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09-08-95 02:14PM

# DECLARATION OF RESTRICTIONS

AND

# PROTECTIVE COVENANTS

FOR

# THE LAKES AT PARKLAND

*RETURN*  
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RECORD & RETURN TO:

ALAN L. GABRIEL, ESQ.  
2455 E. Sunrise Blvd.  
Penthouse East  
Ft Lauderdale, FL 33304

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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

THE LAKES AT PARKLAND

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#### SCHEDULE OF EXHIBITS

|             |    |   |
|-------------|----|---|
| Exhibit "A" | -- | Property Subject to Declaration                                     |
| Exhibit "B" | -- | Copy of Articles  |
| Exhibit "C" | -- | Copy of Bylaws  |
| Exhibit "D" | -- | Legal Description of Common Areas                                   |
| Exhibit "E" | -- | Storm Water Drainage System   |
| Exhibit "F" | -- | Initial Rules and Regulations of the<br>Architectural Control Board |

DECLARATION OF RESTRICTIONS

AND

PROTECTIVE COVENANTS

FOR

THE LAKES AT PARKLAND

THIS DECLARATION of Restrictions and Protective Covenants (hereinafter referred to as "Declaration"), is made this 18<sup>th</sup> day of August, 1995, by PARKLAND LAKES/RBG XVIII L.P., an Illinois Limited Partnership, (hereinafter referred to as "Developer"), which declares that the real property which is more particularly described on Exhibit "A" attached hereto and hereinafter referred to as the "Project", is and shall be held, transferred, sold, leased, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

The Association, as hereinafter defined, is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of execution.

ARTICLE I

DEFINITIONS

The following words when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

"Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a copy of which is attached hereto as Exhibit "B", as such Articles may be amended from time to time.

- (a) "Assessment(s)" shall mean those payments due pursuant to Article V, whether General or Special (as hereinafter defined), or a combination thereof.
- (b) "Association" shall mean and refer to THE LAKES AT PARKLAND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

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- (c) "Board" shall mean the Board of Directors of the Association.
- (d) "Bylaws" shall mean the Bylaws of the Association, which have been adopted by the Board of Directors, a copy of which is attached hereto as Exhibit "C", as such Bylaws may be amended from time to time.
- (e) "Common Areas" shall mean and refer to the real property legally described in Exhibit "D" attached hereto and incorporated herein by reference, and any other interest in real property acquired by the Association and deemed Common Area either in this Declaration or in the instrument of conveyance, together with any improvements on such tracts including without limitation all structures, recreational facilities, offstreet parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.
- (f) "Common Assessment" shall mean the charge against all Owners and their Lots, representing their proportionate share of the routine Common Expenses of the Association.
- (g) "Community Association" shall mean and refer to Terramar Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- (h) "Common Expenses" shall mean the actual and estimated costs and expenses of the services which the Association is required and authorized to provide hereunder. Common Expenses shall include, but not be limited to, utilities, cable television taxes, the deductible for any insurance policy carried by the Association, assessments, operation, maintenance, repairs, improvements and alterations.
- (i) "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Project. Such standard may be more specifically determined by the Board of Directors of the Association or a committee thereof.
- (j) "Developer" shall mean and refer to the Developer, Parkland Lakes/RBG XVIII L.P., or its respective successors and assigns, if such successor or assignee acquires the undeveloped portion of the Project from the Developer and is designated as such by the respective entity. The Developer may make partial or multiple assignments of its rights under this Declaration. Upon execution and recording of such assignment, all such assignees shall be deemed to be the Developer as to those

rights which may have been assigned to them.

- (k) "General Assessments" shall mean and refer to Assessments levied to fund expenses applicable to all Members of the Association, but shall not include Assessments collected for the Community Association.
- (l) "Institutional Lender" shall mean and refer to any person or entity (i) holding a mortgage encumbering a Lot, a dwelling unit, or any portion of the property encumbered by this Declaration, which (ii) in the ordinary course of business makes purchases, guarantees or insures mortgage loans, which (iii) is not owned or controlled by the Owner of the Lot encumbered, and which (iv) notifies the Association of same by written notice sent, certified mail, return receipt requested, to the Association's office. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or ~~profit~~ sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Lender.
- (m) "Lot" shall mean and refer to any separate parcel of real property located in the Project and intended for residential use, together with any improvements thereon in the Project and any Lot and any improvements thereon shown upon any resubdivision of any plat of the Project or any portion thereof.
- (n) "Mecca Farms, Inc." shall mean and refer to the Florida corporation which is the developer of the Terramar Planned Unit Community.
- (o) "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer.
- (p) "Project" shall mean and refer to all such real properties which are a part of the Plat of the Lakes At Parkland, as recorded in Official Records Book 158, Page

28, of the Public Records, Broward County, Florida, and which shall be known as The Lakes At Parkland, and any additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

- (q) "Special Assessment" shall mean and refer to Assessments levied in accordance with Article V, Section 4 of this Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida and is more particularly described in the attached Exhibit "A".

Section 2. Developer's Right to Add Additional Property to or Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property to the scheme of this Declaration. Developer shall also have the right, in its sole discretion, to withdraw property from the scheme of this Declaration. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Lots. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of the Association expenses. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Broward County, Florida, a supplemental declaration with respect to the lands to be added. This Article II shall not be amended without the prior written consent of the Developer, as long as the Developer owns any portion of the Project.

## ARTICLE III

### THE LAKES AT PARKLAND HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Project shall be a Member of the Association. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership. Notwithstanding anything to the contrary set forth in this Section 1, any such person or entity who holds

such interest merely as security for the performance of an obligation shall not be a Member of said Association.

Section 2. Co-Ownership of Lots. When more than one person or entity holds an interest or interests in any Lot (a "Co-Owner"), all such Co-Owners shall be Members, but in no event shall more than one vote be cast with respect to any such Lot and only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. All Co-Owners of each Lot shall designate in writing to the Secretary of the Association the name of the Co-Owner to so vote the interest of their Lot. The vote for each Lot shall be exercised as a single vote or not at all, fractional votes are prohibited. Where no voting Co-Owner is designated, the owner(s) of the Lot shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interest of the Lot. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the obligations imposed upon the Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the Bylaws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, and in the Articles and Bylaws. If a Lot is owned by a corporation or other entity, the person entitled to vote for the Lot shall be designated by a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Association.

Section 3. Change in Membership. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument conveying record fee simple title to any Lot. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. Membership in the Association by each Owner shall be compulsory and shall continue until such time as that Owner transfers or conveys of record an interest in the Lot, at which time the membership shall automatically be conferred upon the transferee. Notice of any such transfer or conveyance of an interest in any Lot shall be provided by the transferee to the Secretary of the Association within ten (10) days of such transfer or conveyance.

Section 4. Developer Control of Association. The Developer shall be entitled to one vote for each Lot in which it respectively holds the interest required for membership by Section 1; provided, however, that notwithstanding anything herein to the contrary, the Developer shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1), thereby providing Developer with a majority of the votes of the membership. The Developer shall have the right to appoint all members to the board of directors of the Association

except for the one appointment reserved for Mecca Farms, Inc., the Developer of the Terramar Planned Unit Community, until such time as Developer shall cease to own and hold title to any portion of the real property described in any of the exhibits attached hereto, including Lots on any additional property which may have been brought under the provisions hereof by recorded supplemental declarations, as set forth in Article II hereof, or until May 1, 2005, whichever occurs first (hereinafter referred to as "Stated Period". It is the intent of this section that the Developer have exclusive and total control of the Association during the stated period. During the stated period, any action which requires the affirmative vote of the Owners may be taken upon a majority vote of the membership, regardless of contrary provisions of this Declaration which require a greater affirmative vote of the membership such as two-thirds (2/3) or otherwise. Thereafter, Developer shall have the right to appoint one member to the board of directors so long as the Developer owns any of the real property contained within the Project. Further, the Developer shall have the right to disapprove the actions of the Board of Directors and any committee or Association Board as provided in the Bylaws. The Developer may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the Members in the manner provided in the Bylaws. Mecca Farms, Inc. shall be entitled to appoint one (1) director of the Association to serve on the Board and have a representative occupy one (1) seat on the Board of Directors until such time as Mecca Farms, Inc. is no longer in control of the Terramar Community Association.

When the Developer no longer owns any real property within the Project, all of the directors shall be elected by the Members in the manner provided in the Bylaws. Within 120 days after the date the Developer no longer holds title to any of the real property or should elect to waive its right to appoint a director, Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to advise the membership of the termination of control of the Association and to provide for the turnover of control of the board of directors to the Owners.

Section 5. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association, the Project, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Project rights and obligations of another association may, by operation of law, be added to the Project, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Project together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the

covenants established by the Declaration.

Section 6. Termination of the Association. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever, the Terramar Community Association, Inc. will maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein and the inability of the Terramar Community Association, Inc., to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit Court of the Seventeenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Project, and Common Area.

Section 7. Common Areas.

A. Ownership. On or before conveyance by Developer of the first Lot which it owns in the Project (or sooner at the Developer's option), the Developer or its successors and assigns shall convey and transfer the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record.

B. Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas and any improvements or personal property in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas, if any, and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. Taxes, if any, shall be prorated between Developer and the Association as of the date of such recordation. The Association shall at all times maintain in good repair, and shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, paving, the westerly portion and side of any Boundary Wall constructed along the westerly boundary of Louis Commercial Plaza Plat (as recorded in Plat Book 151, at Page 44, Broward County, Florida,) and adjacent to the Project's easterly boundary, drainage structures, street lighting fixtures, signs, irrigation systems, sidewalks, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the board members. In addition, the Association shall maintain Common Areas to the edge of the pavement of any collector or arterial street that is adjacent to the Terramar Community Association, Inc. property or public land or roads.

Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V hereof. Such assessments shall be against all Lots as set forth in Article V, Section 1; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

C. Developer's Right to Common Areas. Developer shall have the right from time to time to enter upon the Common Areas for the purpose of construction upon adjacent real properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build.

D. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. In the event the Developer, in its sole discretion, elects to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer and the Association shall forthwith pay same to the Developer.

E. Gravity Storm Water Drainage System. The Association shall provide through the Community Association for the complete maintenance, repair and replacement, as required, of the Gravity Storm Water Drainage System (as more particularly described and depicted on the Plat of the Lakes at Parkland, as recorded in Plat Book 158, at Page 28, of the Public Records of Broward County, Florida, incorporated herein by reference and also described in the Covenants and Drainage Easement as recorded in Official Records Book 23513, at Page 467, of the Public Records of Broward County, Florida, a copy of which is marked as Exhibit "E" and attached hereto and made a part hereof) and as may be amended from time to time respectively by replat of the Plat of the Lakes at Parkland and/or the recording of an amended Covenants and Drainage Easement.

Section 8. Lot Maintenance; Lawn and Exterior Maintenance. The Association may, at its option, provide maintenance of all lawn areas located within the Project, including the Lots. Lot

irrigation systems, except the individual Lot irrigation system pumps, shut off valves and timers, shall be maintained by the Association. The Association may assess individual Lot Owners for the expenses related to their Lot's irrigation system. The obligations of the Association as described herein shall extend only to the landscaping as originally installed by the Developer, or its in kind replacement. Each individual Lot Owner shall provide exterior maintenance for their building as follows: paint, repair, replace and care for garage doors, fences and exterior building surfaces. In addition, each individual Lot Owner shall maintain and repair his front residence door, windows, screening, driveway, entrance walk, patio deck, light fixtures, mail box, swimming pool, pool deck, roof, gutters and downspouts; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner installed improvements including landscaping, fences, sprinkler systems, swimming pools and pool decks, and levy upon the Owner on whose lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Such assessments for exterior maintenance shall be against all Lots as set forth in Article V hereof (except for the exterior maintenance of an Owner's improvements specifically requested by an Owner); provided, however, that the cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance. Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit) which is part of any residence located on any Lot, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence.

