areas.

(b) Expenses of maintenance, repair and replacement of

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Association Property.

(c) Expenses of maintenance, repair and replacement of landscaping, street lights, structures and other improvements in any part of the Common Area.

(d) Expenses of maintenance, repair and replacement of the Roadway/Utility Easement, together with any improvements thereon, including but not limited to entrance walkways.

(e) Expenses of maintenance, repair and replacement of the roofs and exteriors of the Units.

(f) Expenses incurred by the Association in obtaining any personal property purchased by the Association to enable it to carry out its duties.

(g) Expenses incurred in connection with the operation and management of the Association.

(h) Expenses of taxes and insurance upon the Common Areas and other Association Property.

(i) Any reasonable expense of prosecuting or defending any lawful charge for or against the Association or its property.

(j) Any expense of, charge to or assessment by the Association as provided for in this Declaration, the Articles of Incorporation or the Bylaws.

1.12 "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a Lender generally recognized in the community as an institutional Lender.

## ARTICLE II

### PROPERTY OWNERS' ASSOCIATION

For the purpose of enforcing this Declaration of Covenants, Conditions and Restrictions, and for performing the obligations

created hereunder, a property owner's association known as Colee Hammock East Homeowner's Association, Inc., a Florida corporation not-for-profit, either has been formed or shall be formed prior to the issuance of the first certificate of occupancy on any townhouse to be built within the property. All owners of property which is subject to this Declaration or subsequently is made subject to this Declaration shall be members of the Association.

The Association is empowered to adopt and enforce whatever administrative rules and regulations it deems necessary to carry out its purposes, powers, rights, and obligations.

The Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "D" and "E" respectively.

ARTICLE III

MAINTENANCE

3.1 By the Association. The Association shall be responsible for the performance of and the expenses of the following:

(a) The maintenance, repair and replacement of the Common Areas, together with any improvements thereon, including but not limited to landscaping of the Common Area, street lighting, roadways, paved areas and the right of way along Broward Boulevard.

(b) The maintenance, repair and replacement of the entry security gates, and the property's perimeter walls, including those portions of the interior surface of any perimeter wall.

(c) The maintenance, repair and replacement of the roofs and front canvas awnings of the Units.

(d) The maintenance, repair and replacement of the exterior, finished surfaces of the Units except those listed in paragraph 3.2 of this Article.

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(e) The maintenance, repair and replacement of the exterior landscaping, driveways, sprinklers in the Common Area and right of way along Broward Boulevard, and the front grassy areas up to the facade of the Units on both sides of the Roadway/Utility Easement around each Unit. Provided, however, that the Association shall not be responsible for the maintenance, repair and replacement of any landscaping within an enclosed courtyard or patio.

(f) The maintenance, repair and replacement of the roadway/utility easement, including any improvements thereon.

(g) Proviso. The Association shall not be responsible for the performance of or the expenses of the repair and/or replacement of any damage to a roof or exterior of a Unit, or to the landscaping surrounding such Unit, which damage was caused by the willful or negligent act or failure to act on the part of an Owner. The Association may, however, in its sole discretion, cause such damage to be repaired, and may assess the individual Owner for the expenses of the repair.

(h) The expenses of performing the maintenance obligations outlined above are common expenses, and shall be assessed to the members of the Association as hereinafter provided.

3.2 By the Owner. Each owner shall be responsible for the performance of and the expenses of the maintenance, repair and replacement of all improvements except those referred to in paragraph 3.1 herein, including but not limited to:

(a) The maintenance, repair and replacement of the interior of the Unit and all exterior glass surfaces.

(b) The maintenance, repair and replacement of any screen enclosures (which must be approved by the Association prior to installation), the landscaping and/or other improvements contained within enclosed courtyards or patios, but not including

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the perimeter wall, which wall shall be maintained as provided in Paragraph 3.1 (b) of this Article.

(c) The maintenance, repair and replacement of any improvements to a Unit added by an Owner, even if prior approval has been obtained from the Association.

(d) The sprinkler system, water and electric service for all Units except as provided in paragraph 3.1(e) hereof.

(e) All exterior doors to the Units (which must be approved by the Association prior to installation). French doors for ingress and egress to the rear courtyard of Units are hereby approved by Declarant, provided such doors must either be painted white or be covered with a transparent stain.

(f) Any improvement made in the rear yard of any Unit must be subject to and conform with all requirements then in effect including but not limited to drainage and water retainage.

