

To: Westwood Community Three Residents

From: Westwood Community Three Homeowners Association (HOA)

Purpose: HOA Document Clarification – Community Documents

Date: July 14, 2021

Dear Westwood Community Three Residents,

As your 2021 Board of Directors, we understand that our HOA documents can be very confusing to understand in how they were officially recorded. Many homeowners have expressed to us that they would like a document that is clear to understand and contains all of the amendments in one easy to find location. Due to these requests, we would like to share a compiled list of rules that pertain to our deed restricted community with previous and current Board rulings, to make it easier to understand our governing documents and what is expected of homeowners when living in a deed restricted community.

Our goal is to ensure all residents are aware and understand the governing documents that relate to our community and to protect the homeowners when Boards transition. In compiling and creating this document, we hope to eliminate the confusion that has been expressed to the Board from not only the documents themselves, but inconsistent decisions from transitioned HOA Board of Directors in years past. Please take the time to review the documents and update your understanding of what is permitted in our community.

One last note, these rules and regulations are not new. These documents were written and established when the community was built and have changed very little since that time. We understand that when new residents close on their property, they are handed a stack of papers that may or may not include our governing documents. Agreeing to comply with the governing documents is a condition of homeownership, and with all the stress of moving and the excitement of a new home, we wanted to ensure our community has a clear understanding of the requirements. These guidance papers will be a good refresher for everyone. The official documents and several amendments are located in the Broward County Records Department, and on our Website, but we hope these rule guides will assist all in obtaining a clear and concise understanding of the governing documents.

We understand that 2020 may have been a difficult year for many of our residents, and we have done our best to keep our residents up to date on the many changes that have occurred. If you need any information regarding our community, please reach out to Oasis Property Management Company at: 954.653.9790, or <https://www.oasiscommunitymgmt.com/welcome-to-oasis/> or visit our website: [www.WestwoodCommunity3.com](http://www.WestwoodCommunity3.com). Our Website contains the most up to date information for the community, information about the City of Tamarac and contact information.

Finally, if we do not have a valid email address or phone number on file for you, please provide it to Oasis Management Company. We send many communications out via e-mail.

Sincerely,

Westwood Community Three, HOA Board

Westwood Community Three Section 21

Clarification of Restrictions

Inclusive of Board decisions, Amendments and Standard practice.

CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS FOR WESTWOOD COMMUNITY THREE ASSOCIATION, INC. 05MAY06 B: 41966 P: 1701

CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS FOR WESTWOOD COMMUNITY THREE ASSOCIATION, INC. THIS DECLARATION is made and dated this 26 day of April 2006, by, WESTWOOD COMMUNITY THREE ASSOCIATION, INC., on behalf of the record owners of certain Lots located in the City of Tamarac, County of Broward, State of Florida, being more particularly described as:

WESTWOOD COMMUNITY THREE, according to the plat thereof recorded in Plat Book 77, Page 46, of the Public Records forward County, Florida.

WHEREAS, LEADERSHIP HOUSING, INC., a Delaware corporation, the original developer, heretofore recorded covenants, restrictions, reservations and servitudes on the foregoing described lands in Official Records Book 5098, at Page 731, in the Public Records of Broward County, Florida, which Declaration was subsequently replaced in its entirety by an Amended Declaration of Restrictions recorded in Official Records Book 6922, at Page 940, in the Public Records forward County, Florida, and LEADERSHIP HOUSING, INC., a Delaware corporation, recorded an additional Declaration of Restrictions relating to the foregoing described lands recorded in Official Records Book 5190, at Page 732, in the Public Records of Broward County, Florida, which was subsequently assigned to WESTWOOD COMMUNITY THREE ASSOCIATION, INC., by an Assignment of Declaration of Restrictions recorded in Official Records Book 5728, at Page 544, in the Public Records of Broward County, Florida, ( collectively hereinafter defined as "Previous Declaration"); and,

WHEREAS, WESTWOOD COMMUNITY THREE ASSOCIATION, INC., was formed for the purpose of maintaining, repairing, and replacing the common property within the above-referenced parcels, in addition to administering and enforcing the terms of the Previous Declaration; and,

WHEREAS, WESTWOOD COMMUNITY THREE ASSOCIATION, INC., is and remains a valid and existing corporation not-for-profit conducting its affairs pursuant to the laws of the State of Florida; and,

WHEREAS, said covenants and restrictions have been extinguished as to some of the Lots by operation of the Florida Marketable Record Title Act, Florida Statutes Chapter 712, and no longer operate to bind certain Lots within the above-referenced parcels; and, , WESTWOOD COMMUNITY THREE ASSOCIATION, INC., had previously recorded a Notice of Preservation of Covenants and Restrictions recorded in Official Records Book 35968, at Page 1434, in the Public Records of Broward County, Florida, which preserved the covenants against some but not all of the Lots within the above-referenced parcels; and,

WHEREAS, a majority of the record owners of Lots within WESTWOOD COMMUNITY THREE ASSOCIATION, INC., deem it desirable and in the best interests of the subdivision to adopt a new set of covenants and restrictions to bind all Lots for the benefit of and to protect the health, safety, and welfare of all Lot Owners; and,

WHEREAS certain Lots within the subdivision may nonetheless be bound by the Previous Declaration; and,

WHEREAS this Consolidated and Restated Declaration does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and all Amendments thereto, except as otherwise provided by Florida Statutes Section 720.402(3). This Consolidated and Restated Declaration does provide for an effective term of longer duration than the term of the Previous Declaration as permitted by Florida Statutes Section 720.402(3)(a). The voting interest of each parcel owner under this Consolidated and Restated Declaration is the same as the voting interest under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Consolidated and Restated Declaration shall be the same as the proportional assessment obligations of each parcel owner under the Previous Declaration.

