

## Document Cover Page

**Title of Document:**

**CONSOLIDATED AND RESTATED DECLARATION OF  
RESTRICTIONS FOR WESTWOOD COMMUNITY THREE  
ASSOCIATION, INC.**

*This instrument prepared by  
and to be Returned to:*

**DAVID A. KUPPERMAN, ESQ.  
KATZMAN & KORR, P.A.  
1501 NW 49<sup>th</sup> Street, Suite 202  
Fort Lauderdale, Florida 33309  
(954) 486-7774**

(64)

**CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS FOR  
WESTWOOD COMMUNITY THREE ASSOCIATION, INC.**

THIS DECLARATION is made and dated this 26<sup>th</sup> 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 of Broward 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 of Broward 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,

WHEREAS, 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 terms 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:

(a) "ARCHITECTURAL COMMITTEE" means the Architectural Committee described in paragraph 11 hereof.

(b) "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 of the Lot Owners in the Subdivision described herein.

(c) "BOARD" means the Board of Directors of the ASSOCIATION.

(d) "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 of Broward County, Florida.

(e) "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.

(f) "LOT OWNER" means the holder or holders of the fee simple title to a LOT as herein defined.

(g) "IMPROVED LOT OWNER" means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.

(h) "PERSON" means a person, firm, association or corporation.

(i) "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.

(j) The use of any gender is deemed to include all genders; the use of the plural includes the singular.

(k) "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 may be 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. 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. 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. 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.

3. NO TRADE, BUSINESS OR PROFESSION, ETC.: 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.

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

All front yard areas of 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. Corner 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. 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. 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 minutes 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. 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. 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 be in compliance with the rules and regulations established by the ASSOCIATION. 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 one ton is strictly prohibited upon any lot or roadway within the community. Further, there may be no overnight parking of vehicles of any kind upon the recreation property or on a roadway used for vehicular traffic. 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.

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 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 LOT 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 charges made by the ASSOCIATION for the services rendered by it, as a common expense, payable in advance.

6. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the subdivision has been designed primarily for the comfort, convenience and accommodation as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older, no LOT shall, at any time, be permanently occupied by children below the age of eighteen (18) years of age, except that children below the age of eighteen (18) may be permitted to visit and temporarily reside as guest for a period not in excess of thirty (30) consecutive days and for a maximum cumulative period of ninety (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 fifty-five (55) to permanently reside in the community providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than eighty percent (80%) of the LOTS in the community having less than one

resident who is fifty-five (55) years of age or older, it being the intent that at least eighty percent (80%) of the LOTS shall at all times have at least one resident who is fifty-five (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 and absolute authority to deny the occupancy of a LOT by any person(s) 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 (2) unrelated persons, or a husband and wife and no more than two (2) additional persons related by blood, marriage or adoption, and who meet 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.

7. MAINTENANCE OF PREMISES. In order to maintain the standards of the subdivisions, 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. 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 of ten (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 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 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, 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 of ten (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. Each LOT OWNER hereby agrees that the ASSOCIATION shall have a lien upon such owner's LOT for the aforesaid prorata 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 of ten (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. 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.

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 of ten (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 the 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 "B" attached hereto and made a part hereof. The Amended By-Laws of the ASSOCIATION and all amendments thereto are contained in Exhibit "C" 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 "D" attached hereto and made a part hereof.

IN WITNESS WHEREOF, WESTWOOD COMMUNITY THREE ASSOCIATION, INC., has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal affixed this 26<sup>th</sup> day of April, 2006.

WESTWOOD COMMUNITY THREE ASSOCIATION, INC.

By: Vincent Sciabica  
President

Attest: Lori Collazo  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, PERSONALLY APPEARED before me the undersigned authority, Vincent Sciabica and Lori Collazo, President and Secretary respectively of WESTWOOD COMMUNITY THREE ASSOCIATION, INC., who are personally known to me or have produced a Florida Drivers License as identification and who did take an oath and, after being duly cautioned and sworn, deposes and says that he/she has freely and voluntarily executed the foregoing Restated Declaration of Restrictions and that he/she has set his/her hand and seal thereto.

SWORN TO AND SUBSCRIBED before me this 26<sup>th</sup> day of April, 2006.

Veronica Taveras  
Notary Public, State of Florida at Large

My Commission Expires:  
My Commission Number:



## EXHIBIT A TO

CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS  
FOR WESTWOOD COMMUNITY THREE ASSOCIATION, INC.

## LIST OF RECORD PROPERTY OWNERS (PER RECORDS OF BROWARD COUNTY PROPERTY APPRAISER)

Folio Number		Owner Name	Property Address	Lot and Block
494105030010		SAYERS,DAVE 1/2 INT SAYERS,MICHELLE	9912 WESTWOOD DR	Lot 1 Block 294
494105030020		CARRION,JOSEPH A & GLADYS	9910 WESTWOOD DR	Lot 2 Block 294
494105030030		LOCKHART,SYLVESTER	9908 WESTWOOD DR	Lot 3 Block 294
494105030040		LOPEZ,CARLOS & BEATRIZ	9906 WESTWOOD DR	Lot 4 Block 294
494105030050		ARANGO,LUZ STELLA & POSADA,JORGE	9904 WESTWOOD DR	Lot 5 Block 294
494105030060		CARR,JANICE C	9902 WESTWOOD DR	Lot 6 Block 294
494105030070		MULLER,DIAN E	9900 WESTWOOD DR	Lot 7 Block 294
494105030080		MINKIN,EDWARD TR	9901 NW 71 ST	Lot 8 Block 294
494105030090		FORMAN,HELENE G LE FORMAN,BRUCE H	9903 NW 71 ST	Lot 9 Block 294
494105030100		LUUS,BOBBY	9905 NW 71 ST	Lot 10 Block 294
494105030110		TOTFALUSI,JENNIFER	9907 NW 71 ST	Lot 11 Block 294
494105030120		KLEVENS,MICHAEL	9909 NW 71 ST	Lot 12 Block 294
494105030130		HEDLESTON,JOSEPH D	7013 NW 99 WAY	Lot 13 Block 294
494105030140		GATTE,GRACE QUINN TR GRACE QUINN GATTE REVOC TRUST	7011 NW 99 WAY	Lot 14 Block 294
494105030150		BORDA,FERNANDO M & CANDY S	7009 NW 99 WAY	Lot 15 Block 294
494105030160		CROSSMAN,CLAYTON T 1/2 INT DIAZ,GLORIA E	7007 NW 99 WAY	Lot 16 Block 294
494105030170		LUBITZ,MAX & JOSEPHINE	7005 NW 99 WAY	Lot 17 Block 294
494105030180		FROMM,JEFF	7003 NW 99 WAY	Lot 18 Block 294
494105030190		MENDILLO,JAMES J & EMMA SUE	7001 NW 99 WAY	Lot 19 Block 294
494105030200		BOCHENEK,RICHARD J	9910 NW 70 ST	Lot 20 Block 294
494105030210		DELAPAZ,GAZEBA	9908 NW 70 ST	Lot 21 Block 294
494105030220		RIGGINS,THOMAS H JR 1/2 INT RIGGINS,BETTY J	9906 NW 70 ST	Lot 22 Block 294
494105030230		WHITING,DANNY	9904 NW 70 ST	Lot 23 Block 294
494105030240		CAMPS,RENE & OFELIA	9902 NW 70 ST	Lot 24 Block 294
494105030250		WOLF,LEON M REV LIV TR LE	9900 NW 70 ST	Lot 25 Block 294
494105030260		LAWLER,FRANCIS T & O V REV TR	7000 NW 99 AVE	Lot 26 Block 294

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494105030270	SPELEERS,ALBINA	7002 NW 99 AVE	Lot 27 Block 294
494105030280	COE,DEREK R & TAMMI D	7004 NW 99 AVE	Lot 28 Block 294
494105030290	KREIDER,JOHN E	7006 NW 99 AVE	Lot 29 Block 294
494105030300	LLICITRA,ROSARIO & LLICITRA,BARBARA	7008 NW 99 AVE	Lot 30 Block 294
494105030310	COOKISH,CAROL A	7010 NW 99 AVE	Lot 31 Block 294
494105030320	MAZZOLA,MARIANNE V	7012 NW 99 AVE	Lot 32 Block 294
494105030330	WARE,JOYCE	7014 NW 99 AVE	Lot 33 Block 294
494105030340	BUDNICK,TAMARA	7100 NW 99 AVE	Lot 34 Block 294
494105030350	MORVILLO,KELLIE M & RALPH J	7102 NW 99 AVE	Lot 35 Block 294
494105030360	RIBOT,JORGE	7104 NW 99 AVE	Lot 36 Block 294
494105030370	ZIEMKOWSKI,ADRIAN & ZIEMKOWSKI,KAREN	7105 NW 98 TER	Lot 37 Block 294
494105030380	MAREK,JAMES E	7103 NW 98 TER	Lot 38 Block 294
494105030390	HOBSON,WILLIAM & HOBSON,JO ANNE E	7101 NW 98 TER	Lot 39 Block 294
494105030400	COLLAZO,WILLIAM JR & LORI	7015 NW 98 TER	Lot 40 Block 294
494105030410	WELLS,PAUL W & WELLS,LYNNE B	7013 NW 98 TER	Lot 41 Block 294
494105030420	MENESES,LESBIA B	7011 NW 98 TER	Lot 42 Block 294
494105030430	COOPER,LAWRENCE H	7009 NW 98 TER	Lot 43 Block 294
494105030440	MACLELLAN,JOAN P	7007 NW 98 TER	Lot 44 Block 294
494105030450	TAFUR,CHRISTINA	7005 NW 98 TER	Lot 45 Block 294
494105030460	ABRAMS,DENNIS J FERRARA,CHRISTINA A	7003 NW 98 TER	Lot 46 Block 294
494105030470	MCINTYRE,CHRISTOPHER S	7001 NW 98 TER	Lot 47 Block 294
494105030480	ROSEN,EVAN 1/2 INT EA CASHDOLLAR,DANIELLE	9810 NW 70 ST	Lot 48 Block 294
494105030490	KAHAN,ARIEL GUSTAVO & ANA S	9808 NW 70 ST	Lot 49 Block 294
494105030500	SWAB,DONALD & SWAB,JENNIFER	9806 NW 70 ST	Lot 50 Block 294
494105030510	RUIZ,MARK A SR & IVETTE	9804 NW 70 ST	Lot 51 Block 294
494105030520	CHAVEZ,RAMON E & DE CHAVEZ,CARMEN	9802 NW 70 ST	Lot 52 Block 294
494105030530	O'NEILL,ROBERT R & LIGIA M	9800 NW 70 ST	Lot 53 Block 294
494105030540	DOWELL,KENT & DOWELL,LAVERN	9708 NW 70 ST	Lot 54 Block 294
494105030550	SCIORTINO,JOSEPH & HELEN	9706 NW 70 ST	Lot 55 Block 294
494105030560	DAUBER,PEARL	9704 NW 70 ST	Lot 56 Block 294
494105030570	ELFERS,WARREN & ELFERS,KARA	9702 NW 70 ST	Lot 57 Block 294
494105030580	PAYAN,ROSA M TR	9700 NW 70 ST	Lot 58 Block 294
494105030590	HUFFMAN,ROBERT P 1/2 INT HUFFMAN,ARLINE	7000 NW 97 AVE	Lot 59 Block 294
494105030600	VAN BODEGON,MARY J	7002 NW 97 AVE	Lot 60 Block 294
494105030610	MEDINA,ELIZABETH A	7004 NW 97 AVE	Lot 61 Block 294