Section 9. Powers. In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for



management services.

Section 10. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Project, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in Article V, Section 4, of this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court orders or permit the City of Parkland to enforce ordinances on the Project for the benefit of the Association and its Members.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL BOARD

It is the intent of the Developer to create a general plan and uniform scheme of development of the Project to promote a residential community of high quality and harmonious Improvements and to maintain the values thereof. Developer does hereby establish an Architectural Control Board whose procedures and powers shall be as set forth in this Article.

Section 1. Architectural Control Board. The Architectural Control Board ("ACB") shall be a standing committee of the Association. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The initial rules and regulations of the Architectural Control Board are set forth on Exhibit "F" attached hereto and made a part hereof, and any amendment or modification of such rules and regulations shall not be deemed an amendment to this Declaration and need not be recorded in the Public Records. The initial Architectural Control Board shall be composed of two members as appointed by the Developer. When all residential dwelling units proposed to be constructed within the Project have been conveyed to Owners, the ACB shall be increased to three members and such members shall be designated by the Directors of the Association. In the event of death, disability or resignation of any member of the ACB, the remaining Members shall have full authority to designate a successor. The members of the ACB need not be members of the Association and shall not be entitled to any compensation for services performed pursuant to this Section. A majority of the ACB may take any action the ACB is empowered to take, may designate a representative to act for the

ACB, and may employ personnel and consultants to act for it. The Members of the ACB appointed by the Developer may be removed and replaced by the Developer at any time without cause.

Section 2. Owner to Obtain Approval. No Owner shall make, install, place, or remove any building, fence, screen enclosure, porch, wall, patio area, pool, spa, landscaping or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the Common Areas or the Owner's Lot, unless the Owner first obtains the written approval of the Association for same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

Section 3. Association's Consent. Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request ~~shall~~ not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable developments of any Lot but may be withheld due to aesthetic considerations. Notwithstanding the foregoing, the ACB may withhold approval for upgraded landscaping to be installed by an Owner within that portion of his Lot to be maintained by the Association solely due to maintenance and related considerations, and the ACB may withhold approval for construction of swimming pools due to nuisance and related considerations (such as the likelihood of interference with other residents of the Project during construction). The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval.

Section 4. No Liability. The ACB shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ACB shall not be liable for any

deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 5. Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB, or is not made in strict conformance with any approval granted by the ACB, the Association shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB, and the Association may pursue injunctive relief or any other legal or equitable remedy available to the Association in order to accomplish such purposes. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

Section 6. Compensation of Members and Consultants. Any necessary consultants hired by the ACB and approved by the Board of Directors of the Association may receive compensation for services rendered. The members of the ACB and any necessary consultants hired by the ACB and approved by the Board of Directors of the Association may receive reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. Developer's Exemption. Notwithstanding anything to the contrary herein, the Developer shall be exempt from the provisions of this Article. The Developer shall not be required to obtain ACB approval for any construction or changes in construction which the Developer may elect to make to any property owned by the Developer within the Project, including any improvements made or to be made to the Common Properties.

Section 8. ACB and the Community Association. Notwithstanding anything to the contrary herein, nothing contained in this Article IV of this Declaration shall be construed in such a manner as to limit the rights of the Community Association more particularly described in the Community Association Declaration, and the ACB shall accept any right and/or responsibilities delegated to it by the Community Association as required by the Community Association Declaration.

## ARTICLE V

### ASSOCIATION -- COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within the Project, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to

covenant and agree to pay to the Association annual, General Assessments for general expenses as outlined in Section 2 hereof; such assessments to be fixed, established and collected from time to time as hereinafter provided. The General and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. Assessments shall be assessed against the Lots as follows:

100% Assessments as to any Lots where a certificate of occupancy has been issued for a single family residence on the subject Lot shall be one hundred percent (100%). In addition thereto, the assessment due the Community Association shall be assessed as is attributed by the Community Association to such Lot in full.

65% Assessments as to any Lots that have the benefit of basic infrastructure facilities, of any kind, such as water, sewer, and roadways, shall be sixty-five percent (65%) of the Assessments for a Lot containing a single family residence. In addition thereto, the assessment due the Community Association shall be assessed as is attributed by the Community Association to such Lot in full.

The full Assessment as to each Lot upon which an improvement is constructed shall commence on the first day of the full calendar month after a certificate of occupancy for the improvement is issued, or upon the first occupancy of the improvement, whichever occurs first.

Section 2. Purpose of Assessments. The General Assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas and exterior maintenance (except that specifically requested by an Owner) as provided in Article III, and expenses related with operating the Association for the Members of the Association and their families residing with them, and their guests and tenants, including, but no limited to: (1) expenses of administration, maintenance, repair or replacement of the Common Areas; (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Area; and, expenses agreed upon as General Expenses by the Association. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

Section 3. Date of Commencement of General Assessments;  
Due Dates. The General Assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the Assessment against each Lot at least thirty (30) days in advance of the commencement period. The General Assessments shall be payable in advance in quarterly installments, or as otherwise determined by the Board of Directors of the Association.

The amount of the General Assessment may be changed at any time by the Board from that originally adopted or that which is adopted in the future. The Assessment shall be for the calendar year, but the amount of the General Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

Section 4. Special Assessments. A Special Assessment may be levied against one or more Lots for the following:

- (a) special services to a specific unit or units which services are requested by the Owner(s) thereof pursuant to Section 6 of Article III.
- (b) charges for expenses of the Association which are not general expenses but which are attributable to a specific unit or units and which are designated as a special charge.
- (c) reimbursement for damages caused by an Owner, Owners, their family members, guests, invitees or tenants.
- (d) capital improvements relating to the Common Area.
- (e) late charges, user fees, fines and penalties.
- (f) any other charge which is not a general expense.
- (g) any general expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

The Board of Directors shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such Assessment.

Section 5. Trust Funds. The portion of all General Assessments collected by the Association as reserves for future expenses, and the entire amount of all Special Assessments collected for capital improvements shall be held by the Association in trust for the owners of all Lots, as their interest may appear.

Section 6. Developer Payment of Assessments. Notwith-

standing any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for Assessments against such Lot, provided that Developer shall be responsible for all Association expenses in excess of the Assessments received from other Owners (such amounts received from other Owners shall include, but shall not be limited to, working capital contributions paid by such other Owner), and other income received by the Association. In no event shall Developer be required to fund reserves allocated to any Lot owned by the Developer. Developer may, at any time, commence paying such Assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 7. Working Capital Fund. Developer shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to two (2) months of the annual assessment for each Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. The purpose of this fund is to assure that the Association's board of directors will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board of directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Section 8. Roster; Notice; Certificate. A roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether such Assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid.

Section 9. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the default Owner a late fee of ten percent (10%) of the amount of the Assessment, or Ten and No/100 Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by

the Association. 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 such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid; or may foreclose the lien against the property on which the Assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and late fee as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid Assessments. An institutional first mortgage and/or lender is defined as a state or federal bank or savings and loan association,

an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgage in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 10, shall be deemed to be an Assessment divided equally among, payable by, and assesses against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 11. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the Assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to Terramar Community Association, Inc.

B. All Common Areas as defined in Article I hereof.

C. All real property exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

## ARTICLE VI

### EASEMENTS

Section 1. Member's Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways shall be for the common use and



enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Project from time to time recorded.
- (b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.
- (c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Project or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire fighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of

these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Lot Line Encroachments. Certain Improvements constructed by the Developer on Lots may situate so that a portion thereof, including but not limited to roof overhangs, gutters, dwelling walls, or fences may overhang or encroach upon adjoining Lots or on the Common Properties. In all such cases, said adjoining Lots shall be subject to an easement and right in favor of the encroaching Lot or in favor of the Common Properties which easement and right shall be for the purpose of (a) permitting the existence of the encroachment and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching Improvement, including meter reading. Additionally, for the purposes of maintaining and repairing any portion of a building and accessory privacy wall built adjacent to the Common Property line between two (2) Lots, and for the purposes of maintaining and utilizing any outdoor yard area which might lie between the outside fence and the Lot line wall, and the Lot line property line, a nonexclusive easement over the necessary portions of the adjacent yard(s) and area(s) shall be granted in favor of the adjoining Lot owners and the Association for such purposes as may be applicable.

Section 7. Additional Easement. The Developer (during any period in which the Developer has any ownership interest in the Project) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Project and to grant access easements and to relocate any existing access easements in any portion of the Project as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Project, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 8. Association Easement. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable Notice to Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such

right of entry shall exist without notice on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the owner of the adjoining property (not within the Project) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform its duties. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance.

Section 9. Construction Easement. Each Lot and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including roof structures which overhang and encroach upon the servient Lot or Common Area, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to construct improvements, and to maintain, repair and restore any improvements located on the dominant tenement, provided, however that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvements, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Developer notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area. In the event an Owner fails to move such improvement, material or obstacle, then the Association may remove same and the expense of such removal shall be charged to the Owner as an assessment.

Section 10. Easements of Record. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Project.

Section 11. Execution. If and to the extent that the creation of any of the easements described in this Article requires

the joinder of Owners, the Developer, or the Association, by their duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint the Developer and the Association, through their duly authorized officers, as their proper legal attorney-in-fact for such purpose. Said appointments are coupled with an interest and are therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

Section 12.      Survival. Any easements and rights granted pursuant to this Section shall survive any termination of this Declaration.

## ARTICLE VII

### GENERAL RESTRICTIVE COVENANTS

Section 1.      Applicability. The provisions of Article VII shall be applicable to all Lots situated within the Project.

Section 2.      Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, construction trailer, construction storage areas and/or sales offices shall be permitted for the Developer.

Section 3.      Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board or its successor, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would adversely affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of both the board of Directors of the Association and Owner(s) of the immediately adjoining building(s). In the event any building is demolished or removed, if replaced said building shall be replaced with a unit of similar size and type within twelve (12) months. In the event the building is not replaced, then the Lot shall be sodded and maintained as a landscaped Lot.

Section 4.      Building Location. Buildings shall be located in conformance with the Zoning Code of the City of Parkland, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or their respective successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance of special exception as to building location or other item shall constitute an amendment of this

Section.

Section 5. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Project. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Project and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s) and under and through such portions of the rear of each Lot beyond the building, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. Owner is responsible to operate the Lot irrigation system in order to maintain the landscaping. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Owner shall fail or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from the adjoining Project. Provided, however, any portion of the Project not yet developed by Developer, shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures. No structure of a

temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, except that the Developer may park a trailer on the Project during periods of construction or as a sales center.

Section 8. Signs. Except for one sign of not more than one (1) square foot used to indicate the name of the resident, no "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Project, without the prior consent of the Board of Directors of the Association and thereafter the Terramar Community Association, Inc. or Architectural Control Committee thereof; provided that the Developer, so long as it has not sold all of its Lots in the Project, shall retain the right to disapprove any signs displayed to the public view. Notwithstanding the foregoing, this Section shall not apply to the Developer for as long as it holds title to any portion of the Project.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Project nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Project. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats, or other household pets may be kept, but no more than a total of two (2); provided, however, those pets which are permitted to roam free within an enclosed fenced Lot, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance of inconvenience to the Owners of other Units or the Owner of any property located adjacent to the Project, may be expelled and removed from the Project by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall be confined to a leash whenever they are outside a Lot.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, or vehicles

of more than six and one-half feet (6 1/2') in height. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 13. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as originally installed by Developer or its assignee, or approved by the Architectural Control Board.