NOW THEREFORE, WESTWOOD COMMUNITY THREE ASSOCIATION, INC., on behalf of all record owners of Lots within the subdivision known as WESTWOOD COMMUNITY THREE according to the plat thereof recorded in Plat Book 77, Page 46, of the Public Records of Broward County, Florida, hereby declares that all Lots within the subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

## **1. DEFINITIONS**

As used in this Restated Declaration of Restrictions, the following words have the following meanings:

- I. "ARCHITECTURAL COMMITTEE" means the Architectural Committee described in paragraph 11 hereof.
- II. "ASSOCIATION" means WESTWOOD COMMUNITY THREE ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns, and is a homeowners' association whose membership consists exclusively of the owners of residential lots within the Subdivisions as herein defined. The purpose of the ASSOCIATION shall be to undertake and assume the rights, privileges, duties and responsibilities of this Consolidated and Restated Declaration. The ASSOCIATION shall be governed by a Board of Directors as provided in the By-Laws. Any decisions, judgments and actions of the Board of Directors shall be valid and binding upon the ASSOCIATION and upon all the Lot Owners in the Subdivision described herein.
- III. "BOARD" means the Board of Directors of the ASSOCIATION.
- IV. "LOT" means a lot as shown on the Plat of Westwood COMMUNITY THREE as recorded in Plat Book 77, Page 46, of the Public Records forward County, Florida.
- V. "IMPROVED LOT" means a LOT upon which there have been constructed a residence building for which a valid certificate of occupancy has been issued by applicable governmental authority.
- VI. "LOT OWNER" means the holder or holders of the fee simple title to a LOT as herein defined.
- VII. "IMPROVED LOT OWNER" means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.
- VIII. "PERSON" means a person, firm, association or corporation.
- IX. "SUBDIVISION" means all lands described in the subdivision as reflected in WESTWOOD COMMUNITY THREE, according to the plat thereof recorded in Plat Book 77, Page 46, of the Public Records of Broward County, Florida.

- X. The use of any gender is deemed to include all genders; the use of the plural includes the singular.
- XI. "INSTITUTIONAL LENDER" shall mean any bank, insurance company, FHA approved mortgage lending institution recognized pension fund investing in mortgages, or federal or state savings and loan association having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

## **2. RESIDENTIAL USE**

All lots in WESTWOOD COMMUNITY THREE and all lots enlarged or recreated by the shifting of location of side property lines are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one LOT.

Buildings accessory to the use of one family maybe erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the ASSOCIATION.

**Board Clarification:** *Non-inhabitable sheds and storage units if they have been approved and permitted by the City of Tamarac. An ARB request must be submitted and approved by the Association Board. Placement and dimensions must be in accordance with all other guidelines contained within.*

A construction shed may be placed on a LOT and remain there temporarily during the course of active construction of a residence building; otherwise no portable buildings or trailers may be placed on a LOT.

**Board Clarification:** *Items needed by the licensed and insured construction company may be temporarily stored on the property while the construction project is actively being completed. If construction stalls, then all items must be removed from the property until the project becomes active again. All construction projects that require items to be placed on the property, must be approved, and permitted through the City of Tamarac.*

No building shall exceed twenty-five (25) feet in height measured from the crown of the street upon which such building fronts unless prior written approval of the ASSOCIATION shall have been obtained.

**Board Clarification:** *There has been no permission granted, and this will not be permitted by the Board, to ensure the community remains uniformed.*

No building shall be enlarged by additions thereto or portions thereof enclosed unless and until plans for such work have been approved in writing by the ASSOCIATION, which approval shall be granted or withheld at the sole discretion of the ASSOCIATION.

**Board Clarification:** *The plans will be permitted and approved by the City of Tamarac. The homeowner will complete an ARB request with contractor information (including license and business information) or homeowner DIY plan. Request will be submitted to the Management company. The Management company will review to ensure the application is complete and will send application to all current Board members. Upon a majority approval/rejection, the Management Company will return to the homeowner. If further information is required, the Board will request the information from the Management company, who will request it from the homeowner.*

## **3. COMMERCIAL ACTIVITY AND VEHICLE RESTRICTIONS:**

No trade, business, profession or any other type of commercial activity shall be conducted or carried on upon any of the foregoing described LOTS, unless the same is zoned for such use.

**Board Clarification:** *No businesses shall be registered or performed on the improved lot.*

*Amended 06OCT06 B: 42938 P: 1737*

At no time shall any commercial vehicle or recreation vehicle be permitted to be parked or stored upon any LOT or anywhere within the association, unless same is parked or stored

within an enclosed garage when on the LOT and in the association, or unless the commercial vehicle is providing temporary service to a LOT or is making a delivery to a LOT.

The Board shall have the authority to determine whether a particular vehicle falls into the approved or disapproved category of vehicles to be parked on the property as detailed in the Declaration for Association.

Commercial vehicle is defined as any vehicle which contains commercial signs or markings on the vehicle, and/or contains equipment either stored inside or on the exterior of the vehicle, which are being used in the normal course of a commercial business. Additionally, a commercial vehicle is defined to include passenger vehicles, including Sport Utility Vehicles, Hybrid Utility Vehicles, Vans or Trucks which do not contain side and rear windows or passenger seats.

Recreational Vehicle is defined as any vehicle which was designed, used or maintained for purposes of human habitation or camping, or is a small passenger outdoor vehicle such as an All-Terrain Vehicle ("ATV").

Amended (By-Laws) 18Jan01 B: 33081 P: 240

No parking of commercial vehicles will be permitted in the community other than for the purpose of rendering services or delivering goods to the occupants of the property. Overnight parking of commercial vehicles is strictly prohibited.

The repair of motor vehicles is prohibited, except for minor repairs by a property owner or resident to his or her motor vehicle.

The parking of motor vehicles is restricted to designated parking spaces and driveways.

VIOLATION OF THE RESTRICTIONS SHALL BE DEALT WITH AS FOLLOWS:

A written warning will be issued for the first violation. If the violation is not corrected within thirty (30) days from the date of the written warning a fine of \$ 150.00 will be assessed.

If the violation is not corrected within 60 days of the written warning a Notice of Non-Compliance will be issued and an additional fine of \$ 300.00 will be assessed.

Further Non-Compliance will be followed by legal action.

**Board Clarification:** Commercial vehicles in addition to what is written, the Board will follow the City of Tamarac regulations regarding all recreation and commercial vehicles for approval. Car wraps or magnets for advertising a business / service will be prohibited.

The current restrictions per the City of Tamarac are: Commercial Vehicle: any vehicle not solely used for personal use and/or displays outside lettering designating a business and/or displaying equipment or used for any business.