494105030620	SPIWAK,SCOT K & SPIWAK,ISABEL R	7006 NW 97 AVE	Lot 62 Block 294
494105030630	MARCELLE,MAMITA	7008 NW 97 AVE	Lot 63 Block 294
494105030640	MAUNEY,DANIEL & GAIL	7010 NW 97 AVE	Lot 64 Block 294
494105030650	SCARRY,JOHN J & DINORAH	7012 NW 97 AVE	Lot 65 Block 294
494105030660	SMITH,IRENE LE LEVINE,JANET & RACHLIN,RENEE	7014 NW 97 AVE	Lot 66 Block 294
494105030670	RYAN,ED & HERMELO,JESSICA	9904 NW 71 ST	Lot 1 Block 295
494105030680	OLMOS,ALBA	9902 NW 71 ST	Lot 2 Block 295
494105030690	GALLIHER,JAMES & SHARON	9900 NW 71 ST	Lot 3 Block 295
494105030700	OSUNA WILLIAM & LYDIA RIVERA	7009 NW 99 AVE	Lot 4 Block 295
494105030710	SWATT,MARCI REV TR	7007 NW 99 AVE	Lot 5 Block 295
494105030720	DEFOUR,BEVERLY	7005 NW 99 AVE	Lot 6 Block 295
494105030730	ZUCKER,GERALD & HARRIET	7003 NW 99 AVE	Lot 7 Block 295
494105030740	ROSARIO,LORENA	7001 NW 99 AVE	Lot 8 Block 295
494105030750	RAIMONDO,HOWARD R REV TR	7000 NW 99 WAY	Lot 9 Block 295
494105030760	TOKAY,KENNETH & TOKAY,SANDRA	7002 NW 99 WAY	Lot 10 Block 295
494105030770	SAUNDERS,ANDREW	7004 NW 99 WAY	Lot 11 Block 295
494105030780	HALAVA,CARMIT	6547 NW 99 AVE	Lot 12 Block 295
494105030790	ARCE,EDGAR D & ANA C	7008 NW 99 WAY	Lot 13 Block 295
494105030800	STRUNCK,MICHAEL FAM TR SINGER,RUTH TRSTEE	9806 WESTWOOD DR	Lot 1 Block 296
494105030810	GORIN,ABRAHAM & TERESA	9804 WESTWOOD DR	Lot 2 Block 296
494105030820	HUTCHINSON,ROSE LE TOKAY,FRANCIS W &	9802 WESTWOOD DR	Lot 3 Block 296
494105030830	GAJEWSKI,JOAN	9800 WESTWOOD DR	Lot 4 Block 296
494105030840	PINEIRO,ALFREDO & PINEIRO,ELBA	9704 WESTWOOD DR	Lot 5 Block 296
494105030850	GODEK,ALFREDO E & GODEK,LINDA	7105 NW 97 AVE	Lot 6 Block 296
494105030860	LYN,ROBERT DANIEL	7103 NW 97 AVE	Lot 7 Block 296
494105030870	THOMAS,CLOVIS O	7101 NW 97 AVE	Lot 8 Block 296
494105030880	RIVERS,JAMES B & RIVERS,CHRISTINE	9703 NW 71 ST	Lot 9 Block 296
494105030890	NESSIKIAN,F J & RUHAMA J	9705 NW 71 ST	Lot 10 Block 296
494105030900	WALKES,MARY L	9801 NW 71 ST	Lot 11 Block 296
494105030910	MOLINA,ROY & NOVA CHRISTINE	9803 NW 71 ST	Lot 12 Block 296
494105030920	CUZZO,VINCENT & CUZZO,JOANN M	9805 NW 71 ST	Lot 13 Block 296
494105030930	RYAN,EDWARD 1/2 INT HERMELO,JESSICA	9807 NW 71 ST	Lot 14 Block 296
494105030940	BERRIOS,OTILIO & RITA 1/2 INT BERRIOS,NORMA	9808 NW 71 ST	Lot 1 Block 297
494105030950	KLEINRICHERT,CECILIA A REV TR	9806 NW 71 ST	Lot 2 Block 297
494105030960	STRATTON,JAMES & ELIZABETH	9804 NW 71 ST	Lot 3 Block 297

494105030970	BOVIN,GARY & WENDY	9802 NW 71 ST	Lot 4 Block 297
494105030980	HARPER,GEORGE & MICHELLE P	9800 NW 71 ST	Lot 5 Block 297
494105030990	GROSS,IRA	9706 NW 71 ST	Lot 6 Block 297
494105031000	SCHRAGER,AARON	9704 NW 71 ST	Lot 7 Block 297
494105031010	WILSON,SANDRA A LIV TR	7013 NW 97 AVE	Lot 8 Block 297
494105031020	BELLO,JOHN & ROSEMARY J	7011 NW 97 AVE	Lot 9 Block 297
494105031030	HOWE,JOHN B JR	7009 NW 97 AVE	Lot 10 Block 297
494105031040	MERCADO,JOSE A & GARCIA,JANET	9703 NW 70 CT	Lot 11 Block 297
494105031050	GORDILS,ALFREDO & STACY	9705 NW 70 CT	Lot 12 Block 297
494105031060	NAVA,VICTOR JR	9801 NW 70 CT	Lot 13 Block 297
494105031070	LONG,REBECCA	9803 NW 70 CT	Lot 14 Block 297
494105031080	FLEISCHER,EMERY LE TAMEN,JOAN & FLEISCHER,N	9805 NW 70 CT	Lot 15 Block 297
494105031090	PALACIO,DORA	9807 NW 70 CT	Lot 16 Block 297
494105031100	HOYOS,LUIS F & VICKI R	9809 NW 70 CT	Lot 17 Block 297
494105031110	OKOREN,TRACY A	9808 NW 70 CT	Lot 1 Block 298
494105031120	TRIVINO,MANUEL ALEXANDER	9806 NW 70 CT	Lot 2 Block 298
494105031130	MAY,H & ZELDA	9804 NW 70 CT	Lot 3 Block 298
494105031140	ROSS,JEANETTE M & ZARDUS,HEATHER A	9802 NW 70 CT	Lot 4 Block 298
494105031150	CASOLARI,LINDA P 1/2 INT CASOLARI,SALVATORE J	9800 NW 70 CT	Lot 5 Block 298
494105031160	KABOT,ADAM	9706 NW 70 CT	Lot 6 Block 298
494105031170	DARLING,STEPHEN B	9704 NW 70 CT	Lot 7 Block 298
494105031180	LACOGNATA,SALVATORE 1/2 INT MIRABILE,JOANNE	9702 NW 70 CT	Lot 8 Block 298
494105031190	CICCARONE,GERALD J SR & MOLLIE	9700 NW 70 CT	Lot 9 Block 298
494105031200	WYMAN,LORHN & ROBERTA	9701 NW 70 ST	Lot 10 Block 298
494105031210	ROBINSON,ROSEMARY D	9703 NW 70 ST	Lot 11 Block 298
494105031220	VALERIO,QUINTINO & CECILIA DEL C	9705 NW 70 ST	Lot 12 Block 298
494105031230	KELLY,JOAN P	9707 NW 70 ST	Lot 13 Block 298
494105031240	ASKIN,PAUL C 1/2 INT EA KEIL,KARI	9801 NW 70 ST	Lot 14 Block 298
494105031250	MAZZOLA,JOSEPH JR & ROBERTS,CYNTHIA SUZANNE	9803 NW 70 ST	Lot 15 Block 298
494105031260	CRAIG,STARLA	9805 NW 70 ST	Lot 16 Block 298
494105031270	PULICE,V & ANITA 1/2 INT CONTE,ARLENE G	9807 NW 70 ST	Lot 17 Block 298
494105031280	COVIAN,ENRIQUE & CECILIA	9809 NW 70 ST	Lot 18 Block 298
494105031290	ARDENTE,VINCENT A JR	9605 NW 74 CT	Lot 1 Block 299
494105031300	ELIAS,ALLEN & MOLLIE	9603 NW 74 CT	Lot 2 Block 299
494105031310	SINCLAIR,HOLLY	9601 NW 74 CT	Lot 3 Block 299

494105031320	SCHMIDT,KRITI A	9507 NW 74 CT	Lot 4 Block 299
494105031330	NAMIA,SALVATORE & CONSOLOTA	9505 NW 74 CT	Lot 5 Block 299
494105031340	MARRERO,CARLOS & MARRERO,TERESA	9503 NW 74 CT	Lot 6 Block 299
494105031350	WATT,MARGARET	9501 NW 74 CT	Lot 7 Block 299
494105031360	COLOZZO,CATHERINE	9419 NW 74 CT	Lot 8 Block 299
494105031370	LANDRESS,JARED & LANDRESS,BETH	9417 NW 74 CT	Lot 9 Block 299
494105031380	TOURS,WILLIAM & LENORE	9415 NW 74 PL	Lot 10 Block 299
494105031390	GETZOFF,HENRY G RES TR	9413 NW 74 PL	Lot 11 Block 299
494105031400	O'NEIL,DOLORES	9411 NW 74 PL	Lot 12 Block 299
494105031410	SIMON,BARRY G LE & REV LIV TR & SIMON,AUDREY N LE & REV LIV TR	9409 NW 74 PL	Lot 13 Block 299
494105031420	BROWN,J & DAYLEEN	9407 NW 74 PL	Lot 14 Block 299
494105031430	GLASS,PATRICK R	9405 NW 74 PL	Lot 15 Block 299
494105031440	GUREWITZ,PAUL L	9403 NW 74 PL	Lot 16 Block 299
494105031450	DAVIS,SHIRLEY TR DAVIS,CARL TR	7410 NW 94 AVE	Lot 17 Block 299
494105031460	DI DOMENICO,JAMES VINCENT	7408 NW 94 AVE	Lot 18 Block 299
494105031470	GARFIELD,DORIS M	7406 NW 94 AVE	Lot 19 Block 299
494105031480	CUTSHALL,MARLYN R & A JOAN	7404 NW 94 AVE	Lot 20 Block 299
494105031490	ROGERS,SYLVIA	7402 NW 94 AVE	Lot 21 Block 299
494105031500	SALTZMAN,AL & MILDRED TR	7400 NW 94 AVE	Lot 22 Block 299
494105031510	NOBLE,LUCILLE TR	7314 NW 94 AVE	Lot 23 Block 299
494105031520	GRUPKA,RICHARD S & JOAN L	7312 NW 94 AVE	Lot 24 Block 299
494105031530	MERTZ,JOHN F & ANN V	7310 NW 94 AVE	Lot 25 Block 299
494105031540	HILDERBRAND,MARK	7308 NW 94 AVE	Lot 26 Block 299
494105031550	HUGHES,GERALD M 1/2 INT EA RUDGES-HUGHES,ROSEMARIE	7306 NW 94 AVE	Lot 27 Block 299
494105031560	BRUCK,ELIAS & JOSPHINE P	9400 NW 74 ST	Lot 28 Block 299
494105031570	SARDELLA,A J REV TRUST	9402 NW 74 ST	Lot 29 Block 299
494105031580	GITLAN,D & RUTH	9404 NW 74 ST	Lot 30 Block 299
494105031590	KING,MATTHEW	9406 NW 74 ST	Lot 31 Block 299
494105031600	BYRNES,DEBORAH	9408 NW 74 ST	Lot 32 Block 299
494105031610	MONTELLA,GAIL	7310 NW 94 WAY	Lot 33 Block 299
494105031620	TURNER,APRIL & TURNER,KEVIN	7308 NW 94 WAY	Lot 34 Block 299
494105031630	COHEN,ELEANOR REV LIV TR	7306 NW 94 WAY	Lot 35 Block 299
494105031640	RANTA,ANN REV TR LE	7304 NW 94 WAY	Lot 36 Block 299
494105031650	PISARSKI,MICHAEL J	7302 NW 94 WAY	Lot 37 Block 299