3.3 Owners' Failure to Maintain. In the event an owner shall fail to maintain his Unit and surrounding area in the manner provided above, and shall continue to fail to do so for a period of ten (10) days after a written request by the Association to so maintain such Unit and area, the Association shall have the right, but not the duty, to enter upon such Unit and/or area and perform any maintenance or act which should have been performed by the Owner. Any expense incurred by the Association in connection with such performance shall be immediately due and owing from the Owner and shall constitute an assessment against the Unit and area on which the work was performed, collectible in a lump sum and secured by a lien against the Unit as provided in paragraph 7.1 herein.

#### ARTICLE IV

#### PARTY WALLS

4.1 General Rules of Law to Apply. Each wall which is

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built as a part of the original construction of the Units upon the property and placed on the dividing line between two or more Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

4.2 Sharing of Repair and Maintenance. The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

4.3 Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

4.4 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

4.5 Easements for Party Walls. All party walls shall be subject to easements or encroachments, which now exist or hereafter exist; said encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

#### ARTICLE V

#### EASEMENTS

5.1 Owner's Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions:

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(a) With the assent of three-fifths (3/5ths) of the members, the right of the Association to dedicate or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(b) The right of the Association to grant easements in and to the Common Areas to any public agency, authority or utility for such purposes as benefit the property or portions thereof.

(c) The rules and regulations of the Association relating to the Common Area.

5.2 Existing Easements. Nothing contained in this Declaration shall be deemed to affect any existing easements, including, but not limited to, easements for utilities, drainage, ingress and egress, or reservations which have been placed of record prior to the recording hereof.

5.3 Easements for Utilities, Etc. The Declarant reserves the right to modify existing easements or to grant additional easements for utilities, including, but not limited to, water, sewers, telephone, and electricity, over, under, upon and across the property to any governmental, public or quasi-public agency or authority or utility or to the Association. This right to modify existing easements and to grant additional easements shall be that of the Declarant and shall not require the consent or joinder of any member or of the Association, so long as the Declarant maintains any interest in any Unit within the property, and thereafter said rights shall be vested solely in the Board of Directors of the Association.

5.4 Easement of Encroachment. There shall be reciprocal appurtenant easements of encroachment between each Unit and adjacent Units, and between each Unit and such portion of the Common



Areas adjacent thereto, due to the unwillful placement or settling or shifting of the improvements constructed thereon. Provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

5.5 Rights of Way. There is hereby granted an easement:

(a) In favor of the Declarant, the Association, the Owners, their family members, guests, licensees, invitees, lessees, and mortgagees over and upon the roadways, including those roadways constituting portions of individual Units and common areas to provide access to and from, through and between, the property and publicly dedicated roads and guest parking spaces; and

(b) Over and through the rear yards of Units Nos. 3 and 6 for pedestrian traffic, which is limited to those purposes established by the South Florida Building Code.

5.6 Right of Association to Enter Units. There shall be an easement in favor of the Association to enter upon each portion of the property, including individual Units, for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair.

#### ARTICLE VI

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

6.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

6.2 Voting. Members shall be entitled to one vote for each Unit owned. Where there is more than one owner of a Unit, all such owners shall be members. The vote for such Unit shall be

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exercised as said owners determine, but in no event shall more than one vote be cast with respect to any Unit.

6.3 Proviso. Notwithstanding anything to the contrary contained in this Article VI, the first election of Directors shall not be held until after the Declarant has closed the sales of all Units within the Property, or until Declarant elects to terminate its control of the Association, whichever shall first occur. The Directors named in the Articles of Incorporation of the Association shall serve until the first election of Directors, and any vacancy in their number shall be filled by the remaining Directors.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided in Section 7.6 of this Article VII, the Declarant, for all Units within the Property, hereby covenants and agrees, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for Common Expenses, including such reasonable reserves as the Association may deem necessary, special assessments, and all other charges and assessments referred to herein, all such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the owner of such property at the time when the

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assessment falls due, and all subsequent Owners until paid. Except as provided herein with respect to assessments which may be imposed on one or more Units and Owners to the exclusion of others, all assessment, both regular and special, shall be imposed against all Units equally.