Section 14. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a walled in area; provided, however, that the requirements from time to time of the County of Broward for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Drying Areas. No clothing, laundry or wash shall be aired or dried on any exterior (outside) portion of any Lot.

Section 16. Gas Containers. No gas tank, gas container, or gas cylinder (except those placed by the Developer or approved by the Architectural Control Board in connection with the installation of swimming pools and/or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer in connection with the installation of swimming pools and/or barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Control Board.

Section 17. Communication Equipment. Except as may be installed by the Developer or as may be permitted by the Architectural Control Board, no antennas, satellite dishes, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Project. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Control Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 18. Drainage. No change in any drainage pattern of any Lot, after issuance of a certificate of occupancy for the dwelling thereon, or of any portion of the Project, after all

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contemplated improvements have been completed, shall be made which will cause undue hardship to an adjoining Lot or adjoining property with respect to natural runoff of rain water.

Section 19. Leasing. No lease may be made for less than a six (6) month period, nor shall a Lot be leased more than two (2) times during any twelve (12) month period. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his Lot, and for all guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed to a violation by the Owner, and the Owner shall be subject to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion to the Project other than an Owner and the members of his immediate family permanently residing with him on the Lot, if such person materially violates any provision of this Declaration, the Articles or Bylaws, or if such person is the source of annoyance to the residents of the Project, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Project and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Project and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

Section 20. Rules and Regulations. The Board may from time to time adopt and amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the Project.

## ARTICLE VIII

### OWNERSHIP IN TERRAMAR

Section 1. Ownership in Terramar. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Terramar. Among other things, that document provides that an Owner shall

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become a Member of the Terramar Community Association, Inc., the master association at Terramar; shall acquire certain property rights to Common Areas within Terramar; shall become subject to the assessments of the Terramar Community Association, Inc., which assessments, except special assessments, may be collected by The Lakes At Parkland Homeowners Association upon the request of the Terramar Community Association, Inc.

Section 2. Membership in Terramar Community Association, Inc. In accordance with the provisions of the Articles of Incorporation of Terramar Community Association, Inc., all Owners shall be Members in that Association.

Section 3. Notice to Terramar Community Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to Terramar Community Association, Inc. prior to enactment. The Association shall also provide a current list of the names and mailing addresses of all Owners within fifteen (15) days after receiving a written notice from the Terramar Community Association.

## ARTICLE IX

### INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a Two Million Dollar (\$2,000,000.00) limit per occurrence, if reasonably available, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

Premiums for all insurance on the Common Areas shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least

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equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Areas shall be included in the General Assessment, as provided in Article V.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Areas shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Project obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchases by Individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Broward County, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

i. waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

ii. waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

iii. that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

iv. that no policy may be canceled, invalidated or suspended on account of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

v. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

vi. that no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

(g) The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

In addition to the other insurance required by this section, the Board of Directors shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment but may not be less than three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon as provided for in Section 1 of this Article IX. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, and the Owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which

case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and the Owner shall continue to maintain the Lot in a neat and attractive condition.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein-after provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Areas or, in the event no repairs or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the capital reserves account. This is a covenant for the benefit of any mortgage of a Lot and may be enforced by such mortgagee.

(b) If it is determined, that the damage or destruction to the Common Areas for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in subsection (a) above.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Project covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements within the Project. Repair or reconstruction, as used in this paragraph, mean repairing or restoring the Project to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas damage or

destruction shall be repaired or reconstructed.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Areas for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

## ARTICLE X

### SALES ACTIVITY AND DEVELOPER'S RIGHTS

Notwithstanding any provision herein to the contrary, until the Developer has completed, sold and conveyed all of the Lots within the Project, neither the Owners, nor the Association, nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of the Developer, whether related to the Project or other developments of the Developer. The Developer (or their duly authorized agents or assigns subject to such regulations as may be promulgated by Developer), may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking lots for the showing of the property, and the display of signs, billboards, flags, placards and visual promotional materials. The Developer shall have the right to use unimproved Lots for temporary parking, if any, for prospective purchasers and such other parties as Developer determines. Each Lot and the Common Area is hereby subjected to an easement for the purposes set forth herein.

## ARTICLE XI

### MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages covering a Lot or any portion of property encumbered thereof in the Project.

Section 1. Rights of Institutional Mortgagees to Pay Assessments and Receive Reimbursement. Any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot or property encumbered by its mortgage. Further, any Institutional Mortgagees shall have the right, but not the

obligation, and, at its sole option, to pay insurance premiums or fidelity bond premiums or the required items of operation expenses on behalf of the Association where the same are overdue and where lapse in policies or services may occur. Any Institutional Mortgagees paying overdue operating expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus interest at the highest rate permitted by law and any costs of collection including, but not limited to, legal fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement.

Section 2. Developer's Guaranteed Assessment Not the Obligation of Institutional Mortgagees. Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Owner by the acceptance of a deed or other instrument of conveyance of a Lot or property within the Project shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than the Developer) or any successors or assigns of such Institutional Mortgagee, or any person acquiring title to any part of the subject property by reason of the foreclosure by an Institutional Mortgagee or deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Developer: (i) to guarantee the level and/or duration of any Assessments; or (ii) to pay the difference between the actual operating expenses and the Assessments, if any, assessed against the Lots and the Owners thereof as may be provided for herein; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Developer to guarantee the amount of the Assessments as herein provided.

Section 3. Conditions of Insurance. The Institutional Mortgagee holding the highest dollar indebtedness encumbering any portion of the Project ("Lead Mortgagee") shall have the right, for so long as it holds such highest dollar indebtedness, to approve the form of such insurance policies, the amount thereof, the company or companies which shall be the insurers under such policies, and the insurance agent or agents.

Section 4. Cancellation or Modification of Insurance. All insurance policies purchased by the Association shall provide that they may not be cancelled (including for the nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder named in the mortgage clause.

Section 5. Condemnation. In the event the Association receives any award or payment arising from the taking of any Association Property 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 such

taken areas and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Project, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of the Project as their respective interest may appear.

Section 6. Plans and Specifications. Any material or substantive change in new plans and specifications approved by the Board from the plans and specifications of previously constructed property within the Project shall require the written approval of Institutional Mortgagees holding mortgages encumbering at least two-thirds (2/3) of the Project so encumbered.

Section 7. Easement. An easement for ingress and egress in favor of Institutional Mortgagee and their agents over and across the Association Common Areas, any private roadways and other property.

Section 8. Enforcement and Other Common Areas. The covenants and restrictions herein contained may be enforced by the Developer (so long as the Developer holds and equitable or legal interest in the Project and/or any Lot), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Project in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder.

Section 9. Right of Developer. For the purposes of this Declaration, the term "Developer" shall include any "Lender" which has loaned money to Developer to acquire or construct improvements upon the Project or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Project as a result of the foreclosure of any mortgage encumbering any portion of the Project securing any loan to Developer or acquires title thereof by deed in lieu of foreclosure.

Section 10. Amendment. Developer may, without the consent of the Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its planned unit development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

Section 11. Amendment and Modification. No amendment to this Declaration shall be effective which shall impair or

prejudice the rights or priorities of any Institutional Mortgagee without the specific written approval of such Institutional Mortgagee affected thereby.

Section 12. Rights of Mortgagees.

A. Right to Notice. The Association shall make available to Institutional Mortgagee for inspection upon request, during normal business hours or under reasonable circumstances, the books, records and financial statements of the Association. In addition, evidence of insurance shall be issued to Institutional Mortgagee upon written request to the Association.

B. Right of Listed Mortgagee. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), therefore becoming an "eligible holder", will be entitled to timely written notice of:

(1) any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(2) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(3) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(4) any proposed action which would require the consent of mortgagees holding a mortgage encumbering the Project.

Section 13. Right of Listed Mortgagee to Receive Financial Statement. Any Institutional Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good



accounting practices, which shall be open to inspection by Institutional Mortgagees or their respective authorized representatives at reasonable times.

Section 14. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing three Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(1) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Project shall not be deemed a transfer);

(2) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(3) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Areas;

(4) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(5) use hazard insurance proceeds for any Common Areas losses for other than the repair, replacement, or reconstruction of such improvements to the Project.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Members where a larger percentage vote is otherwise required for any of the actions contained in this Section.

First mortgagees may, jointly or single, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 15. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 16.      Notice to Association.      Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 17.      Applicability of Article XI.      Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 18.      Failure of Mortgagee to Respond.      A n y Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1.      Duration.      This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulation, burdens and liens contained herein shall run with and bind the subject real property and inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded amongst the Public Records of Broward County, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such thirty (30) year term or any such ten (10) year extension an instrument signed by the then Owners of two-thirds (2/3) of the Lots and Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of all the subject Lots and real property encumbered by mortgages held by Institutional Mortgagees, has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part, upon which event this Declaration shall be terminated upon the expiration of the then expiring term or extension term.

Section 2.      Notice.      Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3.      Enforcement.      Enforcement of these

covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's Lot.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. Prior to the closing of the first Unit, Developer may amend this Declaration. After such closing, the Developer may amend this Declaration so long as it still owns property described in Exhibit "A" for development as part of the Project and so long as the amendment has no material and adverse effect upon any right of any Owner, as determined by Developer, in its sole discretion; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total votes of the Association, including seventy-five percent (75%) of Members other than the Developer. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Broward County, Florida. No amendment shall discriminate against any Owner or class or group of Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the common expense, unless the Owners and Institutional Lenders of such Lots so affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws of the Association to the contrary, a Board member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Members representing seventy-five percent (75%) of the total vote of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

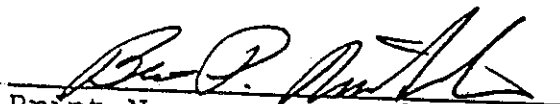
Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Broward County Public Records.


EXECUTED the date first above written.

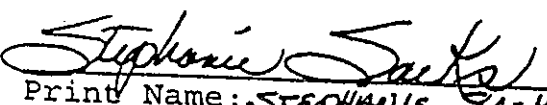
Signed, sealed and delivered  
in the presence of:

PARKLAND LAKES/RBG XVIII L.P.,  
an Illinois Limited Partnership

By: PARKLAND DEVELOPMENT CORP. II,  
GENERAL PARTNER

  
Print Name: Barton P. Richardson

BY:   
Harold L. Tomlinson  
Its President

  
Print Name: STEPHANIE SACKS

(CORPORATE SEAL)

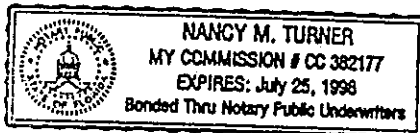
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STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 of August, 1995, by Harold L. Tomlinson, as President of Parkland Development Corp., as General Partner of PARKLAND LAKES/RBG XVIII L.P., an Illinois Limited Partnership, who is personally known to me or ~~who has produced~~ as identification, and who did take an oath.