494105031660	ZUBRINSKY,LOREN	7300 NW 94 WAY	Lot 38 Block 299
494105031670	WERBLOW,D & CHERYL	9404 NW 73 ST	Lot 39 Block 299
494105031680	SOCOL,JEAN REV TR	9406 NW 73 ST	Lot 40 Block 299
494105031690	ZEPPENICK,ETHEL 1/2 INT ZEPPENICK,DAVID	9408 NW 73 ST	Lot 41 Block 299
494105031700	ZAROLNICK,STEVE TRSTE	9410 NW 73 ST	Lot 42 Block 299
494105031710	BARBIERI,DAVID P	9412 NW 73 ST	Lot 43 Block 299
494105031720	BAIERLEIN,DONALD & CARLA	9414 NW 73 ST	Lot 44 Block 299
494105031730	LESTER,DANIEL S & DENISE	9416 NW 73 ST	Lot 45 Block 299
494105031740	VALE,STUART	9418 NW 73 ST	Lot 46 Block 299
494105031750	FENECH,LINDA ANN	9500 NW 73 ST	Lot 47 Block 299
494105031760	GEERLINGS,DONNA	9502 NW 73 ST	Lot 48 Block 299
494105031770	LONCAO,MADELINE	9504 NW 73 ST	Lot 49 Block 299
494105031780	GROSSBERG,G & FRANCES	9506 NW 73 ST	Lot 50 Block 299
494105031790	LINVILLE,DONALD & HERNER,RANDEE	9600 NW 73 ST	Lot 51 Block 299
494105031800	FLANDERS,TED	9602 NW 73 ST	Lot 52 Block 299
494105031810	HOLLY,HARRY	7208 WESTWOOD DR	Lot 53 Block 299
494105031820	MARCO,ROSEMARIE	7206 WESTWOOD DR	Lot 54 Block 299
494105031830	PACHECO,EDWIN	7204 WESTWOOD DR	Lot 55 Block 299
494105031840	RODRIGUEZ,MONICA Q & LUIS G	7202 WESTWOOD DR	Lot 56 Block 299
494105031850	DELGADO,ALVARO & MARTHA	7200 WESTWOOD DR	Lot 57 Block 299
494105031860	DISBORO,STEFANO & BRENDA	7201 NW 72 MNR	Lot 58 Block 299
494105031870	FIGUEROA,HELAYNE	9605 NW 72 MNR	Lot 59 Block 299
494105031880	ALVARADO,ELIZABETH	9603 NW 72 MNR	Lot 60 Block 299
494105031890	THOMAS,JOHN & CAROLYN	9601 NW 72 MNR	Lot 61 Block 299
494105031900	SEMOY,MICHAEL 1/2 INT SEMOY,SANDRA	9507 NW 72 CT	Lot 62 Block 299
494105031910	HERBERT,STEVIE M 1/2 INT HERBERT,MYRNA T	9505 NW 72 CT	Lot 63 Block 299
494105031920	MCCURDY,TIMOTHY	9503 NW 72 CT	Lot 64 Block 299
494105031930	GERSHBERG,BERTHA TR	9501 NW 72 CT	Lot 65 Block 299
494105031940	MEDDERS,ANDREW T & MEDDERS,EILEEN	9417 NW 72 CT	Lot 66 Block 299
494105031950	ARKER,DAVID & MEGAN	9415 NW 72 CT	Lot 67 Block 299
494105031960	LLOYD,NICOLE D	9413 NW 72 CT	Lot 68 Block 299
494105031970	TRESCH,CLAUDIA PATRICIA & MASSA,DUANE J	9411 NW 72 CT	Lot 69 Block 299
494105031980	MAYORGA,MELANIE & SANDRO	9409 NW 72 CT	Lot 70 Block 299
494105031990	BROWN,MICHAEL G 1/2 INT EA FORSYTH,SHERYL	9407 NW 72 CT	Lot 71 Block 299
494105032000	BUFFINGTON,GREGORY & ZOILA	9405 NW 72 CT	Lot 72 Block 299

494105032010	BAUER,S A & ROSALYN REV TR	7208 NW 94 WAY	Lot 73 Block 299
494105032020	GORIN,JANE	7206 NW 94 WAY	Lot 74 Block 299
494105032030	ROSNER,DANIEL & SHERYL	7204 NW 94 WAY	Lot 75 Block 299
494105032040	JURKOWSKI,JOSEPH T JR	7202 NW 94 WAY	Lot 76 Block 299
494105032050	MALLOR,ETTA LE LEWIN,JUDITH & MALLOR,MARK	7200 NW 94 WAY	Lot 77 Block 299
494105032060	HEIFFERMAN,C & FRANCES	9406 NW 72 ST	Lot 78 Block 299
494105032070	BARON,MILT & IRENE REV TR BARON,DAVID HY	9408 NW 72 ST	Lot 79 Block 299
494105032080	MURE,SALVATORE C & MADELINE P	9410 NW 72 ST	Lot 80 Block 299
494105032090	DOMINGUEZ,RAFAEL	9412 NW 72 ST	Lot 81 Block 299
494105032100	SANGUINETTI,HUGH A & ROWENA M	9414 NW 72 ST	Lot 82 Block 299
494105032110	MORTORELLI,RICHARD 1/2 INT MOTORELLI,CHRIS	9416 NW 72 ST	Lot 83 Block 299
494105032120	FERRARO,FILIPPO REV LIV TR	9500 NW 72 ST	Lot 84 Block 299
494105032130	SCRIBNER,DONALD R & KARIN	9502 NW 72 ST	Lot 85 Block 299
494105032140	CALCAVECCHIA,STEPHEN & MICHELE	9504 NW 72 ST	Lot 86 Block 299
494105032150	BURROWS,CHAD	9506 NW 72 ST	Lot 87 Block 299
494105032160	EDELSON,MEGAN A 1/2 INT EA ARDON,JASON	9600 NW 72 ST	Lot 88 Block 299
494105032170	KLEIN,ELENA JO	9602 NW 72 ST	Lot 89 Block 299
494105032180	TRASK,GERARD M & C REV LIV TR	9604 NW 72 ST	Lot 90 Block 299
494105032190	MUNSIE,STEVEN J JR 1/2 INT EA STAUDENMAYER,DARLENE S	9606 NW 72 MNR	Lot 91 Block 299
494105032200	MONTANA,ANNE TR LE	9608 NW 72 MNR	Lot 92 Block 299
494105032210	HOSEIN,SHAFFICK	9600 NW 72 CT	Lot 1 Block 300
494105032220	SAVINO,KAREN 1/2 INT GENTIT,CRAIG K	9506 NW 72 CT	Lot 2 Block 300
494105032230	MCMILLAN,AARON & DONNICA	9504 NW 72 CT	Lot 3 Block 300
494105032240	MACK,RICHARD	9502 NW 72 CT	Lot 4 Block 300
494105032250	BENESH,MARIA & COPPOLA,ROSA & FRANK	9500 NW 72 CT	Lot 5 Block 300
494105032260	STAUFFER,EDITH E LE WALKER,PATRICIA S ETAL	9418 NW 72 CT	Lot 6 Block 300
494105032270	ROSA,ELVIN D & JESSICA L	9416 NW 72 CT	Lot 7 Block 300
494105032280	HORAN,JOELLE M	9414 NW 72 CT	Lot 8 Block 300
494105032290	SMITH,PAULINE W	9412 NW 72 CT	Lot 9 Block 300
494105032300	NAVARRO,ERNESTO & AMPARO	9410 NW 72 CT	Lot 10 Block 300
494105032310	SURINACH,JOSE & SILVIA	9408 NW 72 CT	Lot 11 Block 300
494105032320	SALERNO,DEBRA A	9409 NW 72 ST	Lot 12 Block 300
494105032330	BOYAR,CHARLES & P REV LIV TR	9411 NW 72 ST	Lot 13 Block 300
494105032340	MOJICA,CARLOS & PAUBLA I	9413 NW 72 ST	Lot 14 Block 300
494105032350	PEZZELLA,RONALD A	9415 NW 72 ST	Lot 15 Block 300

494105032360	GREEN,RICHARD & BARBARA	9417 NW 72 ST	Lot 16 Block 300
494105032370	LARSON,PHYLLIS ANN	9419 NW 72 ST	Lot 17 Block 300
494105032380	FELDMAN,FRANCES	9501 NW 72 ST	Lot 18 Block 300
494105032390	MAGGIO,SALVATORE JR 1/2 INT MAGGIO,JOYCE	9503 NW 72 ST	Lot 19 Block 300
494105032400	LASSETER,RICHARD	9505 NW 72 ST	Lot 20 Block 300
494105032410	ELIAS,SHIRLEY	9507 NW 72 ST	Lot 21 Block 300
494105032420	ROWE-LARMOND,CHERYL	9601 NW 72 ST	Lot 22 Block 300
494105032430	FAUCETTE,WAYNE L & CHRISTINE L	9603 NW 72 ST	Lot 23 Block 300
494105032440	KAUFMAN,RUTH LIV TR	7403 NW 96 AVE	Lot 1 Block 301
494105032450	OZER,NEIL	7401 NW 96 AVE	Lot 2 Block 301
494105032460	CASTELLUCCI,PASQUALE & KATHLEEN	7309 NW 96 AVE	Lot 3 Block 301
494105032470	SANCHEZ,LAURA I	7307 NW 96 AVE	Lot 4 Block 301
494105032480	SCIABICA,VINCENT & GEORGIA	7305 NW 96 AVE	Lot 5 Block 301
494105032490	HARRILAL,ROGER D & HARRILAL,JENNIFER L	9600 NW 73 CT	Lot 6 Block 301
494105032500	STERN,EMILY	9506 NW 73 CT	Lot 7 Block 301
494105032510	WAYNE,WILLIAM & SHERYL	9504 NW 73 CT	Lot 8 Block 301
494105032520	FUCHS,SAM S LIV TR	9502 NW 73 CT	Lot 9 Block 301
494105032530	FALSONE,SAUNDRA & FIORE,THOMAS P	9500 NW 73 CT	Lot 10 Block 301
494105032540	GUEST,PEARL V	9418 NW 73 CT	Lot 11 Block 301
494105032550	PLASS,JOEL & PATRICIA	9416 NW 73 CT	Lot 12 Block 301
494105032560	FABEL,DAVID A & SHERRY	9414 NW 73 CT	Lot 13 Block 301
494105032570	CORITO,MURRY & FRANCES REV TR LE HARPER,ROBIN TRSTEE	9412 NW 73 CT	Lot 14 Block 301
494105032580	ALDAS,JOSE E & ALDAS,MARIA C	9410 NW 73 CT	Lot 15 Block 301
494105032590	GRAUER,ANITA MARIE	9408 NW 73 CT	Lot 16 Block 301
494105032600	PEDEN,ESTELLE	9407 NW 73 ST	Lot 17 Block 301
494105032610	LEVIN,DAVID R	9409 NW 73 ST	Lot 18 Block 301
494105032620	DISHOTSKY,IDA	9411 NW 73 ST	Lot 19 Block 301
494105032630	STEWART,HARVEY & BONNIE D	9413 NW 73 ST	Lot 20 Block 301
494105032640	JACOBSON,ALFRED & GRACE	9415 NW 73 ST	Lot 21 Block 301
494105032650	BLOOM,DAVID & VIRGINIA	9417 NW 73 ST	Lot 22 Block 301
494105032660	MARTEN,PAUL & DORI-ANN B	9501 NW 73 ST	Lot 23 Block 301
494105032670	ABREU,ARMANDO L & MELISSA A	9503 NW 73 ST	Lot 24 Block 301
494105032680	ARNEIMANN,GEORGE ANTHONY & DEBRA	9505 NW 73 ST	Lot 25 Block 301
494105032690	JOYCE,PATRICK M	9507 NW 73 ST	Lot 26 Block 301
494105032700	ELDERS,PAMELA R 1/2 INT EA METEVIA,JULIE A	9601 NW 73 ST	Lot 27 Block 301