7.2 Effect of Non-Payment of Assessment; Remedies of the Association. The Association may use any legal and/or equitable remedy to collect assessments past due. The Association shall have and is hereby given the right to impose a lien on each Unit subject to this Declaration for the amount of any unpaid assessments and late charges, together with interest thereon from the date the same is past due until paid. In addition, the Association shall have and is hereby given the right to accelerate payments of assessments for the remainder of the calendar year in which the default occurs. Said Claim of Lien shall also secure such accelerated payments of assessments, interest or other expenses and costs owed to the Association and attributable to the property indicated in the Claim of Lien. Said lien may be enforced in the same manner as a mortgage; provided, however, that any lien created pursuant to this Declaration or the Articles of Incorporation or Bylaws of the Association shall not exist until a Claim of Lien is filed by the Association in the Public Records of Broward County, Florida. All costs of collection, including court costs and attorneys' fees at all trial and appellate levels, incurred by the Association in enforcing the provisions of this Declaration shall be charged to the member against whom the lien is being enforced and shall be included in the lien as any other assessable item. All payments shall first be applied to payments and expenses incurred by the Association, then to interest, then to any unpaid assessment. Upon payment in full of all monies due the Association, the member shall be

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entitled to a Satisfaction of Lien.

7.3 Purpose of Assessments. Assessments shall be made for the purpose of payment of the Common Expenses, including but not limited to:

(a) the costs incurred by the Association in performing the maintenance obligations set out in paragraph 3.1 of this Declaration;

(b) the cost of any insurance purchased by the Association to insure the Common Area, any other Association property, or its members;

(c) the cost of purchasing any equipment or machinery necessary for carrying out the purposes and duties of the Association;

(d) any such other costs incurred in the day-to-day operation of the Association as a corporate entity; and

(e) the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover projected costs of the Association and to cover any emergencies which may arise.

7.4 Amount of Annual Assessment, Commencement of Annual Assessment, Due Dates. The annual assessments provided for in this Article VII shall commence on the first day of the month next following the date of recordation of this Declaration. The due date of any special assessment under Section 7.5 hereof shall be fixed in the Board Resolution authorizing the assessment. The annual assessment for each Unit shall be determined by the Board of Directors. The annual assessment period shall be the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. Assessments shall be payable in monthly installments due the first of each month.

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Delinquent assessments shall bear interest at the rate of 18% per annum. In addition, the Board of Directors may establish a late charge for monthly installments of assessments not received by the Association by the 10th day of the month in which the installment is due. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance, and any purchaser or transferee shall have the right to rely on such statement.

✓ 7.5 Special Assessments. If the Assessment proves to be inadequate for any year, the Board may at any time levy a special assessment against all Owners; provided however, that prior to becoming effective, any special assessment shall be approved by a three-fifths (3/5) vote of those present, in person or by proxy, at a special or annual meeting of the members, notice of which shall specify that purpose.

7.6 Foreclosure/Deed in Lieu of Foreclosure. When an Institutional Mortgagee of record or other purchaser of a Unit obtains title to a Unit as a result of foreclosure of a Mortgage owned by said Institutional Mortgagee, or when an Institutional Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title, his grantees, heirs, successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such Unit, or chargeable to the former Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall

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be deemed to be common expenses, collectible from all of the Unit Owners, including such acquirer, his grantees, heirs, successors, and assigns. The Institutional Mortgagee, after acquiring the title, shall be responsible for all common expenses and assessments as the Unit Owner which shall accrue subsequent to its acquisition of title.

7.7 Declarant Not Obligated for Assessments. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Declarant is the Owner of any Unit, neither Declarant nor its joint venture partner(s) shall be liable for assessments against such Unit(s) provided that Declarant or its joint venture partner(s) fund any deficit in operating expenses (exclusive of reserves). Declarant or its joint venture partner(s) may at any time, and from time to time commence paying such assessments as to Units that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all Units within the property are sold and conveyed to purchasers, neither Declarant nor its joint venture partner(s) shall have further liability of any kind to the Association for the payment of assessments or deficits.

7.8 Funds Held by Association. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. Such funds may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions.

✓ 7.9 Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds

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to cover current expenses and to fund reserves.

7.10 Non-waiver. The liability for assessments may not be avoided by waiver of the use and enjoyment of any common area or by the abandoning of the property for which the assessment is made.

#### ARTICLE VIII

##### TAXES AND INSURANCE

8.1 Association. The Association shall be responsible for real and personal property taxes assessed against the Common Areas or any other Association property. The Association shall have the right to obtain such insurance as is deemed necessary by the Board from time to time to afford protection against loss. Sums expended for taxes and insurance shall be considered Common Expenses.