In residentially zoned districts – no boat, boat trailers, commercial vehicle, or recreational vehicle may be parked on any public right-of-way or at a privately owned property or clubhouse district between the hours of 9:00 pm through 6:00 am. Exceptions are made for those boats, boat trailers, commercial and recreational vehicles which are wholly enclosed in a garage or not visible from the street.

Vehicle Repair: No vehicle may be partially/fully dismantled in a residentially zoned area. Minor repairs, defined as, replacement of bulbs, fuses, windshield wipers, or batteries are permitted. Repairs are also permitted on personal vehicles belonging to residents of that property when such repairs are conducted within a fully enclosed garage area or not visible from the street.

**4. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS.**

All front yard areas of The IMPROVED LOTS in the subdivision shall be grassed and kept as a lawn which shall extend to the pavement line.

A "front yard area" is hereby defined as the yard area of a LOT from the front building wall and a line extension thereof to the side lot lines to the pavement line in front of the IMPROVED LOT. Comer LOTS shall have two front yard areas for the purposes of this paragraph, one on the front of the lot and the second on the yard adjacent to the intersecting thoroughfare.

No graveled or blacktopped or paved parking strips are permitted except as approved in writing by the ASSOCIATION.

**Board Clarification:** No graveled or blacktopped or paved parking strips will be approved other than improvements to current driveways, whether to widen from a single to double, or replace existing material to another material. All material must match. Pavers can not

be used to create parking spots or extend a driveway unless the entire driveway uses pavers. All work must be permitted and approved through the City of Tamarac. An ARB request must be submitted and approved.

No fences or hedges shall be permitted anywhere within the subdivision except as approved in writing by the ASSOCIATION, which approval shall be granted or withheld at the sole discretion of the ASSOCIATION.

Amended (by-Laws) 14DEC99 B: 33081 P:244

The only type of fence that will be permitted within Westwood 3, Section 21. will be a chain-link fence.

The height in accordance with The City of Tamarac code which reads: "Newly constructed fences & walls require a building permit from The City Building Department. The maximum height permitted is six feet in a residential area. The continual maintenance of all fences and walls is the responsibility of the owner and they must always be maintained in a condition that will ensure safety, functional use and a proper aesthetic appearance. This includes repairs, cleaning, painting and the use of natural wood stains."

Double size gate.

Location to be no farther forward on the property than the side garage door on the house and an equal distance on the opposite side of the house.

No neighbor's permission required.

**Board Clarification:** Only a chain link fence will be permitted, double wide gate has been clarified as large enough to allow a lawn service riding mower to pass through easily. Fences must be permitted and approved through the City of Tamarac, and an ARB must be submitted and approved. A mesh or slat covering can be put through the fence for privacy, as long as an ARB has been submitted and approved. This covering must be maintained in accordance with the community appearance standards.

Outdoor clothes drying activities are hereby restricted to the rear yards and, in the case of corner lots, to that portion of the rear yards thereof which is more than twenty-five (25) feet from the street right-of-way. All clothes poles shall be susceptible of being lifted and removed by any one person in one-minute time.

All garbage and trash containers and oil and gas tanks must be placed as to render the contents thereof hidden from view from adjoining properties.

**Board Clarification:** Small Wood or Plastic fences have been permitted to block the air conditioning unit and garbage cans from view from the front of the property to comply with the City of Tamarac. These should be no higher than four feet, and not wider than five feet.

No animals, livestock or poultry of any kind shall be kept, raised or bred within the confines of the subject property except dogs, cats and other household pets which may be kept thereon, provided they are not kept, bred or raised for any commercial purpose.

No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lands except where expressed prior written approval of the size, shape, content and location thereof has been obtained from the ASSOCIATION, which approval may be arbitrarily withheld.

**Board Clarification:** The Board will prohibit all signs in the community except for signs that may be protected under State or Federal law. The following are protected under State law and may not be prohibited by the Board: US flag, State of Florida flag, US Army, Navy, Air Force, Marine Corps, Coast Guard and POW-MIA flag. The First and Fourteenth Amendments of US Constitution to do not apply to the HOA as the HOA is not a "state actor" in enforcing its covenants against owners. Thus, a prohibition against all political signs, as an example, should not be a violation of that person's right to free speech.

"The restrictions in a HOA's declaration are afforded a strong presumption of validity, and reasonable unambiguous restriction will be enforced according to the intent of the parties as expressed by the clear and ordinary meaning of its terms." See Shields v. Andros Isle Property Owners Ass'n, Inc., 872 So. 2d 1003 (4th DCA 2004)

Unless prior written approval has been obtained from the ASSOCIATION, no exterior radio, television or electronic antenna or aerial, including any satellite dish, may be erected or maintained anywhere upon any of the foregoing described lands, and any such installation

shall follow the rules and regulations established by the ASSOCIATION.

**Board Clarification:** Exterior radio, television or electronic antenna or aerial, including any satellite dish, will be permitted to the extent they are approved and permitted through the City of Tamarac, if required, and used for the installation and use of TV services or internet. All other services must be submitted to the ARB for approval.

No person may park or store automobiles except upon the paved area of their lot. The overnight parking or storage of commercial vehicles in excess of one ton; commercial trucks, boats, boat trailers recreation vehicles or camper type vehicles in excess of 1 ton is strictly prohibited upon any lot or roadway within the community.

**Board Clarification:** Overnight parking or storage of commercial vehicles more than one ton will not be permitted. Commercial trucks, boats, boat trailers recreation vehicles or camper type vehicles will be in compliance with the current City of Tamarac regulations and will be allowed in a fully enclosed garage only, and/or will not be visible from the exterior of the property.

Further there may be no overnight parking of vehicles of any kind upon the recreation property or on a roadway used for vehicular traffic.

**Board Clarification:** There will be no overnight parking on the grass unless prior authorization has been provided by the majority of the board. This will allow for emergency vehicles and through traffic to pass unrestricted, two tires are allowed parallel to the street on the grass of the homeowner's property. Vehicles are not to park on other homeowners' property. If damage occurs to the lawns, the homeowner will be responsible to immediately correct the damage.

All hurricane and storm shutters shall be of a type approved by the Association and no such shutters shall be installed unless the same be of a type approved by the Association. The installation and operation of shutters installation shall be in compliance with the rules and regulations established by the Association.