494105032710	LOVALLO,DANIEL J	9603 NW 73 ST	Lot 28 Block 301
494105032720	BACALLAO,WALTER & JEANETTE	7300 WESTWOOD DR	Lot 29 Block 301
494105032730	RODRIGUEZ,RENZO & KAREN	7302 WESTWOOD DR	Lot 30 Block 301
494105032740	BASS,DEAN & CARRIE	7304 WESTWOOD DR	Lot 31 Block 301
494105032750	SWISSTACK,LEE	7306 WESTWOOD DR	Lot 32 Block 301
494105032760	BAKER,DAVID & CARADONNA,CHRISTINE	7308 WESTWOOD DR	Lot 33 Block 301
494105032770	DUNN,JAMES & MICHELLE	7310 WESTWOOD DR	Lot 34 Block 301
494105032780	SANABRIA,RUBEN & CARMEN	7400 WESTWOOD DR	Lot 35 Block 301
494105032790	GONZALEZ,ROBERTO	7402 WESTWOOD DR	Lot 36 Block 301
494105032800	OLANO,LUIS A & ROSARIO	7306 NW 96 AVE	Lot 1 Block 302
494105032810	LOIZZO,ANTHONY & LINDA & GORMAN,CARLA	7308 NW 96 AVE	Lot 2 Block 302
494105032820	RAMPONE,GAYLE	7400 NW 96 AVE	Lot 3 Block 302
494105032830	PANNO,BARRON V & PANNO,THERESA M	7402 NW 96 AVE	Lot 4 Block 302
494105032840	NOFI,ERNEST & NOFI,LEANDRA	9502 NW 74 CT	Lot 5 Block 302
494105032850	BICKLER,MICHAEL A & EDDA L & BICKLER,JACOB	9500 NW 74 CT	Lot 6 Block 302
494105032860	BURBANK,GEOFFREY P & BURBANK,NICOLETTE	9418 NW 74 CT	Lot 7 Block 302
494105032870	IBANEZ,NORMAN G & IBANEZ,GIRLESA	9416 NW 74 CT	Lot 8 Block 302
494105032880	SERGEANT,ERIC 1/2 INT EA SERGEANT,VLERNNIFRED	9414 NW 74 CT	Lot 9 Block 302
494105032890	ROGOW,MARILYN	7403 NW 94 WAY	Lot 10 Block 302
494105032900	CHAVARRIA,WILLIAM	7401 NW 94 WAY	Lot 11 Block 302
494105032910	MANZA,ROBERT & DIANE 1/2 INT GIALANELLA,STANLEY & ANNA	9407 NW 73 CT	Lot 12 Block 302
494105032920	LASTER,BRUCE H LASTER,SUE F	9409 NW 73 CT	Lot 13 Block 302
494105032930	STAFFORD,CRAIG L & ESTHER G	9411 NW 73 CT	Lot 14 Block 302
494105032940	SLENK,BRYAN J & JOANN	9413 NW 73 CT	Lot 15 Block 302
494105032950	DUTCHER,TAMMY A	7306 NW 95 WAY	Lot 16 Block 302
494105032960	BARLANCA,NILDA	7309 NW 95 WAY	Lot 17 Block 302
494105032970	MIKOS,JOHN J LE IGLESIAS,CYNTHIA J ETAL	7307 NW 95 WAY	Lot 18 Block 302
494105032980	HIDALGO,AGUSTIN & MARIA T	7305 NW 95 WAY	Lot 19 Block 302
494105032990	TAYLOR,MARY JO LE TAYLOR,CHARLES R ETAL	7400 NW 94 WAY	Lot 1 Block 303
494105033000	HUNKER,JAMES R & GLENDA R	7402 NW 94 WAY	Lot 2 Block 303
494105033010	LE COMTE,THEOPHILE & JANET TR	9413 NW 74 PL	Lot 3 Block 303
494105033020	BLAINE,DENISE M	9410 NW 74 PL	Lot 4 Block 303
494105033030	MORCZENSKI,DONALD J	9408 NW 74 PL	Lot 5 Block 303
494105033040	HEIFFERMAN,AMY ILENE	9406 NW 74 PL	Lot 6 Block 303
494105033050	PFLEGER,TIMEA 1/2 INT EA MEYER,STEVEN	9404 NW 74 PL	Lot 7 Block 303



494105033060	WILLIAMSON,JACK T & JODINE A	9402 NW 74 PL	Lot 8 Block 303
494105033070	CEA,MARIA PEREZ	7407 NW 94 AVE	Lot 9 Block 303
494105033080	ORONO,WALMARIFARNE & TEMIS BARRACO,FRANCISCO	7405 NW 94 AVE	Lot 10 Block 303
494105033090	WOODSIDE,ROBERT J & SHARON G	7403 NW 94 AVE	Lot 11 Block 303
494105033100	THOMPSON,DANIEL W	7401 NW 94 AVE	Lot 12 Block 303
494105033110	ORTIZ,ROSE M 1/2 INT EA SCHRODER,NORA I	9403 NW 74 ST	Lot 13 Block 303
494105033120	DE LA AGUILERA,ANA M	9405 NW 74 ST	Lot 14 Block 303
494105033130	RODRIGUEZ,FERNANDO 1/2 INT MERCADOS,YRCIA	9407 NW 74 ST	Lot 15 Block 303
494105033140	RITORIO,WILLIAM J	9409 NW 74 ST	Lot 16 Block 303
494105033150	FICERY,NORENE K,CONTICH,J K & DANIELE,MARJORIE K	Parcel R	N/A

DESCRIPTION - PARCEL "E"

A portion of Tracts 1 and 2 of FORT LAUDERDALE TRUCK FARMS SUBDIVISION, of Section 8, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 8; thence S-88° 59' 10" - E, along the North line of said Section 8, a distance of 4423.62 feet; thence S-0° 01' 37" - E, a distance of 53.00 feet to the Point of Beginning of this description; thence continuing S-0° 01' 37" - E, a distance of 120.61 feet to a Point of Curve; thence Southerly and Westerly, along the arc of a circular curve to the right, having a radius of 1200.00 feet, a distance of 999.70 feet; thence N-57° 55' 05" - W, a distance of 353.60 feet to an intersection with the arc of a circular curve to the left, whose radius point bears N-63° 21' 04" - W, from the last described line; thence Northerly, along the arc of said curve, having a radius of 1650.00 feet, an arc distance of 726.23 feet; thence N-1° 00' 50" - E, a distance of 105.50 feet to a Point of Curve; thence Northerly and Easterly, along the arc of a circular curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet; thence S-88° 59' 10" - E, a distance of 492.82 feet to the Point of Beginning.

Containing 10.023 Acres.

DESCRIPTION - PARCEL "III"

A portion of Tracts 2 and 3, of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 8, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 8; thence N-88° 59' 10" - W, along the North line of said Section 8, a distance of 2222.53 feet; thence S-1° 00' 50" - W, a distance of 53.00 feet to the Point of Beginning of this description; thence continue S-1° 00' 50" - W, a distance of 428.55 feet; thence N-88° 59' 10" - W, parallel with the North line of said Section 8, a distance of 891.55 feet to the arc of a circular curve to the left; thence Northeasterly along the arc of said curve, having a radius of 700.00 feet, an arc distance of 266.02 feet to the Point of Tangency of said curve; thence N-1° 00' 50" - E, a distance of 142.94 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, having a radius of 25.00 feet, an arc distance of 39.27 feet, to the Point of Tangency of said curve; thence S-88° 59' 10" - E, along a line parallel with and 53.00 feet South of, as measured at right angles to, the North line of said Section 8, a distance of 820.47 feet to the Point of Beginning.

Containing 3.406 Acres.

REC-6922 PAGE 948

FILE 5098 FILE 655

Rec'd on 12  
Jim Harvey

EXHIBIT "A"  
Continued

A portion of Tracts 2 and 3, of FORT LAUDERDALE TRUCK FARMS  
SUBDIVISION of Section 8, Township 49 South, Range 41 East,  
as recorded in Plat Book 4, Page 31, of the Public Records  
of Broward County, Florida, being more particularly described  
as follows:

Commencing at the Northwest corner of said Section 8; thence  
S-88° 59' 10" - E, along the North line of said Section 8, a  
distance of 3051.27 feet; thence S-1° 00' 50" - W, a distance  
of 53.0 feet to the Point of Beginning of this description;  
thence S-88° 59' 10" - E, a distance of 769.53 feet to a  
Point of Curve; thence Easterly and Southerly, along the arc  
of a circular curve to the right, having a radius of 25 feet,  
an arc distance of 29.27 feet; thence S-1° 00' 50" - W, a  
distance of 105.59 feet to a Point of Curve; thence Southerly,  
along the arc of a circular curve to the right, having a radius  
of 1500 feet, an arc distance of 705.75 feet; thence N-57° 59'  
05" - W, a distance of 747.19 feet; thence N-1° 00' 50" - E, a  
distance of 428.55 feet to the Point of Beginning.

Containing 11.215 Acres.

DESCRIPTION: PARCEL J

A portion of Tracts 2 and 3, of FORT LAUDERDALE TRUCK FARMS  
SUBDIVISION of Section 8, Township 49 South, Range 41 East,  
as recorded in Plat Book 4, Page 31, of the Public Records of  
Broward County, Florida, being more particularly described as  
follows:

Commencing at the Northwest corner of said Section 8; thence  
S-88° 59' 10" - E, along the North line of said Section 8, a  
distance of 3051.27 feet; thence S-1° 00' 50" - W, a distance  
of 481.55 feet to the Point of Beginning of this description;  
thence S-38° 19' 01" - W, a distance of 660.35 feet to a Point  
of Curve; thence Southerly and Westerly, along the arc of a  
circular curve to the right, having a radius of 300 feet, an  
arc distance of 471.24 feet; thence N-51° 40' 59" - W, a dis-  
tance of 375.00 feet; thence N-38° 19' 01" - E, a distance of  
194.69 feet to a Point of Curve; thence Northerly, along the  
arc of a circular curve to the left, having a radius of 760  
feet, an arc distance of 228.79 feet; thence S-88° 59' 10" - E,  
a distance of 891.55 feet to the Point of Beginning.

Containing 10.522 acres.

REC 69222 PAGE 949  
MIF 5098 REC 556

Keind as to  
Jim Harvey

A-11

A portion of Tract 3, FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 8, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 8; thence S-88° 59' 10" - E, along the North line of said Section 8, a distance of 1538.00 feet; thence S-1° 00' 50" - W, a distance of 53.0 feet to the Point of Beginning of this description; thence continuing S-1° 00' 50" - W, a distance of 378.23 feet to a Point of Curve; thence Southerly and Easterly, along the arc of a circular curve to the left, having a radius of 300 feet, an arc distance of 359.05 feet to a Point of Reverse Curve; thence Easterly along the arc of a circular curve to the right, having a radius of 615 feet, an arc distance of 170.42 feet; thence S-51° 40' 59" - E, a distance of 10.26 feet; thence N-28° 19' 01" - E, a distance of 124.69 feet to a Point of Curve; thence Northerly, along the arc of a circular curve to the left, having a radius of 700 feet, an arc distance of 455.74 feet; thence N-1° 00' 50" - E, a distance of 142.93 feet to a Point of Curve; thence Northerly and Westerly, along the arc of a circular curve to the left, having a radius of 25 feet, an arc distance of 39.27 feet; thence N-88° 59' 10" - W, parallel with and 53 feet South of, as measured at right angles to, the North line of said Section 8, a distance of 582.80 feet to the Point of Beginning.

CERTIFICATE:

Containing 8.355 Acres.

DESCRIPTION: PARCEL L

A portion of Tracts 3 and 4, of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 8, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 8; thence S 88° 59' 10" E, along the North line of said Section 8, a distance of 1538.00 feet; thence S 1° 00' 50" W, a distance of 53.0 feet to the Point of Beginning of this description; thence S 88° 59' 10" E, parallel with and 53.00 feet South of, as measured at right angles to the North line of said Section 8, a distance of 560.00 feet; thence S 01° 00' 50" W, a distance of 315.00 feet to a Point of Curve; thence Southerly and Westerly, along the arc of a circular curve to the right, having a radius of 290 feet, an arc distance of 471.21 feet; thence N 88° 59' 10" W, a distance of 360.99 feet; thence N 1° 00' 50" E, a distance of 615.00 feet to the Point of Beginning.

Containing 8.874 Acres

DESCRIPTION: PARCEL M

A portion of Tract 4, of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 8, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 8; thence S 88° 59' 10" E, along the North line of said Section 8, a distance of 79.37 feet; thence S 01° 00' 50" W, a distance of 53.0 feet to the Point of Beginning; thence S 88° 59' 10" E, parallel with and 53.00 feet South of, as measured at right angles to the North line of said Section 8, a distance of 658.63 feet; thence S 1° 00' 50" W, a distance of 615.00 feet; thence N 88° 59' 10" W, a distance of 673.33 feet; thence N 0° 00' 50" E, parallel with and 53 feet East of, as measured at right angles to the West line of said Section 8, a distance of 469.55 feet to a Point of Curve; thence Northerly and Easterly, along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 39.71 feet to the Point of Beginning.