8.2 Owner. Each Owner shall have the obligation to obtain insurance upon his Unit and all improvements thereon. Such insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction necessitated by damage or destruction to a Unit. Every Owner shall be required to furnish the Association with proof of such coverage. In the event an Owner does not provide the Association with proof of insurance, the Association shall have the right to purchase insurance on said Owner's Unit and the improvements thereon, and to assess against said Owner the cost of such insurance.

#### ARTICLE IX

##### USE RESTRICTIONS

9.1 Residential Use Only. No commercial activity, trade or business shall be conducted in or upon any Unit.

9.2 Occupancy. The Units are designed to be single family residences. As such, no more than five (5) persons shall be permitted to permanently reside in any Unit, and no more than

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three (3) of the permitted five (5) residents may be children under the age of 18 years. Further, no more than two (2) vehicles may be parked on or about any Unit, both of which must be parked in the garage with the doors closed.

9.3 No Other Structures on Units or Common Areas. No out-building, portable building, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Unit for storage or otherwise, without the prior written consent of the Board. In no event may any garage be converted into living space.

9.4 Architectural Control. No building, fence, wall, screened-in enclosure, structure or other improvement shall be commenced, erected or maintained by any Owner upon any Unit, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Board of Directors. Approval or disapproval of the same shall be made by the Board of Directors and returned to the applicant within a reasonable time, not to exceed forty-five (45) days from the date of receipt of said plans and specifications by the Board. In no event may any patio or balcony be enclosed, whether by wall or otherwise, nor may any garage be converted into living space.

9.5 Trash Facilities. No garbage, trash, refuse or rubble shall be deposited, dumped, or kept on any portion of an Unit or surrounding area or within the property except in closed containers, or other sanitary garbage collection facilities. All containers, and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate. Each Unit Owner is responsible for the maintenance

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and care of that Unit's trash receptacle and bear all costs of rubbish removal. Units 1, 2 and 3 must use the east side trash receptacle. Units 4, 5 and 6 must use the west side trash receptacle. Units 7, 8, 9 and 10 trash receptacle must be stored within the perimeter walls of the rear of each such Unit.

9.6 Vehicles and Parking. Each Owner shall be permitted to keep only two (2) permanent vehicles on the Property. No vehicle, including but not limited to automobiles, trucks, boats, trailers, campers, recreational vehicles, beach buggies, motorcycles or vans of any kind shall be parked at any time upon the Property, unless parked within a garage with the garage door closed so as to be totally out of view. This restriction shall not prohibit the temporary (i.e. defined as 24 hours or less) parking of commercial vehicles making deliveries, or while used in connection with providing services to any Unit or building site. As used herein, the term "guest automobiles" means standard passenger cars which are owned by guests of unit owners and does not include trucks, boats, trailers, campers, recreational vehicles, beach buggies, motorcycles or vans of any kind. No vehicles shall be parked upon the Roadway/Utility Easement. No vehicle shall be parked in a manner which would interfere with the ingress to or egress from the garage of any unit other than the Owner's. Any vehicle parked in violation of these or other restrictions contained in this Declaration or in the rules and regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle.

9.7 Antennas. No exterior antenna or aerial shall be erected or maintained on any Unit without the prior written consent of the Board. In no event may any satellite dish be

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installed on any Unit, or any other part of the Project.

9.8 Animals and Pets. No animals, livestock, or poultry of any kind shall be permitted in any Unit or upon any portion of the Property. This provision shall not apply with respect to common household pets owned by any Unit Owner, except that no more than two (2) pets will be allowed in any Unit. Any such pet (a) must not weigh in excess of 40 pounds, (b) must not be kept or maintained for commercial purposes; (c) must not be an unreasonable nuisance or annoyance to other Unit Owners; and (d) shall be kept subject to any rules and regulations which may from time to time be promulgated by the Board.

9.9 Nuisances. No nuisances shall be allowed upon any property nor any use or practice which is a source of annoyance or to or interferes with the peaceful possession and enjoyment of the residents of the Property.

9.10 Signs. No sign of any kind shall be permitted to be displayed on any portion of the Property including but not limited to Unit exteriors and windows, fences, perimeter walls and Common Areas, except signs placed by Declarant or Declarant's agent.

9.11 Chain Link Fences. No chain link fences shall be permitted on any area around a Unit, unless installed by Declarant during construction periods.

9.12 Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of any Unit or other portion of the Property, and all laws, zoning ordinances, and regulations of all controlling governmental agencies and bodies shall be observed.