**Board Clarification:** Hurricane and Storm shutters will be permitted to the extent they are approved and permitted through the City of Tamarac and an ARB must be submitted and approved.

## **5. COMMUNITY TELEVISION ANTENNA**

The Association shall have the right but not the obligation to construct, maintain and operate a community television antenna system or bulk cable television distribution set system, including all necessary connections to tie each lot into such community television antenna system. In the event that the Association elects to exercise such right and install same, then each law owner and all persons entitled to possession of any lot in the subdivision, holding by, through or under such owner shall be obligated to pay monthly as requested, the charge is made by the Association for the services rendered by it, as a common expense payable in advance

**Board Clarification:** If the board were to enter into a community television antenna system or bulk cable television distribution agreement, the cost would be dispersed throughout the entire community for each homeowner to pay equally regardless of the homeowners decision to use the services.

## **6. AGE LIMITATION ON PERMANENT RESIDENT STATUS**

In recognition of the fact that the subdivision has been designated primarily for the comfort, convenience and accommodation as a retirement community for older persons, to provide housing for residents who are 55 years or older, no lot shall, at any time, be permanently occupied by children below the age of 18 years of age, except that children below the age of 18 may be permitted to visit and temporarily reside as a guest for a period not in excess of 30 consecutive days and for a maximum cumulative period of 90 days in any calendar year.

Notwithstanding the foregoing the board in its sole discretion shall have the right to establish hardship exceptions to permit individuals under the age of 55 to permanently reside in the community providing that said exception shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the lots in the

community having less than one resident who is 55 years of age or older, it being the intent that at least 80% of the lot shell at all times have at least one resident who is 55 years of age or older.

The board shall establish policies and procedures for the purpose of assuring that the required percentage of adult occupancy is maintained at all times. The board shall have the sole an absolute authority to deny the occupancy of a lot by any person who would thereby create a violation of the required percentage of adult occupancy.

Furthermore, occupancy of a lot on a permanent basis is limited to a family of two unrelated persons or a husband and wife and no more than two additional persons related by blood marriage or adoption and who met age requirements; however, individuals in excess of this number may be permitted to visit or temporarily reside in a lot for such periods as are permitted in the governing documents of the Association.

**Board Clarification:** *The community is no longer considered an over 55 adult community and will conduct itself accordingly.*

## **7. MAINTENANCE OF PREMISES**

In order to maintain the standards of the sub-division, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any LOT, and no refuse pile or other unsightly object shall be allowed to be placed or suffered to remain anywhere thereon.

The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition.

All driveways and other paved or pebbled areas shall be kept in a neat and orderly condition.

**Board Clarification:** *The community standards will comply with the City of Tamarac Regulations. All lawns, vegetation must be well maintained and not overgrown. Any exterior changes to the property, must have an ARB approval, and if applicable be approved and permitted by the City of Tamarac.*

*Items must not be stored for longer than two weeks in carports or in view of the street.*

*Bulk trash items should not be placed curbside prior to one day before scheduled pick-up and must comply with the City of Tamarac's regulations. If bulk is not removed by the City, it is the responsibility of the homeowner to remove and dispose of the items.*

*Vegetation should not grow into the street to cause a hazard and must be maintained.*

**Standard of cuts of lawn care must be equal to that which is provided through the Home Maintenance program. Dead and dying lawns/ lawns with brown spots must be treated and corrected. Lawn care – original notice of violation sent via e-mail if provided and choice of door posting or mailing. After one week, if issue not resolved, fines will be assessed at \$25 the first week, increasing by \$25 per week up to \$100. (\$25 week 1, \$50 week 2, \$75, week 3 \$100 week 4, and onward). After week 4, the association will cut the lawn and charge the cost of the cut to the homeowner in addition to the assessed fines. After association cut, grass length violation will be completed. The Board shall review the procedure monthly for effectiveness. Homeowner's who are not part of the Home Maintenance Program (HMP) must cut their own lawn's three days prior to or three days after the scheduled HMP cuts.**

In the event the LOT OWNER fails to keep their LOT in accordance with the provisions of this paragraph, the Association shall have the right to mail a thirty (30) day written notice to the address of the LOT or the last known address of the LOT OWNER, advising the LOT OWNER of failure to comply with the above provisions.

Failure of the LOT OWNER to correct the violation(s) within thirty (30) days of mailing of said notice shall give the ASSOCIATION the right, but not the obligation, to enter upon the LOT for the purpose of performing the maintenance necessary to comply with the provisions hereof, which entry shall not be deemed as a trespass. The ASSOCIATION shall have the further right to assess the LOT OWNER for the full costs of any services performed pursuant to this paragraph.

The ASSOCIATION shall have a lien on each LOT in the SUBDIVISION for any unpaid assessment made by the ASSOCIATION. Said lien shall also secure all costs and expenses incurred by the ASSOCIATION incident to the perfection and/or collection of such unpaid assessment or enforcement of such lien. Said lien shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate often (10%) percent per annum from the date of recording until paid.

Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the ASSOCIATION in perfecting and enforcing such lien, including reasonable attorney's fees and all costs of collection. Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien.

All such liens shall be subordinate to the lien of a mortgage or other lien held by any institutional lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of



foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought by in the name of the ASSOCIATION in the same manner as a foreclosure of a mortgage on real property.

In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. The ASSOCIATION may also maintain a suit to recover a money judgment for unpaid assessments at the option of the ASSOCIATION without waiving the lien securing same.

#### **8. RECREATION FACILITIES; OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC.**

The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the ASSOCIATION for a prorata share of the common expenses (including taxes and insurance) of the operation, maintenance and repair of the recreation and parking facilities located upon the following described lands, to-wit:

PARCEL OF WESTWOOD COMMUNITY THREE, according to the plat thereof recorded in Plat Book 77, Page 46, of the Public Records of Broward County, Florida.

said common expenses to be payable in equal monthly installments by each IMPROVED LOT OWNER to the ASSOCIATION and each LOT OWNER hereby agrees that the ASSOCIATION shall have a lien upon such owner's LOT for the aforesaid prorata share of the common expenses until such share is paid, and that such lien, where the same remains unpaid for a period of thirty (30) days or more, maybe foreclosed inequity in the same manner as is provided for the foreclosure of mortgages upon real property.