*Recorded by Jim Halvey*

OFF REC: 69 22 PAGE 959  
911 5058 plat 137

**DESCRIPTION:**

A portion of Section 4, Township 49 South, Range 41 East, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, Together with a portion of Section 5, Township 49 South, Range 41 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, Plat Book 1, Page 102, of the Public Records of Palm Beach County, Florida, Together with a portion of Section 6, Township 49 South, Range 41 East, Together with a portion of Sections 31, 32 and 33, Township 48 South, Range 41 East, all in Broward County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Section 6; thence N 1° 14' 39" E, along the West line of said Section 6, and being common with the East line of Section 1, Township 49 South, Range 40 East, a distance of 3585.13 feet to the Northeast corner of said Section 1; thence N 1° 26' 37" E, along the said West line of Section 6, a distance of 3901.57 feet to an intersection with the South Right-of-Way line of Central and Southern Florida Flood Control District's C-14 Canal; thence S 89° 33' 35" E, along the said South Right-of-Way of C-14 Canal, a distance of 14608.02 feet to the Northerly extension of the East line of said Section 4; thence S 0° 12' 16" E, a distance of 286.02 feet; thence N 89° 33' 35" W, a distance of 660.04 feet; thence S 0° 12' 16" E, parallel with and 660 feet West of, as measured at right angles to the East line of said Section 4, a distance of 1323.72 feet; thence N 89° 47' 44" E, a distance of 575 feet to the Point of Curvature of a circular curve to the left; thence Northeasterly, along the arc of said curve, having a radius of 25 feet, an arc distance of 39.27 feet; thence S 0° 12' 16" E, parallel with and 60 feet West of, as measured at right angles to the East line of said Section 4, a distance of 130 feet to the intersection of the arc of a circular curve to the left; whose radius point bears S 89° 47' 44" W, from the last described point; thence Northwesterly, along the arc of said curve, having a radius of 25 feet, an arc distance of 39.27 feet to the Point of Tangency; thence S 89° 47' 44" W, a distance of 575 feet; thence S 0° 12' 16" E, parallel with and 660 feet West of, as measured at right angles to the East line of said Section 4; a distance of 1020 feet; thence S 65° 03' 37" E, a distance of 652.80 feet; thence S 0° 12' 16" E, 60.00 feet West of, as measured at right angles to the East line of said Section 4, a distance of 1105.25 feet to an intersection with the arc of a circular curve to the left, whose radius point bears S 89° 47' 44" W, from the last described point; thence Northerly and Westerly along the arc of said curve, having a radius of 25 feet, an arc distance of 39.27 feet to the Point of Tangency; thence S 89° 47' 44" W, a distance of 655 feet; thence S 0° 12' 16" E, a distance of 455 feet; thence S 12° 51' 08" E, a distance of 431.86 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly along the arc of said curve, having a radius of 600 feet, an arc distance of 310.03 feet; thence S 0° 12' 16" E, parallel with and 60.00 feet West of, as measured at right angles to the said East line of Section 4, a distance of 649.85 feet; thence N 89° 01' 50" W, a distance of 1663.48 feet to an intersection with the arc of a circular curve to the right, whose radius point bears S 70° 40' 02" W, from the last described point; thence Southerly along the arc of said curve, having a radius of 540 feet, an arc distance of 520.18 feet to an intersection with the arc of a circular curve to the right; whose radius point bears S 67° 00' 53" W, from the last described point; thence Southerly along the arc of said curve, having a radius of 1400 feet, an arc distance of 585.32 feet to the Point of Tangency; thence S 0° 58' 10" W, a distance of 245 feet to an intersection with the arc of a circular curve to the left, whose radius point bears N 89° 01' 50" W, from the last described point; thence Northerly and Westerly along the arc of said curve, having a radius of 105 feet, an arc distance of 164.93 feet to the Point of Tangency; thence N 89° 01' 50" W, parallel with and 433 feet North of, as measured at right angles to the South line of said Section 4, a distance of 2240.00 feet; thence S 0° 53' 10" W, a distance of 80.00 feet; thence N 89° 01' 50" W, parallel with and 253.00 feet North of, as measured at right angles to the South line of said Section 4, a distance of 1202.63 feet to the intersection with the arc of a circular curve to the right, whose radius point bears S 83° 55' 12" W, from the last described point; thence Southerly along the arc of said curve, having a radius of 2453.00 feet, an arc distance of 252.19 feet to the Point of Tangency; thence S 0° 10' 05" E, a distance of 101.05 feet to an intersection with the South line of said Section 4; thence N 89° 01' 50" W, along the South line of said Section 4, a distance of 53.01 feet to the Southwest corner of said Section 4, and being common with the Southeast corner of said Section 5; thence N 88° 59' 10" W, along the South line of said Section 5, a distance of 5275.80 feet to the Southwest corner of said Section 5, and being common with the Southeast corner of said Section 6; thence N 89° 00' 56" W, along the South line of said Section 6, a distance of 4257.20 feet to the Point of Beginning.

CONTAINING 2428.586 ACRES, MORE OR LESS.

OFF REC: 6922 PAGE 95  
SIT 5038 PLAT 058

LESS THE FOLLOWING DESCRIBED PARCELS:

TRACT 32

A portion of Section 6, Township 49 South, Range 41 East, of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 6; thence N 0° 06' 44" W, along the East line of said Section 6, a distance of 3127.61 feet; thence S 89° 53' 16" W, a distance of 377.05 feet to the Point of Beginning of this description; thence continue S 89° 53' 16" W, a distance of 200.00 feet; thence N 0° 06' 44" W, a distance of 363.92 feet; thence S 79° 50' 44" E, a distance of 25243 feet to the Point of Curvature of a circular curve to the left; thence Easterly along the arc of said curve, having a radius of 1640.00 feet, an arc distance of 52.32 feet; thence S 0° 06' 44" E, a distance of 310.43 feet to the Point of Beginning.

Containing 2.320 Acres, more or less.

OFF REC. 6922 PAGE 952  
FILE 5098 PAGE 659

AND LESS

The following described Florida Power and Light Company Sub-station parcel, lying in said Section 4, Township 49 South, Range 41 East, and Section 33, Township 49 South, Range 41 East, being more particularly described as follows:

Commencing at the Southwest corner of said Section 33, Township 49 South, Range 41 East; thence S 87° 39' 57" E, along the South line of said Section 33, a distance of 53.05 feet to the Point of Beginning; thence N 0° 09' 03" W, a distance of 42.14 feet; thence S 89° 33' 35" E, a distance of 400.0 feet; thence S 0° 09' 03" E, a distance of 435.0 feet; thence N 89° 33' 35" W, a distance of 400.0 feet; thence N 0° 09' 03" W, a distance of 392.86 feet to the Point of Beginning.

Containing 3.994 Acres, more or less.

PARCEL 1

AND LESS

A portion of Section 6, Township 49 South, Range 41 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 6; thence S 89° 00' 56" E, along the South line of said Section 6, a distance of 240.00 feet to the Point of Beginning of this description; thence N 1° 14' 39" E, parallel with and 240.0 feet East of, as measured at right angles to, the West line of said Section 6, a distance of 2233.27 feet; thence S 88° 45' 21" E, a distance of 350.00 feet; thence S 1° 14' 39" W, a distance of 217.10 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly along the arc of said curve, having a radius of 1200.00 feet, an arc distance of 676.08 feet to the Point of Tangency; thence S 31° 02' 10" E, a distance of 344.38 feet; thence N 58° 57' 50" E, a distance of 353.77 feet to the Point of Curvature of a circular curve to the right; thence Easterly along the arc of said curve, having a radius of 800.00 feet, an arc distance of 743.29 feet to the Point of Tangency; thence S 67° 48' 07" E, a distance of 269.52 feet; thence N 22° 11' 53" E, a distance of 936.10 feet; thence S 89° 45' 21" E, a distance of 166.38 feet; thence S 4° 10' 04" W, a distance of 977.62 feet to an intersection with the arc of a circular curve to the left, having a radius of 1300.00 feet, whose radius point bears N 4° 10' 04" E, from the last described point; thence Easterly along the arc of said curve, an arc distance of 798.75 feet to the Point of Tangency; thence N 58° 57' 50" E, a distance of 267.73 feet; thence S 31° 02' 10" E, along the Westerly Right-of-Way line of NW 9th Avenue, as recorded in O. R. Book 4747, Page 184, a distance of 610.00 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 1347.00 feet, an arc distance of 727.01 feet to the Point of Tangency; thence S 00° 06' 44" E, a distance of 271.73 feet to an intersection with the South line of said Section 6; thence N 89° 00' 56" W, along the South line of said Section 6, a distance of 374.25 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 127.607 Acres, more or less.

REC. 6922 PAGE 953

THE SUGB METHOD

AND LESS

**DESCRIPTION: NW 94th AVENUE**

All that portion of Sections 5 and 6, Township 49 South, Range 41 East, lying within 53.0 feet of the following described centerline:

Beginning at the Southeast corner of said Section 6; thence N 0° 06' 44" W, along the East line of said Section 6, a distance of 272.75 feet to a Point of Curvature of a circular curve to the left, having a radius of 1400.00 feet; thence Northwesterly, along the arc of said curve, a distance of 755.62 feet to a Point of Tangency; thence N 31° 02' 10" W, a distance of 1054.52 feet to a Point of Curvature of a circular curve to the right; having a radius of 2400.00 feet; thence Northeasterly, along the arc of said curve, a distance of 2535.81 feet to a Point of Tangency; thence N 25° 30' 07" E, a distance of 894.50 feet to a Point of Curvature of a circular curve to the right, having a radius of 2000.00 feet; thence Northeasterly, along the arc of said curve, a distance of 769.95 feet to a Point of Tangency; thence N 51° 33' 34" E, a distance of 507.34 feet to a Point of Curvature of a circular curve to the left, having a radius of 1200.00 feet; thence Northerly along the arc of said curve, a distance of 1079.67 feet to a Point of Tangency on the Southerly extension of the East line of Section 31, Township 49 South, Range 41 East; thence N 0° 00' 32" E, along said line, a distance of 456.00 feet to a Point of Terminus on a line 180 feet South of and parallel with the South Right-of-Way line of Canal C-14 of Central and South Florida Flood Control District.

Containing 20.465 Acres, more or less.

OFF REC: 6922 PAGE 954  
SEE 5098 REC 661



AND LESS

PARCEL 2

A portion of Sections 5 and 6, Township 49 South, Range 41 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 6; thence S 1° 26' 37" W, along the West line of said Section 6, a distance of 330.05 feet; thence S 89° 33' 35" E, parallel with and 296.00 feet South of, as measured at right angles to the South Right-of-Way line of Central and South Florida Flood Control District's Canal C-14, a distance of 240.03 feet to the Point of Beginning of this description; thence continue S 89° 33' 35" E, along the last described line, a distance of 4869.22 feet; thence S 0° 00' 32" W, along the Westerly Right-of-Way line of NW 94th Avenue, as recorded in O.R. Book 4747, Page 184, a distance of 403.40 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly along the arc of said curve, having a radius of 1147.00 feet, an arc distance of 1031.99 feet to the Point of Tangency; thence S 51° 33' 34" W, a distance of 591.34 feet; thence N 38° 26' 26" W, a distance of 700.00 feet to an intersection with the arc of a circular curve to the left, whose radius point bears S 38° 26' 26" E, from the last described point; thence Southwesterly along the arc of said curve, having a radius of 2753.00 feet, an arc distance of 310.74 feet; thence S 44° 54' 28" E, a distance of 404.52 feet to an intersection with the arc of a circular curve to the left, whose radius point bears S 44° 54' 28" E, from the last described point; thence Southwesterly along the arc of said curve, having a radius of 2348.48 feet, an arc distance of 340.48 feet; thence N 61° 32' 07" W, a distance of 1335.01 feet to the Point of Curvature of a circular curve to the left; thence Northwesterly along the arc of said curve, having a radius of 1200.00 feet, an arc distance of 364.61 feet; thence S 2° 22' 19" W, a distance of 497.12 feet; thence S 81° 42' 41" W, a distance of 500.00 feet; thence N 15° 01' 02" W, a distance of 427.51 feet to an intersection with the arc of a circular curve to the left; whose radius point bears S 28° 04' 03" E, from the last described point; thence Westerly and Southerly along the arc of said curve, having a radius of 1200.00 feet, an arc distance of 1206.84 feet to the Point of Tangency; thence S 1° 26' 37" W, a distance of 1010.18 feet to the Point of Curvature of a circular curve to the right; thence Southerly along the arc of said curve, having a radius of 1600.00 feet, an arc distance of 179.46 feet to the Point of Tangency; thence S 7° 52' 12" W, a distance of 650.73 feet; thence N 88° 45' 21" W, a distance of 395.55 feet; thence N 1° 14' 39" E, parallel with and 210.0 feet East of, as measured at right angles to the West line of said Section 6, a distance of 450.48 feet; thence N 1° 25' 37" E, parallel with and 210.00 feet East of, as measured at right angles to the West line of said Section 6, a distance of 3672.30 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 191.785 Acres, more or less.