Nancy M. Turner  
NOTARY PUBLIC  
Print Name: NANCY M. TURNER

My commission expires:



Marilyn Z. Baker  
Print Name: MARILYN Z. BAKER

Karen E. Smar  
Print Name: KAREN E. SMAR

By: RBG XVIII CORP.,  
General Partner

BY: Bruce Block  
Its Vice President

(CORPORATE SEAL)

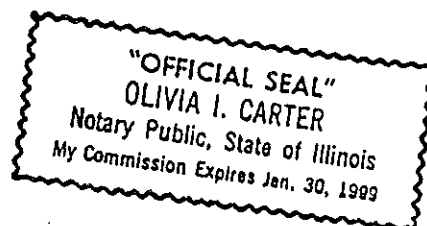
STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 18<sup>th</sup> of Aug, 1995, by Bruce Block, as Vice President of RBG XVIII CORP., as General Partner of PARKLAND LAKES/RBG XVIII L.P., an Illinois Limited Partnership, who is personally known to me or ~~who has produced~~ as identification, and who did take an oath.

Olivia I. Carter  
NOTARY PUBLIC  
Print Name: Olivia I. Carter

My commission expires: 1/30/99

THE LAKES AT PARKLAND  
8-3-95  
26201.DEC



SCHEDULE OF EXHIBITS

|                |   |
|----------------|---|
| Exhibit "A" -- | Property Subject to Declaration                                     |
| Exhibit "B" -- | Copy of Articles  |
| Exhibit "C" -- | Copy of Bylaws  |
| Exhibit "D" -- | Legal Description of Common Areas                                   |
| Exhibit "E" -- | Covenants and Drainage Easement                                     |
| Exhibit "F" -- | Initial Rules and Regulations of the<br>Architectural Control Board |

BK23889760159

# EXHIBIT "A"

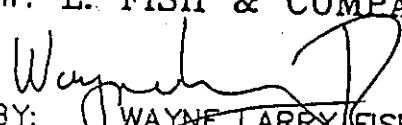
## DESCRIPTION:

ALL OF THE LAKES AT PARKLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 158, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

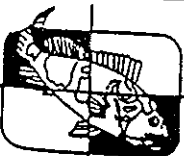
## CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, APPLICABLE TO LEGAL DESCRIPTIONS, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

W. L. FISH & COMPANY, INC.

  
BY: WAYNE LARRY FISH  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA STATE REG. NO. 3238

BK23809760160



**W.L.FISH & COMPANY!**  
SURVEYORS & PLANNERS

105 S. NARCISSUS AVE., SUITE 802  
WEST PALM BEACH, FLORIDA 33401  
(407)833-5001 FAX: (407)839-8743

DESCRIPTION SKETCH FOR:

PROPERTY SUBJECT TO THE DECLARATION OF  
RESTRICTIVE COVENANTS AT THE LAKES AT  
PARKLAND. CITY OF COCONUT CREEK, FLORIDA

DRAWN: LA TOUR DATE: 9/5/95

CHECKED: W.L. FISH JOB# 95-049-A

SHEET

NO. 1 OF 2

# EXHIBIT A

PALM BEACH COUNTY  
BROWARD COUNTY

71°51'55"E.  
92.65'

R=686.20'  
D=30°30'09"  
A=365.31

HILLSBORO CANAL

LOX ROAD



SCALE: 1"=300'

TERRAMAR III  
(P.B. 157, PG. 29 B.C.R.)

40' WATER MANAGEMENT TRACT  
(P.B. 157, PG. 29, B.C.R.)

TERRAMAR ONE  
(P.B. 140, PG. 30 B.C.R.)

80' CANAL EASEMENT  
(O.R.B. 13655, PG. 64, B.C.R.)

CANAL RIGHT-OF-WAY  
(P.B. 153, PG. 22, B.C.R.)

N.01°13'30"W. 1838.27'

LAKE

LAKE

EAST ONE-QUARTER CORNER  
OF SECTION 36, TOWNSHIP  
47 SOUTH, RANGE 41 EAST

MECCA COMMERCIAL  
(P.B. 149, PG. 38 B.C.R.)

R=685.00'  
D=32°13'28"  
A=385.26

R=685.00'  
D=22°46'32"  
A=272.29'

N.01°12'45"W. 399.78'

S.88°36'53"W. 583.21'

NORTHWEST CORNER "LOUIS  
COMMERCIAL PLAZA" (P.B.  
151, PG. 44, B.C.R.)

LOUIS COMMERCIAL PLAZA  
(P.B. 151, PG. 44 B.C.R.)

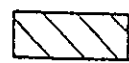
S.07°20'08"W. 986.11'

S.89°41'48"W. 657.36'  
N.W. 74th PLACE

R=1550.00'  
D=04°43'23"  
A=127.77

## LEGEND:

- P.B. - DENOTES PLAT BOOK
- PG. - DENOTES PAGE
- B.C.R. - DENOTES BROWARD COUNTY RECORDS
- O.R.B. - DENOTES OFFICIAL RECORD BOOK
- R - DENOTES RADIUS OF CURVE
- D - DENOTES DELTA ANGLE (CENTRAL ANGLE OF CURVE)
- A - DENOTES ARC LENGTH OF CURVE
- ℄ - DENOTES CENTERLINE



DENOTES LIMITS OF THE PROPERTY OF  
THE PLAT OF THE LAKES AT PARKLAND



**W.L. FISH & COMPANY**  
SURVEYORS & PLANNERS

105 S. MARCISSUS AVE., SUITE 802  
WEST PALM BEACH, FLORIDA 33401  
(407)833-5001 FAX: (407)859-8745

## DESCRIPTION SKETCH FOR:

PROPERTY SUBJECT TO THE DECLARATION OF  
RESTRICTIVE COVENANTS AT THE LAKES AT  
PARKLAND. CITY OF COCONUT CREEK, FLORIDA

|                    |               |            |
|--------------------|---------------|------------|
| DRAWN: LA TOUR     | DATE: 9/5/95  | SHEET      |
| CHECKED: W.L. FISH | JOB# 95-049-A | NO. 2 OF 2 |



AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

THE LAKES AT PARKLAND HOMEOWNERS ASSOCIATION, INC.

FILED  
55 AUG 22 PM 2:36  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

Pursuant to the Provisions of Section 617.1002 and 617.1007 of the Florida Business Organizations Corporations Not For Profit, the undersigned corporation, pursuant to a resolution duly adopted by its board of directors, hereby adopts the following Amended and Restated Articles of Incorporation:

ARTICLE I

NAME AND PRINCIPAL OFFICE

The name of the corporation is THE LAKES AT PARKLAND HOMEOWNERS ASSOCIATION, INC., which is hereafter referred to as "the Association". The principal office of the corporation is hereby established and maintained at 5920 N.W. 74th Place, Parkland, Florida 33067.

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for The Lakes at Parkland (the "Declaration"). All terms used herein and in the Bylaws shall have the meanings, if any, assigned to them in the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any members or individual person, firm or corporation.

The Association by and through its Board of Directors shall have the following powers:

- A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- B. All of the common law and statutory powers of a

EXHIBIT 

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corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

- C. All powers necessary to implement the purposes and carry out the duties and obligations of the Association, including any and all powers granted it by the Declaration.

The Association shall not be permitted:

- A. To provide financial support to an ad hoc committee of another association without the approval of 76% of the members hereof.

### ARTICLE III

#### MEMBERS

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association (hereinafter referred to as the "Project") shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Developer shall be entitled to one vote for each Lot in which it respectively holds the interest required for membership by Section 1; provided, however, that notwithstanding anything herein to the contrary, the Developer shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1), thereby providing Developer with a majority of the votes of the membership. The Developer shall have the right to appoint all members to the board of directors of the Association except for the one appointment reserved for Mecca Farms, Inc., the Developer of the Terramar Planned Unit Community, until such time as Developer shall cease to own and hold title to any portion of the real property described in the Declaration, including Lots on any additional property which may have been brought under the provisions thereof by recorded supplemental declarations, as set forth in the Declaration, or until May 1, 2005, whichever occurs first (hereinafter referred to as "Stated Period". It is the intent of the Developer that the Developer have exclusive and total control of the Association during the Stated Period. During the Stated Period, any action which requires the affirmative vote of the Owners may be taken upon a majority vote of the membership, regardless of contrary provisions of the Declaration which require a greater affirmative vote of the membership such as two-thirds (2/3) or otherwise. Thereafter, Developer shall have the right to

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appoint one member to the board of directors so long as the Developer owns any of the real property contained within the Project. Further, the Developer shall have the right to disapprove the actions of the Board of Directors and any committee or Association Board as shall be provided in the Bylaws. The Developer may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the Members in the manner provided in the Bylaws. Mecca Farms, Inc. shall be entitled to appoint one (1) director of the Association to serve on the Board and have a representative occupy one (1) seat on the Board of Directors until such time as Mecca Farms, Inc. is no longer in control of the Terramar Community Association.

When the Developer no longer owns any real property within the Project, all of the directors shall be elected by the Members in the manner provided in the Bylaws. Within 120 days after the date the Developer no longer holds title to any of the real property or should elect to waive its right to appoint a director, Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to advise the membership of the termination of control of the Association and to provide for the turnover of control of the board of directors to the Owners.

Section 3. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if thirty-three and one-third percent (33 1/3%) of the total number of members in good standing shall be present or represented at the meeting. However, so long as the Developer is entitled to appoint a majority of the directors of the Association, no annual meeting shall be required.

#### ARTICLE IV

##### CORPORATE EXISTENCE

The corporation shall have perpetual existence.

#### ARTICLE V

##### DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors

shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Board of Directors. The names and addresses of the Board of Directors of the Association, who shall hold office until the turnover date and until qualified successors are duly elected and have taken office, shall be as follows:

Harold Tomlinson                      5920 N.W. 74th Place  
Parkland, FL 33067

Barton Richardson                    5920 N.W. 74th Place  
Parkland, FL 33067

Gary Smigiel                          7965 Lantana Road  
Lake Worth, FL 33465

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors and directors appointed by the Developer, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in the Project or shall be authorized representatives, officers, or employees of corporate members of the Association provided that such limitations shall not apply to directors appointed by the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term. If a vacancy occurs in the Board of Directors of an appointed director, such vacancy shall be filled by the Developer or by Mecca, whichever may apply.

## ARTICLE VI

### OFFICERS

Section 1. Offices Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to

time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the Board of Directors for terms of one year and serve until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the Office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. Officers. The names and addresses of the officers of the Association, who shall hold office until the annual meeting of directors and until successors are duly elected and have taken office, shall be as follows:

| <u>Office</u>                      | <u>Name</u>       | <u>Address</u>                             |
|------------------------------------|-------------------|--|
| President<br>and<br>Secretary      | Harold Tomlinson  | 5920 N.W. 74th Place<br>Parkland, FL 33067 |
| Vice President<br>and<br>Treasurer | Barton Richardson | 5920 N.W. 74th Place<br>Parkland, FL 33067 |

## ARTICLE VII

### BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

## ARTICLE VIII

### AMENDMENTS

Amendments to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of two-thirds of the Members of the Association; provided, however, that (a) no amendment shall make any change in the qualifications for membership nor the voting

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rights of the Members without the written approval or affirmative vote of all Members of the Association, (b) that these Articles shall not be amended in any manner without the prior written consent of the Developer to such amendment for so long as the Developer is the Owner of any Lot located within the Project, and (c) that these Articles shall not be amended in any manner which conflicts with the terms, covenants and provisions contained in the Declaration. Notwithstanding anything herein to the contrary, the Developer, as described in the Declaration of Restrictions, shall be permitted to unilaterally amend these Articles and the Bylaws of the Association so long as the Developer is entitled to appoint a majority of the directors of the Association.