Said lien shall attach and be effective from and after the time of recording in the Public Records Borgward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate often (10%) percent per annum from the date of recording until paid.

Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the ASSOCIATION in perfecting and enforcing such lien, including reasonable attorney's fees and all costs of collection. Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any institutional lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought by in the name of the ASSOCIATION in the same manner as a foreclosure of a mortgage on real property.

In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. The ASSOCIATION may also maintain a suit to recover a money judgment for unpaid assessments at the option of the ASSOCIATION without waiving the lien securing same.

#### **9. RECREATION LAND LEASE: LIABILITY FOR ASSIGNMENT, LIEN, ETC.**

The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the ASSOCIATION for a prorata share of the ground rent upon the following described lands, to-wit: PARCEL R OF WESTWOOD COMMUNITY THREE, according to the plat thereof recorded in Plat Book 77, Page 46, of the Public Records of Broward County, Florida.

Said share to be payable in equal monthly installments by each IMPROVED LOT OWNER to the ASSOCIATION, pursuant to the terms of the lease for said land.

*Amended (By-Laws) 18Jan01 B: 33081 P: 240*

Any homeowner who does not pay the monthly fee by the 15th of the month in which it is due, will be charged \$25.00 per month for each month that the payment is delinquent.

Each LOT OWNER hereby agrees that the ASSOCIATION shall have a lien upon such

owner's LOT for the aforesaid prorate share of the ground rent until such share is paid, and that such lien, where the same remains unpaid for a period of thirty (30) days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property.

Said lien shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate often (10%) percent per annum from the date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the ASSOCIATION in perfecting and enforcing such lien, including reasonable attorney's fees and all costs of collection.

Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any institutional lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien.

Such lien may be foreclosed by suit brought by in the name of the ASSOCIATION in the same manner as a foreclosure of a mortgage on real property.

In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. The ASSOCIATION may also maintain a suit to recover a money judgment for unpaid assessments at the option of the ASSOCIATION without waiving the lien securing same.

#### **10. ASSOCIATION MEMBERSHIP**

Each LOT OWNER shall automatically become a member of the ASSOCIATION, and each LOT OWNER shall be entitled to one (1) vote to be cast through the LOT OWNERS. When more than one person holds an interest in any LOT, the vote for such LOT shall be cast by that person as they among themselves shall determine.

#### **11. IMPROVED LOT TO REMAIN SO CLASSIFIED**

Once a LOT has become an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any reason.

#### **12. ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be erected or maintained upon any parcel, nor shall any exterior addition, change, or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing by the ARCHITECTURAL COMMITTEE.

**Board Clarification:** *The process for an Architectural Review Board Application (ARB) is as follows: The homeowner will request, complete then submit the application form to the Management Company including the contractor information, licensing and insurance or state it is a homeowner DIY project. The description of the project must have details so the ARB can determine if the request is within the HOA restrictions. Permitting must be submitted at the time of ARB request and approved prior to the initiation of the project. The Management Company will submit the complete application to the Committee, for review. A majority must approve.*

No docks, seawalls, boat landings, mooring posts or boathouses or ladders may be constructed except with the express written approval of the ARCHITECTURAL COMMITTEE as to the design, size, style, plan of construction, location and contractor.

The ARCHITECTURAL COMMITTEE shall consist of three (3) members selected by the BOARD. Any person desiring approval of any plans and specifications shall submit the same to the ARCHITECTURAL COMMITTEE for review. Approval or disapproval by the

ARCHITECTURAL COMMITTEE shall only be evidenced by a written instrument executed by the ARCHITECTURAL COMMITTEE, provided however, that should the ARCHITECTURAL COMMITTEE fail to act upon any submission to it within twenty-one (21) days from the receipt thereof, such inaction shall be deemed approval of the submission. In the event that the ARCHITECTURAL COMMITTEE disapproves any proposed structure or exterior additional change or alteration, the ARCHITECTURAL COMMITTEE shall state with specificity the reasons for the disapproval. The ARCHITECTURAL COMMITTEE shall be permitted to employ aesthetic values in making its determination.

**Board Clarification:** *Any exterior change to the property must have an ARB approval. Solar Panels will not be accepted on any location besides the roof.*

### **13. ENFORCEMENT**

The ASSOCIATION shall have the right to enforce the provisions of this Consolidated and Restated Declaration and the governing documents of the ASSOCIATION, including any rules and regulations promulgated by the ASSOCIATION, as same may be amended from time to time. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the ASSOCIATION or by any LOT OWNER against the defaulting party.

The defaulting party shall pay any expense incurred in enforcing the provisions herein. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs incurred pre-litigation, at trial, and on appeal. This section does not deprive any person of any other available right or remedy. Failure by the ASSOCIATION or by any LOT OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to all other remedies, the ASSOCIATION may suspend, for a reasonable period of time, any or all rights of a LOT OWNER, and their tenants, guests or invitees, to use the common facilities. Further, the ASSOCIATION may suspend the voting rights of a LOT OWNER if such LOT OWNER is delinquent in the payment of assessments for more than ninety (90) days.

### **14. INVALIDITY CLAUSE.**

Invalidation of any one or more of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

### **15. EXISTENCE OF DURATION**

The foregoing covenants, restrictions and servitudes shall be construed as covenants, restrictions and servitudes running with the land encumbered hereby, and the same shall bind all persons claiming ownership or use of any portions of said lands.

Said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods often (10) years unless an instrument signed by the owners of a majority of the lots in said subdivision shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes.

### **16. CONVEYANCE**

Each and every conveyance of any LOT in the foregoing described land shall be made subject to the provisions of the foregoing covenants and restrictions at all times during the life of such covenants and restrictions, and every subsequent owner of any LOT shall be bound to comply with all the provisions hereof.

### **17. AMENDMENTS**

This Consolidated and Restated Declaration may be amended by approval of not less than two-thirds (2/3rds) of the voting interests of the entire membership in the ASSOCIATION at a duly noticed membership meeting at which a quorum is present. Membership approval at such meeting may be evidenced by a vote cast in person or by limited proxy. This Consolidated and Restated Declaration may also be amended with the written consent of two-thirds (2/3rds) of the membership in lieu of a meeting.