REC-6922 PAGE 955

411 5098 REC 662

AND LESS

PARCEL 3

A portion of Sections 5 and 6, Township 49 South, Range 41 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Section 5; thence S 28° 59' 10" E, along the South line of said Section 5, a distance of 53.01 feet to the Point of Beginning of this description; thence N 00° 06' 44" W, parallel with and 53.00 feet East of, as measured at right angles to the West line of said Section 5, a distance of 272.79 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly along the arc of said curve, having a radius of 1453.00 feet, an arc distance of 734.22 feet to the Point of Tangency; thence N 31° 02' 10" W, a distance of 394.52 feet; thence N 58° 57' 50" E, a distance of 500.00 feet; thence S 50° 50' 06" E, a distance of 336.58 feet; thence S 88° 59' 10" E, a distance of 392.37 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly along the arc of said curve, having a radius of 280.00 feet, an arc distance of 445.33 feet to the Point of Tangency; thence N 00° 06' 44" W, a distance of 595.06 feet; thence N 89° 53' 10" E, a distance of 1057.64 feet; thence N 47° 19' 55" E, a distance of 615.20 feet; thence N 03° 32' 02" E, a distance of 1986.58 feet; thence N 79° 28' 51" W, a distance of 1314.17 feet to an intersection with the arc of a circular curve to the right, whose radius point bears S 66° 47' 12" E, from the last described point; thence Northeasterly along the arc of said curve, having a radius of 1100.00 feet, an arc distance of 140.07 feet to the Point of Tangency; thence N 30° 30' 32" E, a distance of 875.41 feet; thence N 59° 29' 29" W, a distance of 849.06 feet; thence N 30° 30' 32" E, a distance of 319.42 feet; thence N 00° 07' 33" W, a distance of 942.92 feet to an intersection with the North line of said Section 5; thence S 37° 10' 09" E, along the North line of said Section 5, a distance of 1318.63 feet; thence S 00° 08' 23" E, a distance of 50.09 feet; thence S 89° 33' 35" E, parallel with and 233.00 feet South of, as measured at right angles to the South Right-of-Way line of Central and South Florida Flood Control District's Canal C-14, a distance of 2330.82 feet; thence S 00° 10' 05" E, along the Westerly Right-of-Way line of NW 85th Avenue, as recorded in O. R. Book 4747, Page 183, a distance of 1649.09 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly along the arc of said curve, having a radius of 947.00 feet, an arc distance of 824.82 feet to the Point of Tangency; thence S 49° 44' 09" W, a distance of 523.89 feet to the Point of Curvature of a circular curve to the left; thence Southwesterly along the arc of said curve, having a radius of 2108.00 feet, an arc distance of 3208.74 feet; thence S 49° 46' 22" W, and being radial to foresaid curve, a distance of 752.59 feet; thence S 42° 49' 05" E, a distance of 925.79 feet; thence N 47° 19' 55" E, a distance of 750.00 feet to the West-Of-Line of 86th Avenue; thence S 32° 13' 03" E, a distance of 107.95 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly along the arc of said curve, having a radius of 2347.00 feet, an arc distance of 1740.92 feet to the Point of Tangency; thence S 00° 10' 05" E, parallel with and 53.00 feet West of, as measured at right angles to the East line of said Section 5, a distance of 93.91 feet to an intersection with the South line of said Section 5; thence N 89° 59' 10" W, along the South line of said Section 5, a distance of 5169.78 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 481.643 Acres, more or less.

REC-6922 PAGE 95

REC-5098 PAGE 603

AND LESS

DESCRIPTION: NW 8th AVENUE

All that portion of Sections 4 and 5, Township 49 South, Range 41 East, lying within 53.0 feet of the following described centerline:

Beginning at the Southeast corner of said Section 5; thence N 0° 10' 05" W, along the East line of said Section 5, a distance of 100.0 feet to a Point of Curvature of a circular curve to the left, having a radius of 2400.00 feet; thence Northwesterly, along the arc of said curve, a distance of 1780.24 feet to a Point of Tangency; thence N 42° 40' 05" W, a distance of 840.00 feet to a Point of Curvature of a circular curve to the right; having a radius of 2053.00 feet; thence Northeasterly along the arc of said curve, a distance of 3310.98 feet to a Point of Tangency; thence N 19° 44' 09" E, a distance of 523.89 feet to a Point of Curvature of a circular curve to the left, having a radius of 1000.00 feet; thence Northerly along the arc of said curve, a distance of 870.89 feet to a Point of Tangency; thence N 0° 10' 05" W, parallel with and 250.00 feet West of, as measured at right angles to the East line of said Section 5, a distance of 1101.53 feet to a Point of Terminus on a line 120 feet South of and parallel with the South Right-of-Way line of the C-14 Canal of Central and South Florida Flood Control District.

Containing 20.751 Acres, more or less.

AND LESS

DESCRIPTION: TRACT 23

A portion of Tracts 13 and 21 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2 of Section 5, Township 49 South, Range 41 East, as recorded in Plat Book 1, Page 102, of the Public Records of Palm Beach County, Florida, and a portion of Section 6, Township 49 South, Range 41 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence N 0° 06' 44" W, along the West line of said Section 5, a distance of 3403.43 feet; thence N 75° 45' 15" E, a distance of 272.33 feet to the Point of Beginning of this description; thence continuing N 75° 45' 15" E, a distance of 185.65 feet; thence N 6° 12' 12" W, a distance of 300.40 feet; thence N 91° 47' 21" E, a distance of 204.87 feet; thence N 14° 05' 07" W, a distance of 487.20 feet; thence S 40° 27' 22" W, a distance of 1214.64 feet; thence S 8° 32' 22" W, a distance of 373.00 feet; thence S 0° 06' 44" E, a distance of 50.45 feet to an intersection with the arc of a circular curve to the left, having a radius of 1340.00 feet; thence Easterly along the arc of said curve, an arc distance of 646.11 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 16.231 Acres, more or less.

REC. 6922 PAGE 957

REF 5098 PAGE 664

*Record as is  
Jim Harvey*

AND LESS

**DESCRIPTION: TRACT 35**

A portion of Tracts 23 and 24 of the FLORIDA FRUIT LAND COMPANY SUBDIVISION NO. 2, of Section 5, Township 19 South, Range 41 East, as recorded in Plat Book 1, Page 192, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence N 0° 06' 44" W, along the West line of said Section 5, a distance of 2109.22 feet; thence N 80° 11' 57" E, a distance of 110.08 feet to the Point of Beginning of this description; thence continuing N 80° 11' 57" E, a distance of 459.00 feet; thence N 6° 12' 12" W, a distance of 1017.52 feet; thence S 75° 45' 13" W, a distance of 185.65 feet to a Point of Curvature; thence Westerly along the arc of a circular curve to the right, having a radius of 1640.00 feet, an arc distance of 158.75 feet; thence S 0° 06' 44" E, a distance of 1010.92 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 9.119 Acres, more or less.

December 7, 1972

I hereby CERTIFY that the property herein described contains 1554.766 Acres.

*George W. Callfield*  
GEORGE W. CALLEFIELD  
REG. LAND SURVEYOR NO. 1979  
STATE OF FLORIDA

REC. 6922 PAGE 959

RECORDED IN THE OFFICIAL RECORDS BOOKS  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

*Record as is  
Jim Harvey*

RECORDED IN OFFICIAL RECORDS BOOKS  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT

REC. 5098 PAGE 065

ARTICLES OF INCORPORATION  
OF  
WESTWOOD COMMUNITY THREE ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 and certify as follows:

ARTICLE I  
NAME

The name of this corporation shall be WESTWOOD COMMUNITY THREE ASSOCIATION, INC. For convenience the corporation shall herein be referred to as the ASSOCIATION.

ARTICLE II  
PURPOSES

The ASSOCIATION is organized for the following purposes:

(a) To provide an entity responsible for the operation of a subdivision, including recreational facilities, in Broward County, Florida, known as WESTWOOD COMMUNITY THREE, hereinafter referred to as SUBDIVISION.

(b) To enforce through appropriate legal means the covenants, restrictions, reservations and easements from time to time impressed upon and running with the lands within the SUBDIVISION.

(c) To insure that the lands in the WESTWOOD COMMUNITY THREE hereinafter defined shall remain an area of high standards, containing residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of its residents.

ARTICLE III  
POWERS

1. The ASSOCIATION shall have all of the following powers:

(a) All of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

(b) All of the powers set forth and described in Section 617.021 of the Florida statutes.

(c) The ASSOCIATION shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions that may from time to time be filed with respect to lands within the project area, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned.

(d) To operate and manage the ASSOCIATION in accordance with the sense, meaning, direction, purpose and intent of the Declaration of Restrictions herein mentioned and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to the ASSOCIATION by the Restrictions and/or these Articles.

11-51-90 REC 710

EXHIBIT " B "

(e) To perform such other activities of the ASSOCIATION which, in the opinion of the Board of Directors thereof, shall be reasonably appropriate to its accomplishment of the purposes for which it is organized and the performance of its duties and obligations.

2. All funds and titles to all properties acquired by the ASSOCIATION and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the ByLaws.

3. The powers of the ASSOCIATION shall be subject to and shall be exercised in accordance with the provisions of the ByLaws.

ARTICLE IV

MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of lots in the Subdivisions known as WESTWOOD COMMUNITY THREE, as recorded in the Public Records of Broward County, Florida.

2. Change of membership in the ASSOCIATION shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a lot and the delivery to the ASSOCIATION of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the ASSOCIATION. The membership of the prior owner shall be thereby terminated.

3. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except upon transfer of his lot.

ARTICLE V

DIRECTORS

1. The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of the number of directors as shall be determined by the ByLaws, but not less than three (3) directors and in the absence of such determination shall consist of three (3) directors.

2. Directors of the ASSOCIATION shall be elected at the annual meeting of the members in the manner determined by the ByLaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the ByLaws.

3. The Directors herein named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

- BRUCE HUNTLEY 6000 North University Drive  
Fort Lauderdale, Florida 33313
- GEORGE PANAGOULES 6000 North University Drive  
Fort Lauderdale, Florida 33313
- WILLIAM F. MUSKAT 6000 North University Drive  
Fort Lauderdale, Florida 33313

916190 741

ARTICLE VIOFFICERS

The affairs of the ASSOCIATION shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the ASSOCIATION, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT	BRUCE HUNTLEY 6000 North University Drive Fort Lauderdale, Florida 33313
VICE-PRESIDENT	GEORGE PANAGOULIS 6000 North University Drive Fort Lauderdale, Florida 33313
SECRETARY-TREASURER	WILLIAM F. MUSKAT 6000 North University Drive Fort Lauderdale, Florida 33313

ARTICLE VIIINDEMNIFICATION

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

ARTICLE VIIIBYLAWS

The first ByLaws of the ASSOCIATION shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the ByLaws.

ARTICLE IXAMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the ASSOCIATION. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided.

(e) such approvals must be not less than 75% of the entire membership of the entire membership of the Board of Directors and by not less than 80% of the votes of the entire membership of the ASSOCIATION; or

(b) by not less than 80% of the votes of the entire membership of the ASSOCIATION.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor changes in Section 2 of Article III and Section 3 of Article III.

4. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

ARTICLE X

TERM

The existence of this corporation shall be perpetual and may not be terminated so long as the Declaration of Restrictions covering the Subdivisions known as WESTWOOD COMMUNITY THREE as recorded in the Public Records of Broward County, Florida, are in full force and effect.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

BRUCE HUNTLEY	8000 North University Drive Fort Lauderdale, Florida 33313
GEORGE PANAGOULIS	8000 North University Drive Fort Lauderdale, Florida 33313
WILLIAM F. MUSKAT	8000 North University Drive Fort Lauderdale, Florida 33313

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures this day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
BRUCE HUNTLEY

\_\_\_\_\_  
GEORGE PANAGOULIS

\_\_\_\_\_  
WILLIAM F. MUSKAT

11/16/77



STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF )

BEFORE ME, a Notary Public, duly authorized in the County and State named above to take acknowledgments, personally appeared BRUCE HUNTLEY, GEORGE PANAGOULIS and WILLIAM F. MUSKAT to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

HP 5290 7/8

CFN # 101869603, OR BK 33081 Page 248, Recorded 05/02/2002 at 02:40 PM,  
Broward County Commission, Deputy Clerk 1008

3  
**Westwood Community 3, Sec.21**

V.L.P.  
P.O.B. 9464  
Coral Springs, FL 33075-0464  
954-748-6182 - Office  
954-748-6546 - FAX

**WESTWOOD COMMUNITY**  
**THREE ASSOCIATION, INC.**

**AMENDED**  
**BY-LAWS**

(RATIFIED FEBRUARY 29, 1996)

1  
①

**EXHIBIT "C"**

OR BK 33081 PG 249

3. Notice of all quarterly members meetings stating the time and place and the agenda for which the meeting is called, shall be given by the President or 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 address as it appears on the books of the ASSOCIATION and shall be notified not less than ten (10) days nor more than twenty (20) days prior to the date of the meeting, and shall be posted on Clubhouse Bulletin Board. All 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 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 ten (10) days nor more than thirty (30) days after receipt of this request, and shall also be posted on Clubhouse Bulletin Board.

5. Quorum

a. Shall consist of a minimum of 75 eligible homeowners physically present, or proxies; one homeowner vote per home.

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, the members entitled to vote there at shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The acts approved by a majority of the votes present at a meeting at which a 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 by these 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 only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 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.

OR BK 33081 PG 250

2. Election of the Board of Directors shall be conducted in the following manner:

a. Election of Directors shall be held the second Thursday in February prior to the end of the term. The newly elected Officers and Directors shall assume their duties as of March 1st and the installation shall be held no later than the first general meeting in March.

b. A nominating committee of six (6) members shall be appointed at the December meeting by the President or Presiding Officer. The committee shall nominate a slate of six (6) officers: President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, Financial Secretary and also three (3) Board members. The slate is to be presented at a special meeting by the third Thursday in January. Nominations may be made from the floor at this 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 III Association, however, the President of the Social and Civic Club may not concurrently be President of Westwood III Association. No husband and wife may hold office on the same Board of Westwood Three Association, Inc. at the same time.

d. The election shall be held by closed ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being 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 on the second Tuesday in February.

e. Upon the existence of a vacancy of the Board of Directors, the President shall appoint, with the approval of the Board of Directors, an interim Officer or Member. At the next Quarterly Membership Meeting, an election shall be held to fill the position for the remaining portion 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/Transitional Meeting of the newly elected Officers and Directors, along with the outgoing Board of Directors shall be held within 15 days of their election at such time and place as shall be determined by the President-elect at the meeting at which they were elected, and no further notice of this Directors meeting will be necessary.

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 and posted on Club House Bulletin Board. Any homeowner is permitted to be present at any Board meeting, however, without voice or vote in the proceedings.

d. Unfinished Business.

e. New Business.

f. Adjournment.

13. Directors Expenditures. No Director shall receive compensation for any service he or she may render to the Association, however, any Director may be reimbursed for actual expense 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 1st Vice President in charge of maintenance shall be permitted to authorize cumulative expenditures not to exceed \$250.00 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 powers 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 Associations Articles of Incorporation, or these 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, and all powers incidental thereto.

b. To employ, dismiss, and control the personnel 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 repairs.

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 (3) members, including the 1st Vice-President, who shall be the Chairman. 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 may in his discretion determine appropriate, and to assist

- b. Care and maintenance of the outside recreation area including the chairs, tables and gazebo.
- c. Care and maintenance of the shuffleboard and bocci 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 of 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 (2) competent homeowners. The Board of Directors shall appoint these two (2) people. They can not 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 HOMEOWNERS SHALL BE REQUIRED.

11. Capital Improvements:

a. Capital improvements may be made by Westwood Three Association only with the approval of 2/3 of the eligible voting homeowners physically present, including proxies, at a meeting called for that purpose.

b. Moneys donated to the Board for a specific use does not require the approval of the homeowners.

c. All anticipated capital improvements sponsored by any of the social clubs shall require the approval of the Board of Directors.

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 in connection with any proceedings to which he may be a party or in which

such assessment. 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 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 the payment is delinquent.

**ARTICLE VII**

**PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictions, Articles of Incorporation or 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, 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, providing such 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 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 certifying that the amendment was duly adopted as an amendment of the Westwood Community III Association, Inc., By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed.

d. All future amendments shall be conducted in the same manner as the proposal of the current changes in By-Laws, viz: advanced copies to every homeowner at least ten (10) days prior to any meeting to be voted upon.


WITNESS:

THESE REVISED BY-LAWS WERE FULLY ADOPTED BY THE REQUIRED NUMBER OF UNIT OWNERS ALLOWED TO CAST A VOTE (A MAJORITY OF ELIGIBLE VOTING MEMBERS PRESENT OR BY PROXY) AT A GENERAL MEETING OF THE WESTWOOD COMMUNITY THREE, SECTION 21, THE CITY OF TAMARAC, ON FEBRUARY 29, 1996.

*Diane Glasser*  
\_\_\_\_\_  
DIANE GLASSER, PRESIDENT

*Tracey S. Schmitman*  
\_\_\_\_\_  
 Tracey S. Schmitman  
Commission # CC 960980  
Expires Aug. 14, 2004  
Bundled Tiers  
Atlantic Bonding Co., Inc.

x *Jack H. Gordon*  
\_\_\_\_\_  
JACK GORDON, VICE-PRESIDENT

*Tracey S. Schmitman*  
\_\_\_\_\_  
 Tracey S. Schmitman  
Commission # CC 960980  
Expires Aug. 14, 2004  
Bundled Tiers  
Atlantic Bonding Co., Inc.



CFN # 101869602, OR BK 33081 Page 244, Recorded 05/02/2002 at 02:40 PM,  
Broward County Commission, Deputy Clerk 1008

*J.*  
**Westwood Community 3, Sec.21**

V.L.P.  
P.O.B. 9454  
Coral Springs, FL 33075-9454  
954-748-6182 - Office  
954-748-5946 - FAX

**WESTWOOD COMMUNITY**  
**THREE ASSOCIATION, INC.**

**AMENDED**  
**BY-LAWS**

(ratified 12/14/99)

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A

OR BK 33081 PG 245

WESTWOOD COMMUNITY 3 ASSOCIATION INC.  
9618 WESTWOOD DRIVE  
TAMARAC, FLORIDA 33321

SPECIAL HOMEOWNERS MEETING  
DECEMBER 14, 1999  
3RD. AND FINAL READING OF PROPOSED ADDITION TO THE BY-LAWS OF  
WESTWOOD COMMUNITY 3 ASSOCIATION. FENCES.

Meeting called to order by Pres. Diane Glasser at 8:00p.m.  
A quorum was present (in person or by proxy). Pres. Glasser  
again explained the reason for the meeting. Sec. Donna Fenton  
read the proposed addition to the by-laws.

Pres. Glasser opened the floor to questions or coments. H.O.  
Dave Sayers asked if a living fence was permitted. Diane explaine  
that there was nothing that prohibited a living fence. There  
being o other questions a homeowner asked for a vote on the  
proposal. Final tally; 59 votes for and 23 against. Motion  
passed.

After the business of the special meeting was concluded Pres.  
Glasser informed the H.O. that the bus shelter on Westwood Dr.  
would be repaired, by the county. Also the committee that will  
work on the tot lot will meet on Jan. 2 to plan what they will  
do.

There being no further business meeting adjourned at 8:30pm

Donna Fenton  
Secretary

see attached:

OR BK 33081 PG 246

**Westwood Community 3 Association, Inc.  
9618 Westwood Drive  
Tamarac, Florida 33321  
(954) 720-5454**

City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, Fl. 33321

**ATT: Building Department**

Please be advised that at a regular meeting of Westwood III Association, the following bylaw was passed to be included into our regular bylaws.

1. The only type of fence that will be permitted within Westwood 3, Section 21, will be a **chainlink fence**.
2. 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."
3. Double size gate.
4. 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.
5. No neighbors permission required.

Please be so kind to follow the rules of our community when applications for building permits come through your department.

Sincerely


Diane Glasser, President


WITNESS:

THESE REVISED BY-LAWS WERE FULLY ADOPTED BY THE REQUIRED NUMBER OF UNIT OWNERS ALLOWED TO CAST A VOTE (A MAJORITY OF ELIGIBLE VOTING MEMBERS PRESENT OR BY PROXY) AT A GENERAL MEETING OF THE WESTWOOD COMMUNITY THREE, SECTION 21, THE CITY OF TAMARAC, ON DECEMBER 14, 1999.

*Diane Glasser*  
DIANE GLASSER, PRESIDENT

*Jack Gordon*  
JACK GORDON, VICE-PRESIDENT

*Tracey S. Schnaitman*  
 Tracey S. Schnaitman  
Commission # CC 960980  
Expires Aug. 14, 2004  
Bonded Through  
Atlantic Bonding Co., Inc.

*Tracey S. Schnaitman*  
 Tracey S. Schnaitman  
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Atlantic Bonding Co., Inc.

\_\_\_\_\_

CFN # 101869601, OR BK 33081 Page 240, Recorded 05/02/2002 at 02:40 PM,  
Broward County Commission, Deputy Clerk 1008

**Westwood Community 3, Sec.21**

V.L.P.  
P.O.S. 9464  
Coral Springs, FL 33078-9464  
954-748-6182 - Office  
954-748-6546 - FAX

**WESTWOOD COMMUNITY**  
**THREE ASSOCIATION, INC.**

**AMENDED**  
**BY-LAWS**

(ratified 1/18/01)

1  
(A)

OR BK 33081 PG 241

**WESTWOOD COMMUNITY THREE ASSOCIATION, INC.**  
9618 Westwood Drive  
Tamarac, Fl. 33321

To: All Property Owners and Residents  
From: Board of Directors

**NOTICE OF RESTRICTIONS**


On January 18, 2001 the Association passed a motion to implement the following restrictions regarding motor vehicles within the community.

- \* 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.

The purpose of these restrictions is to uphold the standard of our community. Your cooperation is appreciated.

  
Diane Glasser  
As President  
Acting for the Board

OR BK 33081 PG 242

# **ATTENTION**

**ALL HOMEOWNERS**

**EFFECTIVE MARCH 1, 2001**

**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.**

The above was approved for inclusion into  
the BY-LAWS of WESTWOOD COMMUNITY  
ASSOCIATION, INC. at the General  
Membership Meeting January 18, 2001.

WITNESS:

THESE REVISED BY-LAWS WERE FULLY ADOPTED BY THE REQUIRED NUMBER OF UNIT OWNERS ALLOWED TO CAST A VOTE (A MAJORITY OF ELIGIBLE VOTING MEMBERS PRESENT OR BY PROXY) AT A GENERAL MEETING OF THE WESTWOOD COMMUNITY THREE, SECTION 21, THE CITY OF TAMARAC, ON JANUARY 18, 2001.

*Diane Glasser*  
DIANE GLASSER, PRESIDENT

*Tracey S. Schnaitman*  
Tracey S. Schnaitman  
Commission # CC 960980  
Expires Aug. 14, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

*Jack Gordon*  
JACK GORDON, VICE-PRESIDENT

*Tracey S. Schnaitman*  
Tracey S. Schnaitman  
Commission # CC 960980  
Expires Aug. 14, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.