9.13 Rules and Regulations. Reasonable rules and regulations concerning the use of any Common Areas may be made and amended from time to time by the Association in the manner provided for in its Articles and Bylaws. Copies of such rules and

regulations, and amendments thereto, shall be furnished by the Association to all Owners upon request.

9.14 No Waiver. In the event the Declarant, the Association, or any other person having authority to do so, grants any Owner permission to deviate from these restrictions, or grants any approval as provided therein, or fails to enforce any violation of these restrictions, such action or inaction shall not be deemed to prohibit the Declarant, the Association, the Board, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other Owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein, as the same may be applied in the future.

9.15 Construction and Sale of Units. Notwithstanding anything contained herein to the contrary, the restrictions contained in this Article shall not be deemed to prohibit or restrict the Declarant from participating in those activities associated with the construction of the improvements, or Units, or the sale of Units to the public.

9.16 Leases. No portion of a Unit (other than the entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, or the Rules and Regulations governing the Property. Leasing shall be subject to the prior written approval of Board of Directors. No lease shall be approved for a term of less than six (6) months. No assigning or subleasing shall be allowed without the Association's prior written consent. The Association may charge a fee in connection with lease approval. Owners will be jointly and severally liable with

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their tenants to the Association for any expense for repairs or to pay any claim for injury or damage to property caused by the willful act or negligence of the tenant. The provisions of this paragraph 9.16 shall not be deemed to prohibit or restrict leasing of Units or portions of Units owned by Declarant.

#### ARTICLE X

##### FIRST MEETING OF THE MEMBERS OF THE ASSOCIATION

Until the Declarant terminates control of the Association, there shall be no annual or special meeting of the members of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Declarant may waive this provision, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

The Declarant shall have the right to appoint all Directors of the Association until the Declarant has conveyed all Units subject to this Declaration, or earlier, at the option of Declarant.

After the turnover date, the Directors of the Association shall be elected in accordance with the provisions of the Articles of Incorporation and Bylaws.

#### ARTICLE XI

##### DEDICATIONS

The Declarant reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any easement therein, to any governmental or quasi-governmental agency, or private or public utility company, subject to acceptance of same, free of this Declaration, whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. This right of the Declarant shall terminate when the Declarant no longer owns any interest in any Unit, and thereafter

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the right shall be solely vested in the Association.

ARTICLE XII

GENERAL PROVISIONS

12.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, or any Owner of a Unit subject to this Declaration, and their respective heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of three-fifths (3/5) of the Units has been recorded, agreeing to revoke said covenants and restrictions. Provided, however that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

12.2 Enforcement and Severability. Each and all of these covenants and restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, the Association, the Declarant, or its successors or assigns. Invalidation of any part of this Declaration of Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

This Declaration may be enforced by any procedure at law or in equity against any person, or Owner violating or attempting to violate any provision herein, to restrain such violation and to require compliance with the provisions contained herein. The

expense of any litigation at the trial and/or appellate levels to enforce this Declaration shall be borne by the person or Owner against whom enforcement is sought, provided such proceedings result in a finding that such person or Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees and include such fees incurred in any appellate proceedings. Any failure by the Declarant or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

✓ 12.3 Amendment. This Declaration of Covenants, Conditions and Restrictions may be amended, modified or altered, by instruments in writing recorded in the Public Records of Broward County, Florida, approved by (1) two-thirds (2/3) of the Board of Directors of the Association prior to the first meeting of the members, and (2) by three-fifths (3/5) of the members after the first meeting of the members. No amendment may change the ratio of assessments against Unit Owners without the prior written approval of all first mortgagees. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Public Records of Broward County, Florida. The provisions in this Declaration which are for the benefit of Institutional Mortgagees may not be amended without the consent of said Institutional Mortgagees.

12.4 Liability. The Declarant, or the Association, or their assigns or nominees shall not in any manner be held liable or responsible either directly or indirectly for any violation of this Declaration.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 25<sup>th</sup> day of November, 1987.

BR 15081PG0138

VICTORIA PARK ASSOCIATES, INC.,  
a Florida corporation

By: Eugene L. Cooke

Attest: [Signature]

[Signature]  
[Signature]



STATE OF FLORIDA )  
                                  )SS:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared  
EUGENE L. COOKE, President and V. J. VOORHEES, Secretary of  
VICTORIA PARK ASSOCIATES, INC., and they have acknowledged to me  
that they have read the foregoing Declaration of Covenants,  
Conditions and Restrictions for the Colee Hammock East Project  
and that said Declaration of Covenants, Conditions and  
Restrictions was executed for the purposes and uses therein  
expressed.