### **18. EXHIBITS**

In accordance with Florida Statutes Section 720.407, the legal description of each parcel that is subject to this Consolidated and Restated Declaration is contained in Exhibit "A" attached hereto and made a part hereof, which includes a further description by the folio

number, street address, and name of the record owner(s) of each parcel as of the date of this Consolidated and Restated Declaration. The Articles of Incorporation for the ASSOCIATION are contained in Exhibit "Attached hereto and made a part hereof. The Amended By-Laws of the ASSOCIATION and all amendments thereto are contained in Exhibit "Attached hereto and made a part hereof. The Plat and graphic description of the real property subject to this Consolidated and Restated Declaration is contained in Exhibit "Attached hereto and made a part hereof. (See full records in Broward Records Department for attachments)

**Board Clarification:** *Exhibits are found in the original document.*

## Westwood Community 3 By-Laws

Original 01MAY79 B: 9372 P: 601. Amendments Amended 29Feb96, 05JUL96 B:25093 P: 480

Final Amendment in Bold **26Mar04** B: 37177 P: 962 Ratified 26APR06 B: 41966 P:1702

### Article I

#### Identity

These are the by-laws of Westwood Community 3 Association Inc. made up of the homeowners of Section 21, Westwood Community Three Association herein called Association, a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of the State of Florida.

1. All records pertaining to the Administration of Westwood 3, shall be located at 9618 Westwood Dr, Tamarac, FL 33321, otherwise known as the Clubhouse.
2. The Fiscal Year of the Association shall be for twelve consecutive months beginning **January 1<sup>st</sup>** and ending **December 31<sup>st</sup>**.
3. The seal of the Corporation shall bear the name of the corporation, the word Florida, the words Corporation not-for-profit, and the year of incorporation, an impression of which is as follows:

### Article II

#### Members Meeting

1. Place: All meetings of the association membership shall be held at the clubhouse; located at 9618 Westwood drive, Tamarac, FL 33321 and is designated below.
2. The homeowners' meetings **may** be held quarterly in the months of March, June, September and December, at such time and date, located at 9618 Westwood Drive, has designated by the Board of Directors of the Association, when stated in a notice of meeting.
3. Notice of all quarterly members meetings stated at the time and place and the agenda for which the meeting is called shall be given by the president and vice president or secretary and will be listed in the monthly calendar unless waived in writing. Such notice or waiver shall be in writing to each member at his or her address as it appears on the books of the association and shall be notified not less than 10 days nor more than 20 days prior to the date of the meeting and shall be posted on clubhouse bulletin board. All on non-resident homeowners are required to notify the secretary of the Board of Directors by registered mail, return receipt requested, of their permanent or legal address.
4. Special members meetings shall be held whenever called by the president or vice president or by a majority of the Board of Directors. Such meeting must also be called by such officers upon a receipt of a written request of 35 eligible homeowners entitled to cast one vote per home and said meeting shall be held not less than 10 days nor more than 30 days after receipt of this request and also posted on the clubhouse bulletin board.
5. Quorum:
  - a) Shall consist of a minimum of **50** eligible homeowners physically present or present by proxy. One vote per property homeowner located within the association.
  - b) The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of the total membership present plus proxies, shall constitute a

majority vote for any action except as otherwise provided in the articles of incorporation, the declaration of restrictions or by these by-laws. If, however, such Quorum shall not be present or represented at any meeting, then members entitled to vote there shall have power to adjourn the meeting from such time to such time, without notice other than announcement at the meeting, until a quorum as aforesaid said shall be present or be represented. The acts approved by a majority of the votes present at a meeting at which the quorum is present shall constitute the acts of the members, except where approval by a greater number is required by the declaration of restrictions, the articles of incorporation or the by-laws.

6. Proxies:

- a. All members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the person authorized to execute the proxy. A proxy is effective for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from such time to such time, and automatically expires ninety days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it.
- b. Proxies must be mailed to non-resident homeowners 20 days before said meeting, provided the nonresident homeowners supplied the secretary of the Board of Directors with his or her address in accordance with paragraph three above. All proxies from nonresident homeowners must be received by the secretary of the Board of Directors no later than three days before the appointed meeting. Resident homeowners may obtain proxies from the secretary of the Board of Directors at any time. These proxies however, when completed must be presented to the secretary prior to the meeting or given to the person authorized to vote on behalf of the one initiating the proxy.

7. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not been retained, the members who are present either in person or by proxy may, adjourn the meeting from such time to such time, until a quorum is present.

8. The order of business at quarterly meetings and as far as practical at all other members meetings shall be:

- A. Sign in at door for registration.
- B. Certifying of proxies by verification of postmarks where appropriate.
- C. Proof of notice of meeting or waiver of the notice
- D. A reading and disposal of any previous minutes.
- E. Report of treasurer.
- F. Report of officers.
- G. Report of committees.
- H. Unfinished business.
- I. New business.
- J. Good and welfare.
- K. Adjournment

## Articles III

### Directors

1. Membership: The affairs of the association shall be managed by a board of nine directors six of whom shall be officers and three directors.
2. Election of the Board of Directors shall be conducted in the following manner:
  - A. Election of directors shall be **by the end of the third week in January**. The newly elected directors shall assume their duties as of **February 1**.
  - B. A nominating committee of six members shall be appointed at the December **quarterly members** meeting by the presiding officer or president. That meeting shall **nominate a slate of nine members of the association to be candidates for the Board of Directors**. The slate is to be presented at the **December quarterly members meeting**. Nominations **for additional candidates may be** made from the floor at **the January election meeting**. No member of the nominating committee can hold any elected office for the year of which the slate has been presented unless a vacancy should occur during the year.
  - C. All homeowners are eligible to be nominated to the Board of Directors and hold office in Westwood Three Association, however the president of the social and civic club may not concurrently be president of Westwood Three Association. No husband and wife may hold office on the same the board of Westwood Three Association at the same time.
  - D. The election shall be held by closed ballot, unless dispensed by unanimous consent, and by plurality of the votes cast, each person voting been entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be only one homeowner vote per home. Upon request made to the secretary, absentee ballots will be sent to any eligible homeowner who cannot be present at **the time of the election**.
  - E. Upon the existence of vacancy of the Board of Directors **the majority of the Board of Directors may appoint** an interim member **to fill the position for the rest of the term**.
3. The term of each officers or directors service shall be extended until the next annual meeting of the members and thereafter until a successor is duly elected or until he or she is removed in the manner elsewhere provided.
4. An organization or transitional meeting of the newly elected directors, along with the outgoing Board of Directors shall be held within 15 days of their election, at such time and place shall be determined by the **newly elected directors, at the meeting at which they were elected**.
5. Regular meetings of the Board of Directors must be held once a month and place, date and time shall be determined by the board, posted on the clubhouse bulletin board. Any homeowner is permitted to be present at any board meeting, however, without voice or vote in the proceedings.
6. Special meetings: the directors may be called by the president and must be called by the secretary at their written request of 1/3 of the directors.
7. A quorum at director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute that acts of the Board of Directors, except where approval by a greater number of

directors is required by a declaration of restrictions, the articles of incorporation, or these By-Laws.