## ARTICLE IX

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the Association and each member of the Architectural Control Board or any other Committee, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement thereof to which such person may be a party or may become involved by reason of being or having been a director or officer of the Association, whether or not 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 misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such director or officer may be entitled under statute or common law.

## ARTICLE X

### TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is

or may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

## ARTICLE XI

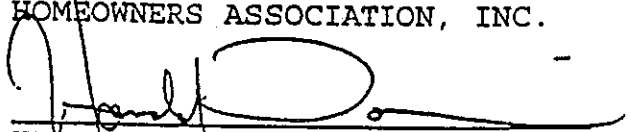
### REGISTERED AGENT

The name and address of the registered agent of the Corporation is Alan L. Gabriel, Esquire, 2455 East Sunrise Boulevard, Penthouse East, Fort Lauderdale, Florida 33304.

The foregoing Amended and Restated Articles of Incorporation restate and amend the provisions of the corporation's Articles of Incorporation to provide consistency with the terms, covenants and provisions contained in the Declaration; have the consent of the Developer as stated on the Certificate attached hereto; and were adopted and approved by the Board of Directors of the corporation on AUG 11, 1995.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 11<sup>th</sup> day of August, 1995.

BY: THE LAKES AT PARKLAND  
HOMEOWNERS ASSOCIATION, INC.

  
HAROLD TOMLINSON  
Its: President

STATE OF FLORIDA

COUNTY OF BROWARD

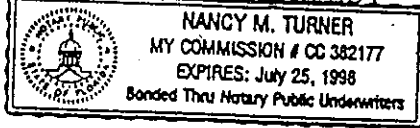
Before me, the undersigned authority, the foregoing instrument was acknowledged by Harold Tomlinson, as President of The Lakes at Parkland Homeowners Association, Inc., who is well known to be the person described in and who subscribed the above Articles of Incorporation, and who freely and voluntarily acknowledged before me according to law that he made and subscribed the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at

Broward County, State of Florida, this 11 day of August, 1995.

Nancy M. Turner  
Notary Public  
Print Name: NANCY M. TURNER

My Commission Expires:



ACCEPTANCE OF REGISTERED AGENT

I, ALAN L. GABRIEL, ESQ., being a resident of the State of Florida and having been designated as the Registered Agent in the above and foregoing Amended and Restated Articles, is familiar with and I hereby restate my acceptance of the obligation of the position of Registered Agent under Section 617.0501, Florida Statutes.

EXECUTED this 21<sup>st</sup> day of August, 1995.

Alan L. Gabriel  
ALAN L. GABRIEL, ESQ.

The Lakes at Parkland  
2621amnd.art  
8-3-95



# BYLAWS

OF

THE LAKES AT PARKLAND HOMEOWNERS ASSOCIATION, INC.  
a Florida not-for-profit Corporation

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## ARTICLE I

### GENERAL PROVISIONS

1.01 IDENTITY. These are the Bylaws of THE LAKES AT PARKLAND HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), a Florida not-for-profit corporation. The Association has been organized for the purposes stated in the Articles of Incorporation and shall have all the powers provided in these Bylaws, the Articles, the Declaration, and under the laws of the State of Florida.

1.02 DEFINITIONS. All defined terms used in these Bylaws shall have the meaning assigned to them in the Declaration of Restrictions and Protective Covenants for The Lakes At Parkland.

1.03 PRINCIPAL OFFICE. The principal office of the Association shall be at such location as may be established by the Board of Directors from time to time.

1.04 SEAL. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation Not-for-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

1.05 FISCAL YEAR. The fiscal year of the Association shall be a calendar year.

EXHIBIT C

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## ARTICLE II

### MEMBERSHIP

2.01 QUALIFICATIONS. Pursuant to Article III, Section 1, of the Articles of Incorporation of the Association, all record owners of a fee or undivided fee interest in any Lot shall be members of the Association. Membership for each Lot shall be established upon the recording of the Declaration. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association, but its membership shall terminate upon the recording of the Declaration, unless the incorporator owns any Lot(s).

2.02 CHANGES IN MEMBERSHIP. The transfer of ownership to any Lot, either voluntary or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the Association. It shall be the responsibility of the transferor and transferee of a Lot, to inform the Association of the change in membership, by delivering to the Association a recorded copy of the deed or other instrument of conveyance which establishes the transfer of ownership. In the absence of such notification, the Association shall not be obligated to recognize any change in membership or ownership of a Lot for any purpose including the right to vote, the right to receive notice of meetings and notice of assessments, and the right to inspect the Association's books and records.

2.03 MEMBER REGISTRATION. The Secretary of the Association shall maintain a register of the names and addresses of the members of the Association. It shall be the obligation of each member of the Association to advise the Secretary of any change of address of the member, or of a change of ownership of a member's Lot, as set forth above. Any member who mortgages its Lot shall notify the Association of the name and address of the mortgagee. Any member who satisfies a mortgage encumbering its Lot shall notify the Association by filing a copy of the recorded satisfaction of mortgage with the Association. The names and addresses of any such mortgagee shall also be maintained with the member register.

2.04 RIGHT OF OWNERS TO PEACEABLY ASSEMBLE. All common area recreational facilities serving the Association shall be available to parcel owners in the Association served thereby, and their invited guests, for the use intended for such common areas and recreational facilities. The entity or entities responsible for the operation of the common areas and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. No entity or

entities shall unreasonably restrict any Lot owner'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.

2.05 RIGHTS OF MEMBERSHIP. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by the Declaration of Restrictions to which the Properties are subject.

### ARTICLE III

#### BOARD OF DIRECTORS

3.01 MEMBERSHIP. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors shall from time to time determine.

3.02 ELECTION OF DIRECTORS BY MEMBERS. The directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by majority vote.

3.03 TERM OF OFFICE. All directors elected by the members shall hold office until the next annual meeting of the Members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by the Articles or by law.

3.04 REMOVAL OF DIRECTORS. A) Any director, with the exception of any directors appointed by the Developer, may be removed by a majority vote of the remaining directors for cause, including if such director is an owner and has been delinquent for more than thirty (30) days in the payment of assessments or other monies owed to the Association. B) Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership at a special meeting of the Members called by not less than ten percent of the Members of the Association expressly for that purpose, except that the directors appointed by the Developer including those named in the Articles of Incorporation may be removed only by the Developer. Any vacancy of the Board caused by any such removal may be filled by the Members at such meeting or, if the Members fail to fill such vacancy, by the Board, as in the case of any other vacancy on the Board.

3.05 RESIGNATION. Any director may resign at any time

by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be required to be deemed effective.

3.06 ORGANIZATIONAL MEETING. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the annual meeting of members upon three days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

3.07 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time or place as may be determined, from time to time, on such days and at such hours as the Board of Directors may, by resolution, appoint. Meetings of the Board shall be open to all Members.

3.08 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called at any time by the President or by any director of the Board and may be held at any place and at any time.

3.09 NOTICE OF MEETINGS. Notice of each meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of a majority of the members of the Board to each member of the Board not less than three days prior to the scheduled date of the meeting by mail or by telephone or telegraph. Special meetings of the Board may also be held at any place and time without, notice by unanimous waiver of notice by all the directors. Notice of a meeting of the Board need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of such notice and a waiver of any and all objections of notice of such meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states at the beginning of the meeting that the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of any regular or spacial meeting of the Board need be specified in any notice or waiver of notice of such meeting. Notice of meetings shall be posted in a conspicuous place on the Association property at least three days in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be

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established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

3.10 VACANCIES. Vacancies in the Board may be filled by a majority vote of the directors then in office, or by a sole remaining director, and a director so appointed shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the Members shall be held to elect the directors.

3.11 DIRECTOR COMPENSATION. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; however, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

3.12 OPEN MEETINGS. Subject to the provisions of this Article, all meetings of the Board shall be open to all Members, but no Member other than Directors may participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time that any Member may speak.

3.13 POWERS AND DUTIES. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

b. making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the

annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of quarter;

c. providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

f. making and amending rules and regulations;

g. opening of bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

i. enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association after receiving the proper authorization, if any, required by the Declaration;

j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

k. paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

l. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the

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time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

m. make available to any prospective purchaser of a Lot, and Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Lot and all other books, records, and financial statements of the Association; and

n. permit utility suppliers to use portions of the Common Area reasonably necessary for the ongoing development or operation of the Properties.

3.14 MANAGEMENT OF ASSOCIATION. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 13 of this Article. The Developer, or an affiliate of the Developer, may be employed as managing agent or manager. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days, or less, written notice.

3.15 MANAGEMENT STANDARDS. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;

b. accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) disbursements by check requiring two (2) signatures, and (ii) cash disbursements limited to amounts of Seventy-Five Dollars (\$75.00) and under;

c. cash accounts of the Association shall not be commingled with any other accounts;

d. no remuneration shall be accepted by a managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

e. any financial or other interest which a managing agent may have in any form providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

f. an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year.

3.16 POWER TO BORROW MONEY. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas without the approval of the Members of the Association; provided, however, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

3.17 POWER TO IMPOSE FINES. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area, for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the fine shall constitute a lien upon the Lot in which the occupant resides, and the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

a. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the committee designated by the Board, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.



b. Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session before the body specified in the notice which shall afford the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

c. Appeal. If the hearing is held before a body other than the Board, then the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

d. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

3.18 DIRECTORS APPOINTED BY THE DEVELOPER. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the directors in accordance with the privileges granted to the Developer pursuant to the Articles and Declaration of Covenants and Restrictions. All directors appointed by the Developer need not be members of the Association so long as Developer owns any Lots or real property in the Project, and shall serve at the pleasure of the Developer, and the Developer shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the Board.

#### ARTICLE IV

##### OFFICERS

4.01 MEMBERS. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. The officers of the Association shall include a President, Vice President, Treasurer, and Secretary, all whom shall be members of the Board. Any person may hold two or more offices.

4.02 THE PRESIDENT. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors, including but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

4.03 THE VICE PRESIDENT. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

4.04 THE SECRETARY. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. He shall have custody of the seal of the Association and affix the seal to instruments requiring a seal when executed. He shall keep the records of the Association, and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the directors or the President.

4.05 THE TREASURER. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall submit a Treasurer's Report to the Board at reasonable intervals. He shall collect all assessments and report to the Board the status of collections as requested. He shall sign such instruments as require his signature and he shall perform all other duties as usually pertain to his office or as are properly required of him by the Board of Directors or the President.

4.06 REMOVAL. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

4.07 VACANCIES. Vacancies in any office arising from any cause may be filled by the majority of the Board of Directors for the unexpired portion of the term.

4.08 RESIGNATION. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## ARTICLE V

### MEETINGS OF MEMBERS

5.01 ANNUAL MEETING. The regular annual meeting of the members shall be held annually during the month in which the Declaration was recorded at such time and place as shall be determined by the Board of Directors.. The purpose of the annual meeting is to elect the Board of Directors and transact any other business as may be required. However, so long as the Developer is entitled to appoint a majority of the directors of the Association, no annual meetings will be required.

5.02 SPECIAL MEETINGS. Special meetings of the members may be called at any time by a majority of the members of the Board of Director, the President, or at the request in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice for the meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the Association, to all of the members within 30 days after same is duly called, and the meeting shall be held within 45 days after being so called.

5.03 NOTICES. Written notice stating the place, date and hour of a meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote by or at the direction of the President, the Secretary or the officer or person calling the meeting. Only one notice shall be required to be given with respect to each Lot, and may be given to any co-owner. Notice may be given to the member or co-owner either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member or co-owner shall register his address with the Secretary, and notices of meetings shall be mailed to the member or co-owner, at such address, unless otherwise directed in writing by the owner or co-owner. Notice of any meeting, regular or special, shall be

mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided.

5.04 QUORUM AND VOTING REQUIREMENTS. The presence in person or by proxy at the meeting of members entitled to cast thirty-three and one-third percent (33 1/3%) of the membership votes shall constitute a quorum for any action governed by these Bylaws. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws.

5.05 ADJOURNMENTS. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present in person or by proxy and entitled to vote at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present in person or by proxy at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members representing at least twenty-five percent (25%) of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

5.06 PROXIES. Every Member entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the Member's behalf, by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the Secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Homeowners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the articles of incorporation or bylaws or for any matter that requires or permits a vote of the Lot owners. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting

thereof. A proxy shall not be valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Lot owner who executes it.

5.07 ORGANIZATION. The President shall preside over all meetings of the Members, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of meetings. If the President is not in attendance at any meeting, the Vice President, Treasurer, or any person chosen by the majority of the Members present, in that prescribed order, shall act as chairman of the meeting. If the Secretary is absent or unable to act, any person appointed by the chairman of the meeting, shall act as Secretary of the meeting

5.08 ORDER OF BUSINESS. The order of business at the annual meetings of the members shall be:

- a) Determination of chairman of the meeting;
- b) Calling of the roll and certifying of proxies;
- c) Proof of notice of meeting or waiver of notice;
- d) Reading of reports of directors, officers or committees;
- e) Unfinished business;
- f) New business;
- g) Adjournment.

5.09 MINUTES. The minutes of all meetings of the members shall be filed and maintained in the minutes book of the Association, which shall be available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The Association shall maintain these minutes for at least 7 years.

5.10 ACTIONS WITHOUT A MEETING. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting and without prior notice, and without a vote if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof and having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted, and such consent shall have the same force and effect as a unanimous vote of the Members. Within 10 days after obtaining such authorization by written consent, notice of the action taken shall be given to those Members who have not consented in writing.

5.11 PARLIAMENTARY RULES. Roberts' Rules of Order

(latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

## ARTICLE VI

### COMMITTEES

6.01 COMMITTEES. The Architectural Control Board shall be a standing committee of the Association. The Board of Directors or its President, may appoint such other committees as it deems advisable.

6.02 ARCHITECTURAL CONTROL BOARD. The Architectural Control Board shall be appointed, shall serve and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the Architectural Control Board shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the Architectural Control Board, shall in all events be dispositive.

## ARTICLE VII

### BOOKS AND PAPERS

7.01 INSPECTION OF BOOKS AND RECORDS. The books and records of the Association shall be open to inspection by all owners or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a unit, upon request, during reasonable business hours and under other reasonable conditions.

7.02 RECORDS. The Association shall maintain each of the following items, when applicable, which shall constitute the official record of the Association:

- a. a copy of the plans, permits, warranties, and other items provided by the developer;
- b. a certified copy of the articles of incorporation of the Association, or other documents creating the Association, and each amendment thereto;
- c. a copy of the bylaws of the Association and of each amendment to the bylaws;
- d. a copy of the current rules of the Association;
- e. the minutes of all meetings of the Association, of the board of directors, and of members;

f. a current roster of all members and their mailing addresses, parcel identifications, and, if known, telephone numbers;

g. all current insurance policies of the Association or a copy thereof;

h. a current copy of the management agreement, lease, or other contract to which the Association is a party or under which the Association or the parcel owners have an obligation or responsibility;

i. accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles;

1. all accounting records are to be kept for a period not less than 7 years;

2. accounting records should include, but are not limited to:

- accurate, itemized, and detailed records of all receipts and expenditures;
- a current account and a periodic statement of the account for each member of the Association
- all audits, reviews, accounting statements, and financial reports of the Association
- all contracts for work to be performed
- all bids for work to be performed shall be included and maintained for one year.

## ARTICLE VIII

### AMENDMENTS

8.01 ADOPTION OF AMENDMENTS. These Bylaws may be amended, (a) by unanimous vote of all of the directors; or (b) at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, provided that the notice to the members of the meeting disclosed the information that the amendment of the Bylaws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants. Notwithstanding anything herein to the contrary, the Developer as described in the Articles of Incorporation of the Association and the Declaration of Restrictions, shall be permitted to unilaterally amend these Bylaws at any time and no amendment of these Bylaws may be made without

the written consent of the Developer as long as the Developer holds title to any real property contained within the Project.

8.02 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.

8.03 CONFLICT. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the said Declaration shall control.

8.04 RIGHTS OF INSTITUTIONAL MORTGAGEE. No amendment to these Bylaws shall prejudice or impair the rights and priorities of any Institutional Mortgagee without the prior written consent of all such Institutional Mortgagees.

8.05 EXECUTION AND RECORDING. No modification of, or amendment to, the Bylaws shall be valid until recorded in the public records of Broward County, Florida.

## ARTICLE IX

### MISCELLANEOUS

9.01 TENSE AND GENDER. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

9.02 PARTIAL INVALIDITY. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

9.03 CONFLICTS. In the event of any conflict, the Declaration, the Articles, and these Bylaws shall govern, in that prescribed order.

9.04 CAPTIONS. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or described the scope of these Bylaws or the intent of any provisions hereof.

9.05 WAIVER OF OBJECTIONS. The failure of the Board or of any officers of the Association to comply with any terms and provisions of the Declaration, the Articles or these Bylaws which relate to time limitations shall not, by itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the Association within ten (10) days after the member is notified, or becomes aware of the failure.



Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

\*\*\*\*\*

I hereby certify that the foregoing Bylaws of the Association were duly adopted by the Board of Directors of said association at meeting held for such purpose on this 11 day of August, 1995.

  
\_\_\_\_\_  
SECRETARY

The Lakes at Parkland  
26201BYL.02  
8-9-95

OK23869PC0186

# EXHIBIT "D"

## DESCRIPTION:

ALL OF TRACT "A" (THE PRIVATE ROAD TRACT) AS SHOWN ON THE PLAT OF THE LAKES AT PARKLAND, AS SAID PLAT IS RECORDED IN PLAT BOOK 158, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH,

ALL OF TRACTS "B" AND "C" (LAKES) AS SHOWN ON THE PLAT OF THE LAKES AT PARKLAND, AS SAID PLAT IS RECORDED IN PLAT BOOK 158, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH,

ALL OF TRACTS "D" AND "E" (COMMON AREAS) AS SHOWN ON THE PLAT OF THE LAKES AT PARKLAND, AS SAID PLAT IS RECORDED IN PLAT BOOK 158, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

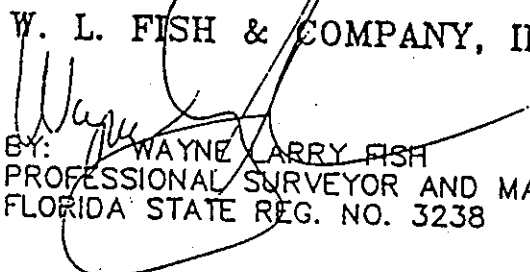
TOGETHER WITH,

ALL OF THE 45 FOOT LANDSCAPE BUFFERS, TOGETHER WITH, THE 25 FOOT LANDSCAPE BUFFER, ALL AS SHOWN ON THE PLAT OF THE LAKES AT PARKLAND, AS SAID PLAT IS RECORDED IN PLAT BOOK 158, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

## CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, APPLICABLE TO LEGAL DESCRIPTIONS, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

W. L. FISH & COMPANY, INC.

BY:  WAYNE LARRY FISH  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA STATE REG. NO. 3238

BR23869700187



**W.L. FISH & COMPANY!**  
SURVEYORS & PLANNERS

105 S. NARCISSUS AVE., SUITE 802  
WEST PALM BEACH, FLORIDA 33401  
(407)833-5001 FAX: (407)839-8745

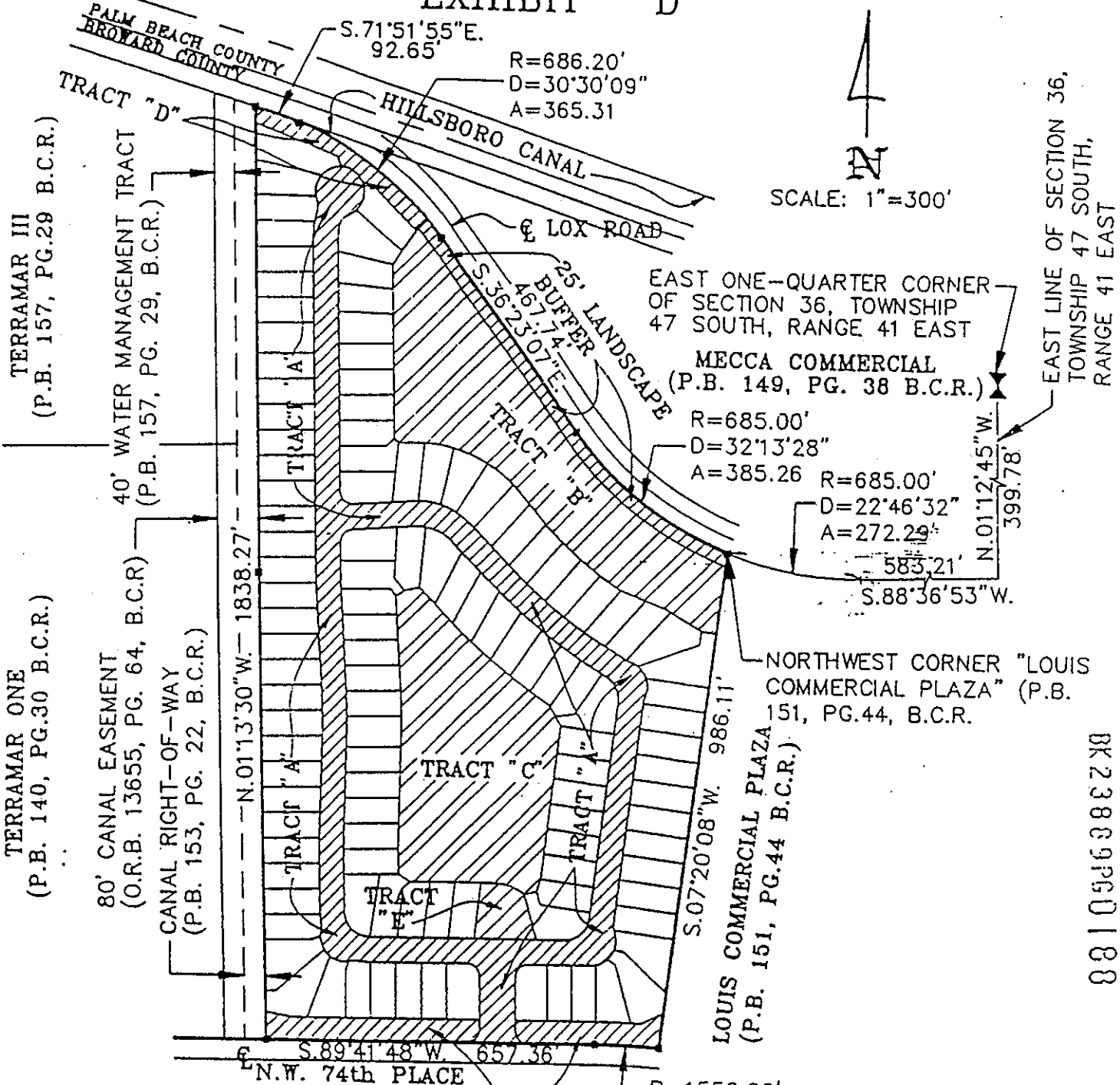
DESCRIPTION SKETCH FOR:

COMMON AREAS SUBJECT TO THE DECLARATION  
OF RESTRICTIVE COVENANTS AT THE LAKES AT  
PARKLAND. CITY OF COCONUT CREEK, FLORIDA

DRAWN: LA TOUR DATE: 9/5/95

SHEET

# EXHIBIT "D"



SCALE: 1"=300'

N

EAST LINE OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 41 EAST

## LEGEND:

- P.B. - DENOTES PLAT BOOK
- PG. - DENOTES PAGE
- B.C.R. - DENOTES BROWARD COUNTY RECORDS
- O.R.B. - DENOTES OFFICIAL RECORD BOOK
- R - DENOTES RADIUS OF CURVE
- D - DENOTES DELTA ANGLE (CENTRAL ANGLE OF CURVE)
- A - DENOTES ARC LENGTH OF CURVE
- CL - DENOTES CENTERLINE

45' LANDSCAPE BUFFERS



DENOTES COMMON AREA DEDICATED TO THE LAKES AT PARKLAND HOMEOWNERS ASSOCIATION, INC.



DENOTES LAKES (COMMON AREAS) DEDICATED TO THE TERRAMAR COMMUNITY ASSOCIATION, INC.



**W.L. FISH & COMPANY!**  
SURVEYORS & PLANNERS

105 S. NARCISSUS AVE., SUITE 802  
WEST PALM BEACH, FLORIDA 33401  
(407) 833-6000 FAX (407) 833-6001

DESCRIPTION SKETCH FOR:

COMMON AREAS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS AT THE LAKES AT PARKLAND. CITY OF COCONUT CREEK, FLORIDA

DRAWN: LA TOUR DATE: 9/05/95 SHEET

881056382X8

This document prepared by  
and should be returned to:  
NICHOLAS P. WELLMAN, ATTORNEY  
4655 SOUTH MILITARY TRAIL  
LAKE WORTH, FLORIDA 33463-5399

8K 215 330 31 37

95-229814  
06-01-95

FOLIO NO. 17136-06-00100

*Robert S. Forman*  
ROBERT S. FORMAN, P.A.  
2101 W. COMMERCIAL BLVD., #4100  
FT. LAUDERDALE, FL 33309

8K 238 92760 129

NOTE: THIS DOCUMENT TO BE RECORDED PRIOR TO AND TAKES PRECEDENCE OVER ANY RECORDED MORTGAGE AND SECURITY INTERESTS AGREEMENT(S).

### COVENANTS AND DRAINAGE EASEMENT

ITEM 1. PARKLAND LAKES/RBG XVIII, L.P., an Illinois limited partnership, hereinafter referred to as "Grantor", for \$10.00 and other valuable consideration, acknowledged received, hereby gives, grants and conveys unto the respective owners and their assigns, successors and grantees of three (3) parcels of land which are severally and cumulatively the Dominant Estates and which are described in attached Exhibit "B" made a part hereof (referred to hereafter as the "Dominant Estates"), the following described perpetual Gravity Storm Water Drainage System constructed over, under, above and across Grantor's parcel of land which is the Servient Estate and which is described in attached Exhibit "A" made a part hereof (referred to hereafter as the "Servient Estate").

ITEM 2. Grantor gives, grants and conveys a perpetual Gravity Storm Water Drainage System constructed over, under, above and across Grantor's land, the Servient Estate, for the sole use by and benefit of the Dominant Estates consisting of three acres of retention lake area, drainage easements, piping, control structure(s), and related drainage facilities, in accordance with applicable governmental regulations and acceptable engineering design standards to provide for the drainage of rain water by gravity flow from the Dominant Estates across the Servient Estate into the retention lake area and outletting into the Pine Tree Water Control District Canal.

ITEM 3. The Gravity Storm Water Drainage System is described and depicted on the Plat of THE LAKES AT PARKLAND, recorded in Plat Book 158 at Page 28, Public Records of Broward County, Florida, being a replat of Parcel "B", "TERRAMAR III", recorded in Plat Book 157, Page 29, Public Records of Broward County, Florida (hereafter "THE LAKES AT PARKLAND").

ITEM 4. Reference heretobefore and hereafter to "three acres of retention lake area" stands for the following: The Dominant Estates shall have the perpetual use of three acres of area of the retention lakes excavated and constructed on the Servient Estate, more particularly Tracts "B" and "C" (Lakes) of THE LAKES AT PARKLAND.

EXHIBIT E

ITEM 5. The Gravity Storm Water Drainage System's drainage piping connecting the Dominant Estates to the Servient Estate shall be located in the drainage easements dedicated to the TERRAMAR COMMUNITY ASSOCIATION, INC. as shown on THE LAKES AT PARKLAND; and the drainage piping shall be at invert depths designed to meet and connect to the Dominant Estates' gravity storm runoff water piping and shall provide for the transporting across the Servient Estate the rain runoff water from the Dominant Estates to points outletting into the retention lakes, Tracts "B" and "C" (Lakes), excavated and constructed on the Servient Estate and which retention lakes outlet into the Pine Tree Water Control District Canal.

ITEM 6. Notwithstanding anything contained herein to the contrary, the sizing, designing and constructing of the Gravity Storm Water Drainage System: (a) shall provide for the Dominant Estates being zoned for commercial use, and (b) shall be in accordance with acceptable engineering design standards and criteria and shall meet the standards and requirements of Broward County, Pine Tree Water Control District, South Florida Water Management District and City of Parkland.

ITEM 7. This Covenants and Drainage Easement shall run with the Dominant Estates and the Servient Estate; and the provisions, obligations, rights and benefits of the Covenants and Drainage Easement shall be binding upon and inure to the benefit of: the Grantor and the Dominant Estates' respective owners and to each party's assigns, successors and grantees.

IN WITNESS WHEREOF, Grantor has caused this Covenants and Drainage Easement to be executed by its duly authorized representatives on this 30 day of MAY, 1995.

Signed, sealed and delivered  
in our presence:

(signature)

(print name)

(signature)

(print name)

"GRANTOR"  
PARKLAND LAKES/REG XVIII, L.P.  
an Illinois limited partnership  
BY its General Partners:

PARKLAND DEVELOPMENT CORP. II  
a Florida corporation

BY:

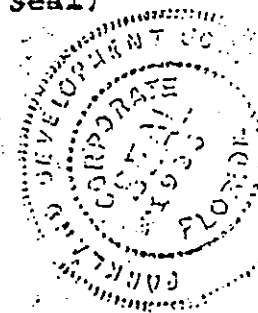
HAROLD L. TOMLINSON  
its President

(Corporate Seal)

AND

covenants and drainage easement  
PARKLAND LAKES/REG XVIII, L.P.  
(Page 2 of 3)

EXHIBIT E



BR23839100190

Manuel C. Rowe  
(signature)  
MANUEL C. ROWE  
(print name)  
Harold Tomlinson  
(signature)  
HAROLD TOMLINSON  
(print name)

REG XVIII CORP.  
an Illinois corporation  
BY: [Signature]  
(signature)  
IRVING BROWN  
(print name)  
its VIC N. G.S.  
[Signature] President  
(Corporate Seal)  
Robert S. Goldfine

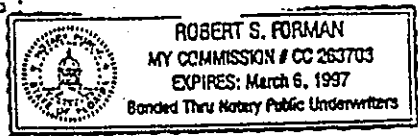
STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30 day of May, 1995, by HAROLD TOMLINSON, President of PARKLAND DEVELOPMENT CORP. II, a Florida corporation, a General Partner of PARKLAND LAKES/REG XVIII, L.P., an Illinois limited partnership, on behalf of the corporation and limited partnership, who:

☒ is personally known: or  
☒ provided Fla Driver's Lic as identification.

[Signature] (signature of Notary)  
Robert S. Forman (print name of Notary)  
NOTARY PUBLIC, STATE OF Florida  
MY COMMISSION EXPIRES:

(Notary Seal)



STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31st day of May, 1995, by Robert S. Goldfine the President of REG XVIII CORP., an Illinois corporation, a General Partner of PARKLAND LAKES/REG XVIII, L.P., an Illinois limited partnership, on behalf of the corporation and the limited partnership, who:

☐ is personally known to me; or  
☒ provided Chicago Driver's License as identification.

[Signature] (signature of Notary)  
Robert S. Forman (print name of Notary)  
NOTARY PUBLIC, STATE OF Florida  
MY COMMISSION EXPIRES:

(Notary Seal)

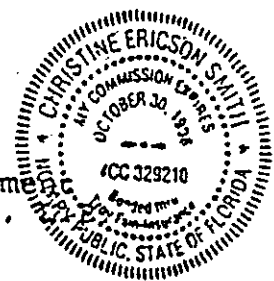


EXHIBIT "A"

FOLIO NO. 17136-06-00100

DESCRIPTION:

BEING THE PLAT OF THE LAKES AT PARKLAND AS RECORDED IN PLAT BOOK 153, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEING A REPLAT OF PARCEL "B", TERRAMAR III, AS RECORDED IN PLAT BOOK 157, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING 28.88 ACRES MORE OR LESS.

SAID PARCEL BEING FORMERLY KNOWN AS PARKLAND CENTER PLAT, PARCEL A, AS RECORDED IN PLAT BOOK 153, PAGE 22, BEING MORE PARTICULARLY DESCRIBED AS:

A PORTION OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 41 EAST AND RUN ON A GRID BEARING OF N 01 DEGREES 12' 45" W ALONG THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 2241.34 FEET; THENCE RUN S 88 DEGREES 36' 53" W FOR A DISTANCE OF 169.01 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF LOX ROAD, PER SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 16741 AT PAGE 758 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 7, U.S. HIGHWAY NO. 441, ACCORDING TO THE RIGHT-OF-WAY BOOK 8, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE S 88 DEGREES 36' 53" W ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF LOX ROAD FOR A DISTANCE OF 414.20 FEET TO A POINT ON A TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 685.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 46' 32" FOR AN ARC DISTANCE OF 272.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 685.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 13' 28" FOR AN ARC DISTANCE OF 385.26 FEET TO A POINT OF TANGENCY; THENCE N 36 DEGREES 23' 07" W CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LOX ROAD FOR A DISTANCE OF 467.74 FEET TO A POINT ON A TANGENT CURVE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LOX ROAD NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 686.20 FEET AND A CENTRAL ANGLE OF 30 DEGREES 30' 09" FOR AN ARC DISTANCE OF 365.31 FEET TO A POINT ON A NON-TANGENT LINE, A RADIAL LINE THROUGH SAID POINT BEARS N 23 DEGREES 06' 44" E FROM THE RADIUS POINT OF THE LAST DESCRIBED CURVE; THENCE N 71 DEGREES 51' 55" W FOR A DISTANCE OF 92.65 FEET; THENCE S 01 DEGREES 13' 30" E A DISTANCE OF 1838.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 74th PLACE; THENCE N 89 DEGREES 41' 48" E, ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF N.W. 74th PLACE FOR A DISTANCE OF 657.36 FEET TO A POINT ON A TANGENT CURVE; THENCE EASTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1550.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 43' 23" FOR AN ARC DISTANCE OF 127.77 FEET TO A POINT ON A NON-TANGENT LINE, A RADIAL POINT OF THE LAST DESCRIBED CURVE; THENCE N 07 DEGREES 20' 08" E A DISTANCE OF 986.11 FEET TO THE POINT OF BEGINNING.