WITNESS my hand official seal in the said County and State  
aforesaid, this 25<sup>th</sup> day of November, 1987.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
MY COMM. EXP. APRIL 11, 1989



BK 15081PG0139

EXHIBIT "A"

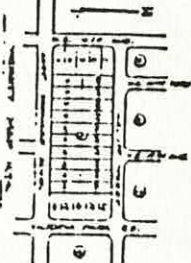
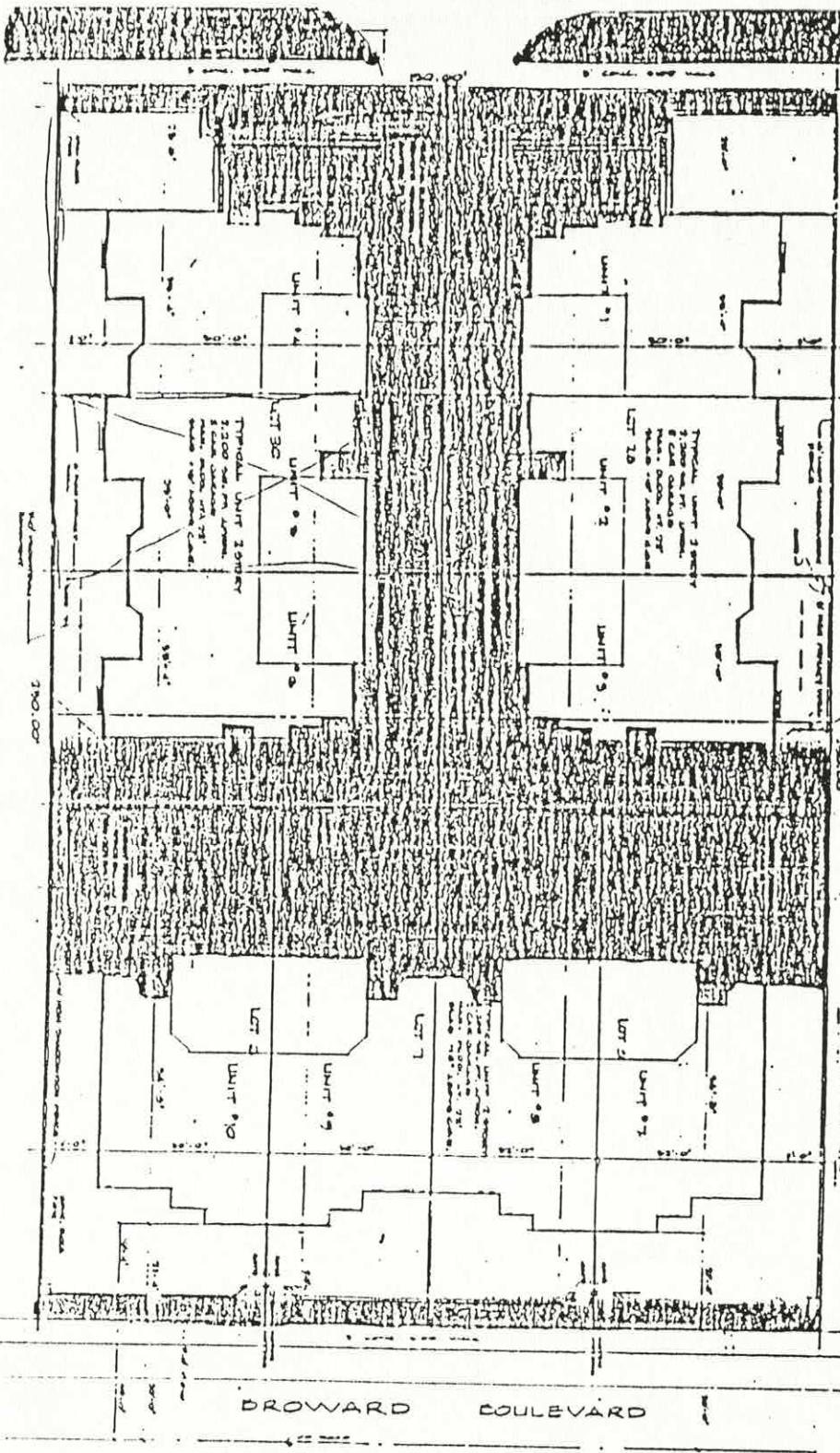
Legal Description