8. ADJOURNED meetings: if at any meeting of the Board of Directors there are less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any reconvened meeting are any business which might have been transacted at the meeting as originally called may be transacted without further notice.
9. The presiding officer of the directors meeting shall be the chairman of the board, if such an officer has been elected. If none has not been elected, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
10. Removal of directors: at any time after the first quarterly meeting of the membership, at any duly convened regular or special meeting, any one or more of the directors may be removed, with cause, by the affirmative vote of the voting membership casting a single majority vote present at said meeting. A successor may then be elected to fill the vacancy this has created. Cause must be determined prior to the meeting by a grievance committee set up by the president of the board. The result of the grievance committee findings shall be presented to the board and the controversial director given the opportunity to review the charges, resign, or take to an open meeting for a vote by the homeowners.
11. Disqualification and resignation of directors: any director may resign at any time by sending a written notice of such resignation to the office of the corporation delivered to the secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the organizational meeting of the newly elected Board of Directors proceeding that first quarterly meeting of the members of the association, four consecutive absences from four consecutive regular monthly meetings of the Board of Directors shall automatically constitute a resignation. Commencing with the director's elected at such first quarterly meeting of the membership the transfer of title of his or her home by a director shall automatically constitute a resignation.
12. The order of business at regular director's meetings shall be:
  - A. Calling of the role.
  - B. Reading and disposal of any previous minutes.
  - C. Reports of officers and committees.
  - D. Unfinished business.
  - E. New business.
  - F. Adjournment
13. Directors Expenditures: no director shall receive compensation for any service that he or she may render to of the association, however Any director may be reimbursed for actual expenses incurred in the performance of his or her duties, if approved by the majority of the board. In the performance of their duties and responsibilities, the president and or first vice president in charge of maintenance shall be permitted to authorize cumulative expenditures not to exceed \$250 within one month without the approval of the board. The whole or any part thereof of this sum may not be used as a partial payment.



14. Powers and Duties: The Board of Directors of the association shall have the power and duties necessary for the administration of the affairs of the association and may do all such acts and things as are not by law or by the declaration of restrictions, this association into articles of incorporation, or the By-Laws, directed to be exercised and done by homeowners. These powers shall specifically include, but shall not be limited to the following:
- A. To exercise all powers specifically set forth in the declaration of restrictions this association's articles of incorporation, these By-Laws, an all powers incidental thereto.
  - B. Two employ, dismiss, and control the personal necessary for the maintenance and operation of the recreational areas and facilities, including the right and power to employ contractors as the need arises to repair.
  - C. To make and amend regulations respecting the operation and use of the recreational area and facilities, subject to the provisions of the long-term lease recorded in the public records of Broward County, Florida.
  - D. A standing grievance committee for the homeowners shall be appointed by the president and shall consist of no less than three members, **who are not officers, directors or employees of the association, or the spouse, parent, child, brother or sister of an officer, director or employee of the association.** Grievances must be in writing to the committee and reported to the board by the chairman if the grievance cannot be resolved by the committee.

#### **Article IV**

##### *Duties of the Board*

1. The president shall be the chief executive officer of the association. He or she shall have all the powers and duties which are usually vested in the office of president of an association, included, but not limited to, the power to appoint committees from among the members, from time to time which he or she may in his or her discretion determine appropriate. Assist in the conduct of the affairs of the association and at the termination of his or her tenure, the intermediate past president shall be an ex-officio member of the Board of Directors with no vote, except in the event of a tie.
  - a. The president **may** keep the homeowners informed by means of "The Informer" or any succeeding publication. **Any publication produced by the association may be disseminated to the homeowners electronically, if available.**
2. **The first vice president shall in the absence or disability of the president, exercise powers and performs the duties of the president. He or she shall be the civic officer of the association as well as generally assist the president.**
3. The second and vice president shall in the absence of the president and first vice president, exercise that powers and performs duties of the president. He or she shall be in charge of the pool maintenance and clubhouse maintenance and shall generally assist the president.
4. The secretary shall keep the minutes of all proceedings of the directors and the members. He or she shall attend to the giving and serving of all notices to the members and directors, and other notices as required by law. He or she shall have custody of the seal of the association and affix the same to instruments requiring a seal when Duley signed. He or she shall keep the records of the association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of the association and as maybe required by the director or the president.

5. The Treasurer shall have custody of all property of the association, including funds, securities and evidence of indebtedness. He or She shall keep the books of the association in accordance with good accounting practices and he or she shall perform all other duties incident to the office of treasurer.
6. The financial secretary shall be responsible for ensuring that monthly payments and assessments due to the association by homeowners are collected and properly credited and shall maintain records of such collections.
7. No person shall hold more than one office.
8. That president shall delegate and assign of following duties and responsibilities to the remaining three directors:
  - a. Care of the pool in its maintenance.
  - b. Care and maintenance of the outside recreation area including the chairs tables and gazebo.
  - c. Care and maintenance of the shuttle board and bocce courts.
  - d. In charge of and responsible for the registrars and chair setup for general and special meetings.
  - e. Welcoming committee for new homeowners, issuing a By-Laws and acquainting them with deed restrictions, if the need arises.
  - f. No officer or director shall make any commitment without the approval of the board.
9. There shall be no compensation to any officers, members of the board, or residents working with the association, unless the homeowner is actively engaged in a profession or occupation that is needed by the community.
10. The books and records shall be examined once a year, in March and reported at the June homeowners meeting by a team of two, competent homeowners. The board of director shall appoint these two people. They cannot be directors or officers of the Board of Directors and they are to serve without compensation. If at any time a paid outside audit is required, a vote of approval by the homeowner shall be required.