EXHIBIT E

**EXHIBIT "B"**  
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PARCEL "E" OF THE TERRAMAR TWO PLAT, RECORDED IN PLAT BOOK 142, AT PAGE 43, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LOUIS COMMERCIAL PLAZA, AS RECORDED IN PLAT BOOK 151, AT PAGE 44, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

MECCA COMMERCIAL PLAZA, AS RECORDED IN PLAT BOOK 149, AT PAGE 38, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

BR23889160193

EXHIBIT E



EXHIBIT "F"

Initial Rules and Regulations of the  
Architectural Control Board

Architectural Criteria and Building Restrictions

1. Residential Buildings. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the ACB provided that any such accessory buildings do not furnish residential accommodations for an additional family.

2. Building Lines. No structure shall be constructed on any lot closer to the lot lines shown on the Site Plan approved by the City of Parkland, Sheet No. SP-\_\_\_\_\_, unless approved by the ACB.

3. Building Height. The dwelling on each Lot shall not exceed thirty-five (35) feet in height and shall not contain more than two (2) stories.

4. Minimum Floor Area. Each dwelling located on a Lot shall contain not less than 1,700 square feet of liveable enclosed floor area exclusive of garages and open or screened porches, terraces or patios.

5. Construction Quality. All dwellings shall be constructed in conformity with the South Florida Building Code and all ordinances of the City of Parkland, Florida.

6. Exterior Treatments. Stucco, decorative block, wood, brick and stone shall be allowed as exterior treatments. The use of any type of material other than the foregoing or such use of more than two (2) materials (other than roof material and glass) shall not be permitted unless specifically approved by the ACB. The front elevation material treatment shall have reasonable continuity on the side and rear elevations. All finish materials and color plans shall be submitted for approval by the ACB.

7. Roofs. Flat roofs may be permitted over Florida rooms, porches, patios and terraces if specifically approved by the ACB. There shall be no flat roof on any other part of the building unless the ACB determines that such flat roof is part of an overall

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acceptable modern or contemporary design. No built-up roof shall be permitted on pitched surfaces. The composition of all pitched roofs shall be tile, slate or concrete. The roof pitch on the pitched roofs shall not be less than 4.9/12 unless otherwise approved by the ACB. Roof materials may not be in the following colors: green, purple, yellow, or red (other than terra cotta tiles of mediterranean or spanish design). The color of all tile roofs must be approved by the ACB.

8. Garages. Unless otherwise specifically approved by the ACB, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have a private and enclosed garage for not less than two (2) and not more than three (3) vehicles. Garage doors shall be operated by an electric door opener and with the exception of a garage being temporarily accessed, the garage doors shall remain closed at all times. No carport shall be permitted unless otherwise specifically approved by the ACB as being part of a total design which contributes to the aesthetic appearance of the dwelling. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. All garages shall have a minimum width of twenty (20) feet for a 2-car garage or thirty (30) feet for a 3-car garage measured from the inside walls of the garage. Garages shall have either a single overhead door with a minimum door width of sixteen (16) feet for a 2-car garage or in the alternative two or three individual overhead doors each having a minimum of eight (8) feet in width.

9. Driveways. An owner shall repair in a neat and orderly fashion any and all roadways broken in construction of a driveway entrance. No ribbon driveways shall be constructed. For the purpose of the restrictions, the term "ribbon driveway" shall mean two (2) paved driving lanes separated by an unpaved area. No asphalt driveways shall be permitted.

10. Swimming Pools and Hot Tubs. All swimming pools constructed on a Lot shall be composed of materials specifically approved by the ACB. Above ground swimming pools shall not be constructed on any Lot. Above ground hot tubs must be specifically approved by the ACB.

11. Recreational or Ancillary Facilities.

(a) All recreational facilities, including, without limitation by specification, swimming pools, and any other play or recreational structures including platforms, playhouses, doghouses, or other structures of a similar kind or nature (collectively referred to herein as "recreational facilities") and

any patio, screening or other improvement constructed or used in connection therewith, whether on a Lot on which a dwelling is located or on an adjoining Lot purchased for the construction of any such recreational facility, shall be adequately walled or fenced and landscaped in a manner specifically approved by the ACB, and in accordance with ordinances of the City of Parkland, Florida, so as to provide a buffer from adjacent dwellings and prevent the general viewing thereof.

(b) No lighting of a recreational facility shall be permitted unless specifically approved by the ACB.

(c) Lighting of a recreational facility shall be designed so as to buffer the surrounding dwellings from such lighting.

(d) No basketball backboards shall be erected, constructed or installed on any Lot.

12. Landscaping. A landscaping plan for each Lot shall be submitted to and approved by the ACB. No artificial vegetation shall be permitted on a Lot outside of the dwelling. No structure, planting or other material shall be placed or be permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The entire Lot and any portion between the street pavement and the front lot line of a Lot shall be irrigated and maintained by the Owner of the respective Lot. Sod shall be required on the entire Lot, other than structure, tree and shrub planting and driveway areas. Each Lot shall have installed an underground irrigation system capable of irrigating regularly and sufficiently all lawn and plant areas of the Lot and the right-of-way area in the front of the Lot between the paving and the Lot line. All landscape planting plans must conform to the standards set by the Terramar Community Guidelines.

Landscape irrigation systems installed on Lots adjacent to lakes or bodies of water shall not use floating devices or exposed suction line piping in order to draw water from said lakes. All required landscaping irrigation and street trees shall be installed, working and in good order and condition upon the issuance of a certificate of occupancy in City of Parkland, Florida.

13. Trees. No tree greater than three (3) inches in diameter and measured four and one-half (4.5) feet in height above the natural grade of the Lot shall be cut or removed without the

specific prior approval of the ACB. The ACB may require that any such trees removed from the Lot be transplanted to a Common Property at the expense of the respective Lot Owner.

14. Non-Interference With Easements. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance of utilities or drainage facilities located in a utility and drainage easement shown on any Plat or the installation of any fence, wall, hedge, planting, tree or other improvements or landscaping located on a non-access or screened fence easement on a Lot. The easement area located on each Lot and all improvements thereon shall be maintained continuously by the Lot Owner except for those improvements the maintenance of which is the responsibility of a public authority or private utility.

15. Utility Connections. Connections for all utilities, including, but not limited to, water, sewer, electricity, telephone and television, shall be run underground to the building structure in such a manner as is acceptable to the respective utility authority or company and the ACB.

16. Individual Water Supply. No individual drinking water supply system shall be permitted on any Lot. An irrigation plan for each Lot that uses an adjoining lake for water shall be submitted to and approved by the ACB. No PVC piping or float devices shall be visible on the lake and all piping shall be set at a minimum depth of one foot below the set lake elevation.

17. Individual Sewerage Disposal System. No individual sewerage disposal system shall be permitted on any Lot.

18. Air Conditioning Units. No window or wall air-conditioning units shall be permitted on any Lot. Compressors and fans for central air-conditioning systems which are located outside the exterior of a building shall be partially walled or fenced and landscaped in accordance with the ordinances of the City of Parkland, Florida, to prevent their being viewable from any street and to prevent unreasonable noise.

19. Mailboxes. Each Lot on which a residence has been completed as evidenced by issuance of a certificate of occupancy shall have upon it a mailbox, installed by the Developer. One standard mail box shall be approved for use in the subdivision and all lots shall use the standard mail box. The Association shall be responsible for maintaining and/or replacing the standard mail box, as may be required.

20. Awnings. No awnings, canopies or shutters, including

hurricane or storm shutters, shall be attached or fixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the ACB except for hurricane emergency situations.

21. Antenna and Aerials. No antenna or aerials shall be placed upon any Lot or fixed to the exterior of any building and no antenna or aerial placed or fixed within a building shall extend or protrude beyond the exteriors of such building without the prior approval of the ACB.

22. Clothes Drying Area. No clothing, laundry or wash shall be aired or dried on any exterior or outside portion of any Lot in an area exposed to view from any other Lot consistent with Section 15, Page 22, of this Declaration.

23. Signs. The size and design of all signs located on a Lot shall be subject to the approval of the ACB and consistent with the ordinances of the City of Parkland, Florida. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

(a) Directional or traffic signs installed by the appropriate governmental authority or by the Developer, entrance or other identification signs as installed by the Developer;

(b) Developer may display signs on Lots;

(c) One "For Sale" sign not more than five (5) square feet may be placed on a Lot by the original builder of the dwelling thereon;

(d) Lot Owners shall not display any sign or any character indicating that a dwelling or Lot is for rent or for sale; however, an Owner may, at any time that he or a designated representative is in attendance, display a sign not exceeding five (5) square feet of a design approved by the ACB displaying the word "Open"; and

(e) A name plate and address plate in size and design approved by the ACB.

24. Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building shall be placed on any Lot; provided, however, the ACB may in its sole discretion grant permission and specify locations at which construction facilities, temporary storage or outbuildings may be located upon the Project.

25. Completion of Construction and Repairs. The construction of any new building or the repair of any building damaged by fire or otherwise, shall be completed with reasonable promptness. Any such construction shall be completed within a period of six (6) months and any damaged debris shall be removed from a Lot within one (1) month.

26. Sales Office of Developer. Notwithstanding anything in this Declaration to the contrary, Developer may construct and maintain a sales office together with a sign or signs relating thereto on Lots or a Lot of its choosing until such time as all of the Lots have been sold. The design of such a sales office and any signs or appurtenances shall not be subject to approval by the ACB.

27. Fencing. With the exception of those Lots which are adjacent to a canal, fences intended to separate one property for another shall be of an aluminum railing type. Vertical post members shall be a maximum of ten (10) feet apart. The top rail shall be a maximum height of forty-eight (48) inches. There shall be two (2) horizontal rails. Privacy walls to a maximum height of seventy-two (72) inches or fencing may be used to surround pool areas and seclude certain portions of a dwelling. Prior to the construction of any fence or wall, a fencing plan must be submitted and approved by the ACB.

28. Minimum Floor Elevation. The minimum floor elevation of all buildings shall be the higher of 1.5 feet above the crown of the road or  $\pm 16.5$  feet mean sea level as required by the South Florida Water Management District.

#### Miscellaneous Rules

1. Any Owner who desires to construct an improvement or structure of any kind on his Lot shall submit four (4) complete sets of signed and sealed plans and specifications and samples of proposed building materials to the Architectural Control Board (the "Board").

2. All approvals by the Board shall be subject to further approval by Terramar Community Association, Inc.

3. The exteriors shall be consistent with the theme adopted by the Developer.

4. With the exception of those Lots which are adjacent to a canal, no metal chain link fences are permitted. All walls shall be concrete block and stucco.

5. The following plant material shall not be planted in the Project: a) Melaleuca Leucadendron (cajeput tree); b) Casuarina Equisetifolia (Australian Pine); c) Schinus Terebinthilolius (Brazilian Pepper); d) Wedalia Trilobata (Wedalia); and f) Acacia.

6. Except when placed in front for pick-up, no garbage container shall be visible from any street.

7. No vehicles of any kind shall be permitted to be parked on any of the streets or roadways located within the Project at any time.

RECORDED IN THE OFFICIAL RECORDS BOOK  
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COUNTY ADMINISTRATOR