Lots 6, 7, 8, 28, 29 and 30, Block 8, VICTORIA  
PARK Corrected Amended Plat, according to the  
Plat thereof, recorded in Plat Book 6, Page 32  
and re-recorded in Plat Book 10, Page 66, all  
of the Public Records of Broward County, Florida

BK 15081 PG 140



N. S. 1<sup>ST</sup> STREET



**S I T E P L A N**

SCALE 1/8" = 1'-0"

**LEGAL DESCRIPTION**  
 LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**PROJECT DESCRIPTION**  
 NUMBER OF 1-BEDROOM UNITS PROPOSED: 10  
 NUMBER OF 2-BEDROOM UNITS PROPOSED: 0  
 ZONING: R-15B

**SITE DATA**  
 SUBDIVISION: 01-244-04-01  
 ZONING: R-15B  
 AREA: 41,773 sq. ft.  
 PERMITTED: 15,244 sq. ft.  
 REMAINING: 26,529 sq. ft.

EXHIBIT "B"  
 COMMON AREA

**Randall E. Stofft Architects**  
 6971 N. Federal Hwy Suite 206, Boca Raton, Florida 33431 305-994-4581

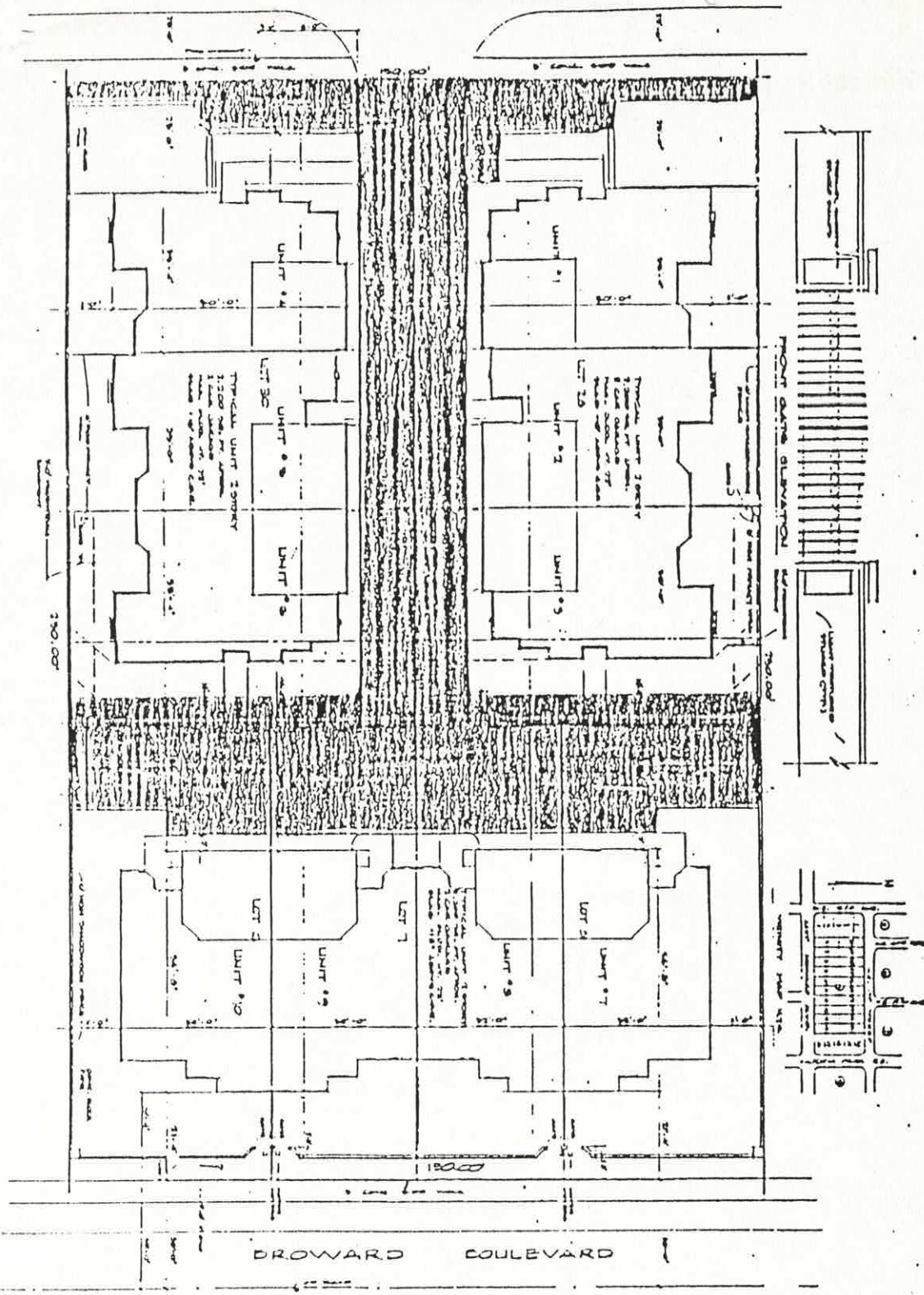
**CLOISTERS OF COLEB HAMMOCK**  
 FT. LAUDERDALE, FLORIDA  
 10 UNIT TOWNHOUSE DEVELOPMENT