**11. Maintenance by the Association:**

- a. **Board Improved Maintenance: The Board of Directors has the obligation to maintain, repair or replace all portions of the Association property, unless otherwise stated in the Association's governing documents. The following items, but not limited to said items, may be approved by the Board without membership approval; landscaping maintenance or replacement; painting of the recreational facilities; lighting maintenance, repair or replacement and maintenance, repair or replacement of pool equipment.**
- b. **Membership Approved Maintenance: The Board of Directors may, after obtaining the approval of a majority of the members present, in person or by proxy, at a specially held members meeting, at which a quorum has been attained, expend Association funds to improve the association property by building new structures or facilities and/or replacing old structures or facilities.**

## Article V

### Indemnification

1. Every officer and every director of the corporation shall be indemnified by the corporation against all expenses and liabilities, including legal fees reasonably incurred or imposed upon him or her in connection with any proceedings to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been an officer, or director at the time such expenses are incurred, except in such cases where the officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his or her duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the corporation.
2. The foregoing right of indemnification and shall be in addition to the exclusive of all other rights to which such officer or director may be entitled.

## Article VI

1. The Board of Directors of the association shall fix and determine at the beginning of each fiscal year the budget of expenses and present to homeowners at the march meeting. The expenses shall not exceed the budget set up by **the treasurer** without receiving the consent of the majority of homeowners attending a special meeting. The agenda for the special meeting shall be held for the expressed purpose of accepting or rejecting any additional expense above the existing budget. The budget shall include expenses for the operation, maintenance, repair or replacement of the recreational facilities, cost of carrying out that powers and duties of the association, all insurance premiums to and expenses relating thereto, including fire insurance and extended coverage, expenses under a long-term lease, including the recreational lease, payments and taxes and any other expenses designated under the provisions of the declaration of restrictions to which the By-Laws are attached, in the long-term lease recorded in the public record of Broward County, Florida. The budget shall not include any items for capital improvements. The board of directors is specifically empowered, on behalf of the association to make and collect assessments, and to lease from lessor, maintain and repair the recreational facilities subject, however, to use the provisions of the long-term lease, funds for the payment of the expenses shall be accessed against the homeowners as provided in the declaration of restrictions. Said assessments shall be payable monthly and shall be due the first day of each month, unless otherwise ordered by the Board of Directors. Special assessments should such be required by the Board of Directors, shall be levied in this same manner as herein before provided for regular assessments and shall be payable in the manner determined by the Board of Directors.
2. When the Board of Directors has determined the amount of assessment with the approval of the homeowners, the financial secretary of the association shall mail or present to each homeowner a statement of said homeowners' assessment. All assessments shall be payable to the treasurer or the association and, upon request, said treasurer shall give a receipt for each payment made to him or her. Any assessment which are not paid when due shall be delinquent if the assessment is not paid within 30 days after the due date. The assessment shall bear interest from the due date of delinquency, at 10 percent per annum, and the association will bring an action of law against the owner personally obligated to pay this same or foreclose the Lien against the property, and interest cost including reasonable attorneys' fees of any such

action shall be added to the amount of such as estimated. No owner may waive or otherwise escape liability for the assessment provided for herein, by non-use of facilities or services provided or abandonment of his or her home.

3. Any homeowner who does not pay the monthly fee by the 25th of the month in which it is due will be charged \$10.00 per month for each month that payment is delinquent.

## **Article VII**

### Parliamentary Rules

Roberts rules of order shall govern the conduct of the association meeting was when not in conflict with the declaration of restrictions, articles of incorporation and these By-Laws.

## **Article VIII**

### Amendments

1. These By-Laws may be amended in the following manner:
  - a) A resolution adopting a proposed amendment must be proposed in writing to the Secretary and signed by at least 15 eligible voting homeowners. Directors and members not present in person at the meeting considering the amendment may express their approval or disapproval in writing, provided such an approval or disapproval is delivered to the secretary, at or prior to the meeting. These By-Laws may be amended at regular or special meetings of members, by a vote of a majority of Quorum of eligible voting members present in person or proxy. No amendment shall discriminate against any homeowner nor against any homeowner nor against any home unless the homeowners so affected shall consent. No amendment shall be made which is in conflict with the declaration of restrictions or the articles of incorporation.
  - b) Notice of subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is considered.
  - c) A copy of each amendment shall be attached to a certificate clarifying that the amendment was duly adopted as an amendment of the Westwood community three association, incorporated, By-Laws, which certificate shall be executed by the officers of the association with the formalities of a deed.
  - d) All future on amendments shall be conducted in the same manner as the proposal of the current changes in By-Laws to, via advanced copies to every homeowner at least 10 days prior to any meeting to be voted on.

## **Article IX**

### Rules and Regulations

1. The Board of Directors may from time to time adopt or amend previous administrative rules and regulations governing that details of the operation, use, maintenance, management, and control of the recreational facilities or services made available to the homeowners. A copy of the rules

and regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place.

2. The use of the recreation area and facilities under the long-term release shall at all times be subject to certain rules and regulations as the directors may establish from time to time. Said recreation area and facilities shall only be used by homeowners, their guests and those persons permitted by the directors, subject to the rules and regulations of for said facilities. All children in diapers or training pants are not permitted in the swimming pool. All children under the age of 12, must be accompanied by a reasonable adult to the recreation area and facilities. No pets are permitted at the pool or in the clubhouse area and grounds. Any damage to equipment or the premises that is caused by a homeowner, family, servants, guests, etc., shall be paid for by the homeowner responsible therefore, and that the cost thereof shall be a charge and lien upon the homeowners' parcel as a special assessment. The foregoing provisions are further subject to the approval of the association and said association shall have the paramount right, should the association desire, to establish rules and regulations for use of the recreation area and facilities, and to determine who may use said facilities, and under what circumstances and conditions.
3. In the event of conflict between the By-Laws, the rules and regulations adopted from time to time amend, and the declaration of restrictions, the declaration of restrictions shall prevail over said By-Laws and regulators.