**CERTIFICATE OF AMENDMENT  
TO BY-LAWS OF WESTWOOD COMMUNITY THREE ASSOCIATION, INC.**

THIS AMENDMENT is made this 26<sup>th</sup> day of March, 2004, by WESTWOOD COMMUNITY THREE ASSOCIATION, INC., (hereinafter "ASSOCIATION") pursuant to the BY-LAWS OF WESTWOOD COMMUNITY THREE ASSOCIATION, INC. (hereinafter "BY-LAWS"). The Original Declaration of Restrictions for Association is duly recorded in OR Book 5190 at Page 732 and the Amended Declaration of Restrictions for ASSOCIATION has been duly recorded in the Public Records of Broward County, Florida, as follows:

**OR Book 6922 Page 940**

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on March 17, 2004, the aforementioned By-Laws was amended pursuant to the provisions of said By-Laws.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the BY-LAWS.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

I. NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the BY-LAWS are a true and correct copy of the amendments as amended by the membership:

1. Amend the BY- LAWS at Article I, Paragraph 2 as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**);

"2. The Fiscal year of the Association shall be for twelve (12) consecutive months beginning March-January 1<sup>st</sup> and ending ~~February 28<sup>th</sup> or in a leap year, February 29<sup>th</sup>-December 31<sup>st</sup>~~."

2. Amend the BY- LAWS at Article II, Paragraph 2, as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**);

"2. ~~The homeowners meetings shall~~ may be held quarterly in the months of March, June, September and December, at such time and date, at 9618 Westwood Drive, as designated by the Board of Directors of the Association, at such time as stated in the Notice of the Meeting."

3. Amend the BY- LAWS at Article II, Paragraph 5, Section a, as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**);

"a. Shall consist of a minimum of ~~75~~ 50 eligible homeowners physically present, or proxies; one homeowner vote per home."

4. Amend the BY- LAWS at Article III, Section 2, Paragraphs a, b, and d, and Section 4, as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**);

"a. Election of Directors shall be held ~~the second Thursday in February prior to the end of the term by the end of the third (3<sup>rd</sup>) week in January.~~ The newly elected ~~Officers and~~ Directors shall assume their duties as of ~~March February 1<sup>st</sup> and the installation shall be held no later than the first general meeting in March.~~"

"b. A nominating committee of six (6) members shall be appointed at the December ~~Quarterly Members meeting~~ by the President or Presiding Officer. The committee shall nominate a slate of ~~six nine (6-9) officers members of the Association to be candidates for the Board of Directors: President, 1<sup>st</sup> Vice President, 2<sup>nd</sup> Vice President, Secretary, Treasurer, Financial Secretary and also three (3) Board members.~~ The slate is to be presented at ~~a special meeting by the thirty Thursday in January the December Quarterly Members Meeting.~~ Nominations ~~for additional candidates~~ may be made from the floor at ~~this 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."

"d. The election shall be held by closed ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being 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 ~~on the second Tuesday in February.~~"

"4. ~~An Organization / Transitional Meeting~~ of the newly elected ~~Officers and~~ Directors, along with the outgoing Board of Directors shall be held within 15 days of their election at such time and place as shall be determined by the ~~President-elect newly elected Directors~~ at the meeting at which they were elected, ~~and no further notice of this Directors meeting will be necessary.~~"

5. Amend the BY- LAWS at Article III, Section 2, Paragraph e, as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**);

"c. Upon the existence of a vacancy of the Board of Directors, ~~the President shall appoint, with the approval majority~~ of the Board of Directors ~~may appoint,~~ an interim ~~Officer or Members to fill the position for the remaining portion of the term.~~ ~~At the next Quarterly Membership Meeting, an election shall be held to fill the position for the remaining portion of the term.~~"

6. Amend the BY- LAWS at Article III, Paragraph 14, Section d and Article IV, Paragraph 2, as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**);

"d. A standing grievance committee for the homeowners shall be appointed by the President and shall consist of no less than three (3) members, ~~including the 1<sup>st</sup> Vice President, who shall be the Chairman 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."

"2. The First Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall be the Civic Officer of the Association, ~~and Chairman of the Grievance Committee~~, as well as generally assist the President."

7. Amend the BY- LAWS at Article IV, Paragraph 1, Sections a and b, as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**):

~~"a. It shall be incumbent upon the President to call a meeting at the earliest possible convenience after installation, and also subsequent meetings, if needed, with representatives of the Social and Civic Club to determine priorities of capital improvements and the exchange of ideas."~~

~~"b. It shall be the duty of t~~The President to 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."

8. Amend the BY- LAWS at Article IV, Paragraph 11, as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**):

**11. Capital Improvements Maintenance by the Association:**

~~a. Capital Improvements may be made by Westwood Three Association only with the approval of 2/3 of the eligible voting homeowners physically present, including proxies, at a meeting called for the purpose:~~

~~b. Moneys donated to the board for a specific use does not require the approval of the homeowners.~~

~~c. All anticipated capital improvements sponsored by any of the social clubs shall require the approval of the Board of Directors.~~

**Board Approved Maintenance: The Board of Directors has the obligation to maintain, repair and 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, replacement or repair; and maintenance, repair or replacement of pool equipment.**

**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."**

9. Amend the BY- LAWS at Article VI, Paragraph 1, as detailed below; (Deletions indicated by **strikeout**, additions by **underlining**, and unchanged language by ...);

"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 ~~their Budget Committee~~ the Treasurer without receiving the consent of the majority of homeowners attending a special meeting. ..." (remainder of paragraph unchanged)

II. Except as amended and modified herein, all other terms and conditions of the BY-LAWS shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the BY-LAWS has caused this Amendment to the BY-LAWS OF WESTWOOD COMMUNITY THREE ASSOCIATION, INC., to be executed by the duly authorized officer, this 24<sup>th</sup> day of MARCH, 2004.

WESTWOOD COMMUNITY THREE ASSOCIATION, INC.

BY: [Signature], President

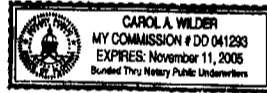
STATE OF FLORIDA )  
COUNTY OF Broward )

THE FOREGOING instrument was executed before me this 24 day of MARCH 2004, by STUART VALE, President of WESTWOOD COMMUNITY THREE ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 24 day of MARCH, 2004.

[Signature]  
Notary Public  
My commission expires: 11-11-05

This Instrument Prepared by and Return to:  
Rachel E. Frydman, Esq.  
Katzman & Korr, P.A.  
Inverrary Financial Center  
5581 W. Oakland Park Boulevard  
Second Floor  
Lauderhill, Florida 33313  
(954) 486-7774



Declaration Recorded in Official Records  
Book 6922 Page 940 of the Public  
Records of Broward County, Florida.  
W:\Comdo Home\CLIENTS\Westwood Community Three Association, Inc.\Other\ByLaws Amendment.15148\Certificate of Amendment.wpd





PLAT BOOK 77, PAGE 16

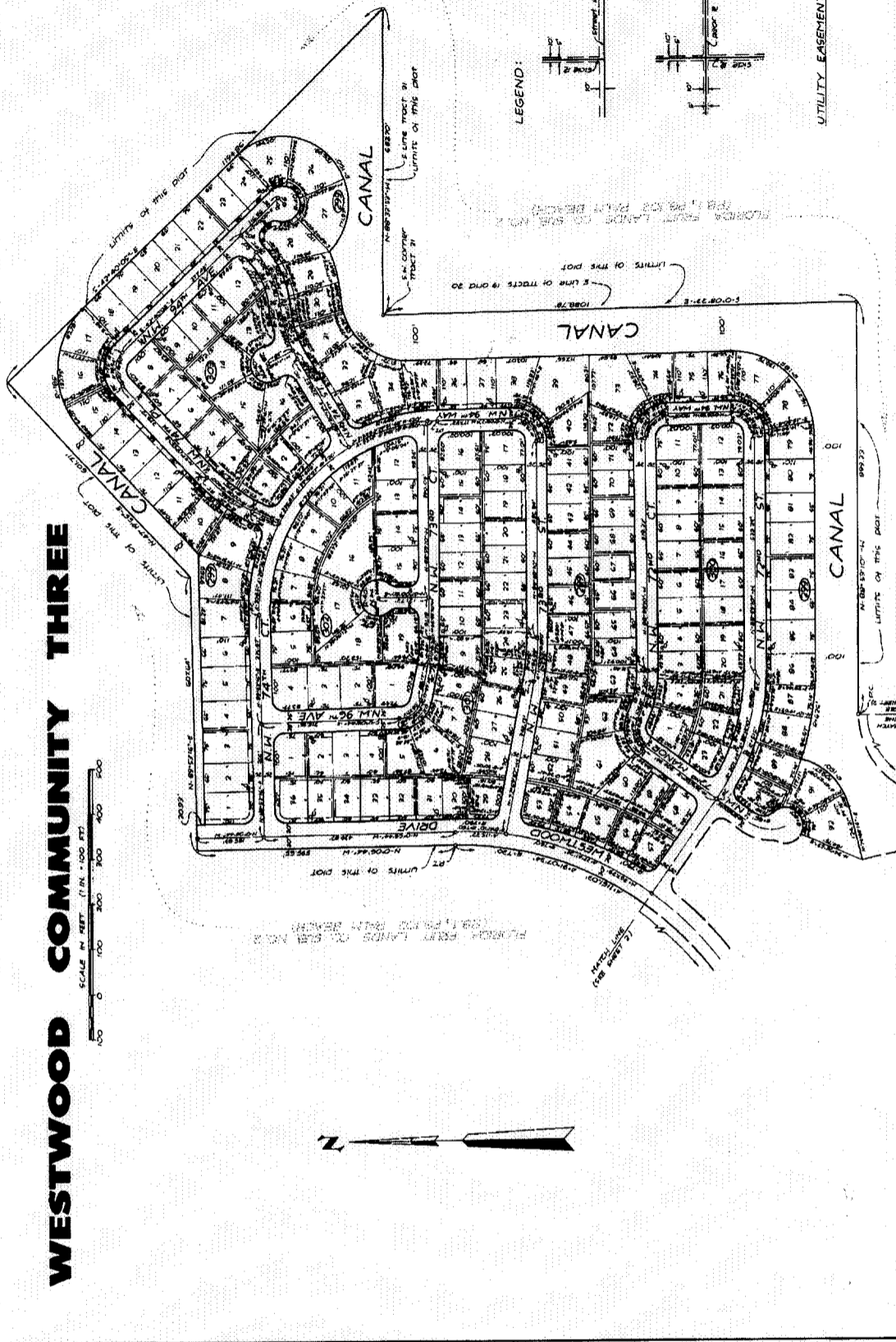
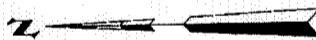
SHEET 3 OF 3 SHEETS

72-21352

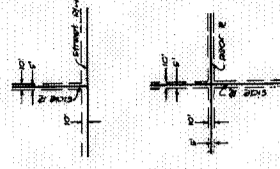
12, 13, 14, 15, 16

# WESTWOOD COMMUNITY THREE

SCALE IN FEET - (1" = 100 FT.)



LEGEND:



UTILITY EASEMENTS



STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

*"Dedicated to making Florida a better place to call home"*

JEB BUSH  
Governor

Thaddeus L. Cohen, AIA  
Secretary

April 18, 2006

Mr. David A. Kupperman, Esq.  
Katzmann & Korr, P.A.  
1501 Northwest 49<sup>th</sup> Street, Suite 202  
Fort Lauderdale, Florida 33309

Re: Westwood Community Three Revival of Declaration of Covenants

Dear Mr. Kupperman:

The Department has reviewed the proposed revived declaration of covenants, other governing documents, and affidavits relating to Westwood Community Three, as submitted to the Department on February 17, 2006, and has determined that the proposed revived declaration and other governing documents comply with the requirements of Section 720.406, Florida Statutes (F.S.).

Please be advised that Sections 720.407(1) and (2), F.S. requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the division. No later than 30 days after receiving approval from the Division of Corporations, the president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located.

Pursuant to Section 720.407(4), F.S., please note that a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents shall be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Julie Evans, Planner, at (850) 922-1816.

Sincerely yours,

*for* K. Marlene Conaway  
Chief of Comprehensive Planning

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100  
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(305) 289-2402

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-2356

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7956

**EXHIBIT "E"**