| Revisions | By | Date |
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BX 15081 PG0141

EXHIBIT "B"

7. 1<sup>ST</sup> STREET



BK 15081 PG 0142

LEGAL DESCRIPTION  
 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 BLOCK 3, SECTION 16, TOWNSHIP 36N, RANGE 22E, COCKSCOCK CREEK  
 AMENDED PLAT, RECORDING BOOK 1000, PAGE 60  
 OF BROWARD COUNTY, FLORIDA AND LAND SITUATED  
 IN BROWARD COUNTY, FLORIDA.

# SITE PLAN

SCALE 1/8" = 1'-0"

PROJECT DESCRIPTION  
 WAREHOUSE OF 10 RESIDENTIAL UNITS  
 37,400 SQ. FT. - 5173 S.F.A.S.  
 ZONING R-1.5

SITE DATA  
 DURATION 19,300 SQ. FT. 4170 S.F.  
 DRAIN 19,300 SQ. FT. 5070 S.F.  
 PAVING 5,170 SQ. FT. 11,500 S.F.

**Randall E. Stofft Architects**

**CLOISTERS OF COLEB HAMMOCK**  
 FT. LAUDERDALE, FLORIDA  
 10 UNIT TOWNHOUSE DEVELOPMENT

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6971 N. Federal Hwy Suite 206 Boca Raton Florida 33431 305 994-4581

EXHIBIT "C"

AMENDMENT TO:  
DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COLEE HAMMOCK EAST  
1610 N.E. FIRST STREET  
FORT LAUDERDALE, FLORIDA 33301

This Amendment made this 21st day of December, 1988 by the Board of Directors of the Colee Hammock East Homeowners Association, A Florida Corporation herein after referred to as the "BOARD"

WITNESSETH

Whereas the Board has voted to amend the Declaration, pursuant to paragraph 12.3 of the Declaration of Covenants, Conditions and Restrictions recorded in the Broward County Public Records in Book 15081 page 0140, Paragraph 9.8 is hereby amended as follows:

Paragraph 9.8 Animals and Pets . No animals, livestock, or poultry of and kind shall be permitted in any Unit or upon any portion of the Property. This provision shall not apply with respect to common household pets owned by any Unit Owner, except that no more than two (2) pets will be allowed in any Unit. Any such pet (A) must not be kept or maintained for commercial purposes; (B) must not be an unreasonable nuisance or annoyance to other Unit Owners; and (C) shall be kept subject to any rules and regulations which may from time to time be promulgated by the Board.

WITNESSES:

BOARD OF DIRECTORS

Carol J. Kallberg

John J. Fitzgerald  
John J. Fitzgerald President, Secretary

Joe Perry

Eugene Cooke  
Eugene Cooke

Judy Cherkis  
Jessie D. ...

Scott W. Holloway  
Scott W. Holloway

SWORN TO AND SUBSCRIBED before me this 21st day of December, 1988 by JOHN J. FITZGERALD, President/Secretary and a Director, and EUGENE COOKE, a Director of COLEE HAMMOCK EAST HOMEOWNERS ASSOCIATION, a Florida corporation.

Joe Perry  
Notary Public

(SEAL)

My Commission Expires:  
Notary Public, State of Florida at Large  
MY COMM EXP APRIL 11, 1989

SWORN TO AND SUBSCRIBED before me this 21st day of December, 1988 by SCOTT W. HOLLOWAY, a Director of COLEE HAMMOCK EAST HOMEOWNERS ASSOCIATION, a Florida corporation.

Nancy Helton  
Notary Public

(SEAL)

My Commission Expires: