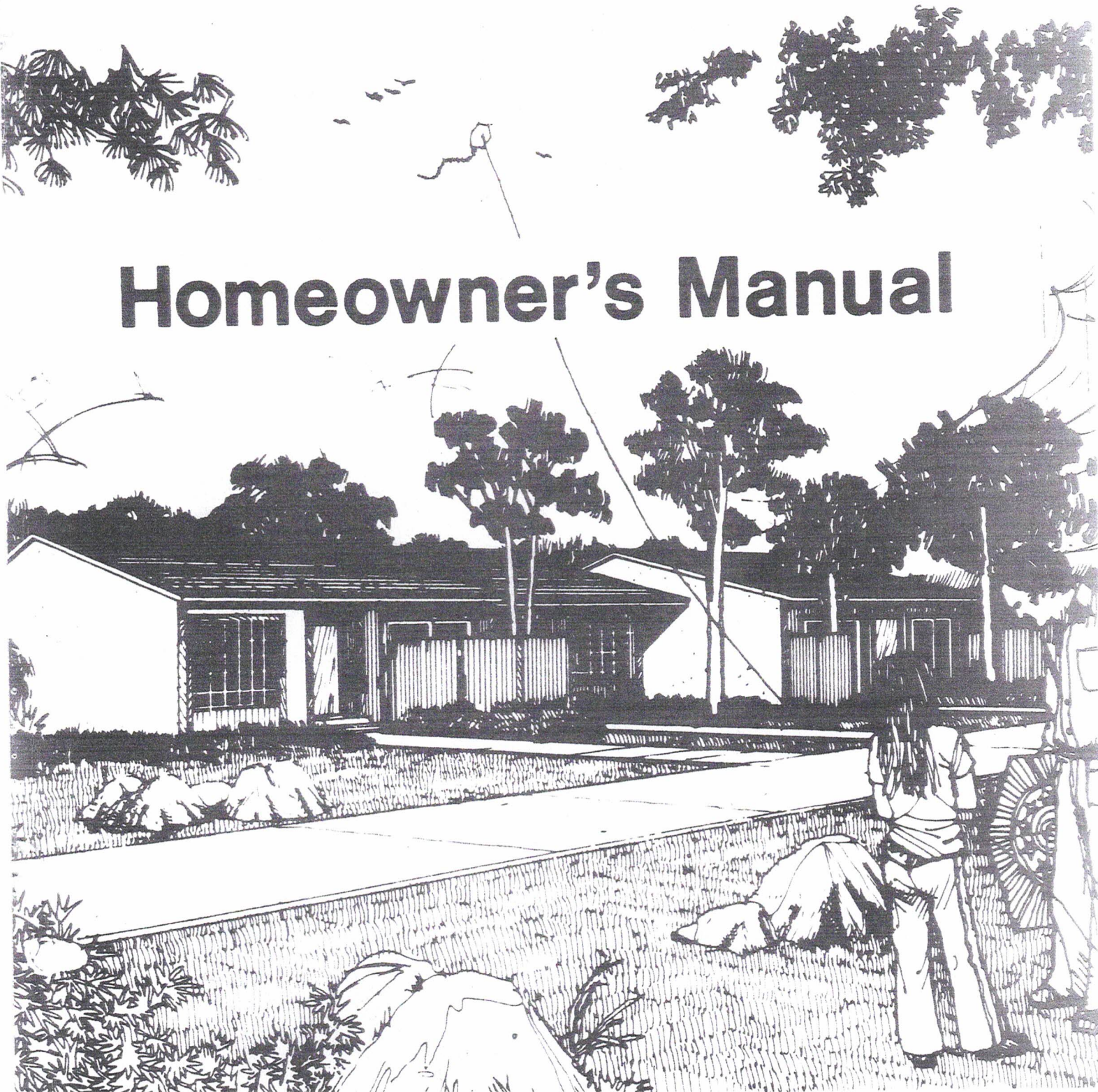


CEDARWOODS at **Pembroke Lakes**

Homeowner's Manual



**ARTICLES OF INCORPORATION
CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.**

IN COMPLIANCE WITH THE REQUIREMENTS OF THE STATE OF FLORIDA, THE UNDERSIGNED, ALL OF WHOM ARE RESIDENTS OF DADE COUNTY, FLORIDA, AND ALL OF WHOM ARE OF FULL AGE, HAVE THIS DAY VOLUNTARILY ASSOCIATED THEMSELVES TOGETHER FOR THE PURPOSE OF FORMING A CORPORATION NOT FOR PROFIT AND DO HEREBY CERTIFY AS FOLLOWS:

**ARTICLE I
NAME**

THE NAME OF THE CORPORATION SHALL BE CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC. FOR THE CONVENIENCE, THE CORPORATION SHALL BE REFERRED TO IN THIS INSTRUMENT AS THE "ASSOCIATION".

**ARTICLE II
INITIAL REGISTERED OFFICE AND AGENT**

THE INITIAL PRINCIPAL OFFICE OF THE ASSOCIATION SHALL BE LOCATED AT 3700 N. W. 213TH STREET, MIAMI, FLORIDA 33055. THE OFFICE OF THE CORPORATION MAY THEREAFTER BE AT SUCH OTHER PLACE AS THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY DESIGNATE FROM TIME TO TIME. THE INITIAL REGISTERED AGENT OF THE ASSOCIATION IS PAUL KAPELOW WHOSE ADDRESS IS 3700 N. W. 213TH STREET, MIAMI, FLORIDA 33055.

**PURPOSE AND ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

THIS ASSOCIATION DOES NOT CONTEMPLATE PECUNIARY GAIN OR PROFIT TO THE MEMBERS THEREOF, AND THE SPECIFIC PURPOSES FOR WHICH IT IS FORMED ARE TO PROVIDE FOR MAINTENANCE, PRESERVATION, AND ARCHITECTURAL CONTROL OF THE RESIDENCE LOTS AND COMMON AREAS WITHIN THAT CERTAIN TRACT OF PROPERTY LOCATED IN BROWARD COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, AND TO PROMOTE THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS WITHIN THE ABOVE DESCRIBED PROPERTY AND ANY ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THIS ASSOCIATION AND FOR THIS PURPOSE TO:

(A) EXERCISE ALL OF THE POWERS AND PRIVILEGES AND TO PERFORM ALL OF THE DUTIES AND OBLIGATIONS OF THE ASSOCIATION AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, HEREINAFTER CALLED THE "DECLARATION", APPLICABLE TO THE PROPERTY AND RECORDED OR TO BE RECORDED IN THE OFFICE OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND AS THE SAME MAY BE AMENDED FROM TIME TO TIME AS THEREIN PROVIDED, SAID DECLARATION BEING INCORPORATED HEREIN AS IF SET FORTH AT LENGTH;

(B) FIX, LEVY, COLLECT AND ENFORCE PAYMENT BY ANY LAWFUL MEANS, ALL CHARGES OR ASSESSMENTS PURSUANT TO THE TERMS OF THE DECLARATION, TO PAY ALL EXPENSES IN CONNECTION THEREWITH AND ALL OFFICE AND OTHER EXPENSES INCIDENT TO THE CONDUCT OF THE BUSINESS OF THE ASSOCIATION, INCLUDING ALL LICENSES, TAXES OR GOVERNMENTAL CHARGES LEVIED OR IMPOSED AGAINST THE PROPERTY OF THE ASSOCIATION;

(C) ACQUIRE (BY GIVE, PURCHASE OR OTHERWISE) OWN, HOLD, IMPROVE, BUILD UPON, OPERATE, MAINTAIN, CONVEY, SELL, LEASE, TRANSFER, DEDICATE FOR THE PUBLIC USES OR OTHERWISE DISPOSE OF REAL OR PERSONAL PROPERTY IN CONNECTION WITH THE AFFAIRS OF THE ASSOCIATION;

(D) BORROW MONEY, AND WITH THE ASSENT OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS MORTGAGE, PLEDGE, DEED IN TRUST, OR HYPOTHECATE ANY OR ALL OF ITS REAL OR PERSONAL PROPERTY AS SECURITY FOR MONEY BORROWED OR DEBTS INCURRED;

(E) DEDICATE, SELL OR TRANSFER ALL OR ANY PART OF THE COMMON AREA TO ANY PUBLIC AGENCY, AUTHORITY, OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. NO SUCH DEDICATION OR TRANSFER SHALL BE EFFECTIVE UNLESS AN INSTRUMENT HAS BEEN SIGNED BY TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS, AGREEING TO SUCH DEDICATION, SALE OR TRANSFER;

(F) PARTICIPATE IN MERGERS AND CONSOLIDATIONS WITH OTHER NON-PROFIT CORPORATIONS ORGANIZED FOR THE SAME PURPOSES OR ANNEX ADDITIONAL RESIDENTIAL PROPERTY AND COMMON AREA, PROVIDED THAT ANY SUCH MERGER, CONSOLIDATION OR ANNEXATION SHALL HAVE THE ASSENT OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS, EXCEPT AS PROVIDED OTHERWISE IN THE DECLARATION;

(G) HAVE AND TO EXERCISE ANY AND ALL POWERS, RIGHTS AND PRIVILEGES WHICH A CORPORATION ORGANIZED UNDER THE NON-PROFIT CORPORATION LAW OF THE STATE OF FLORIDA BY LAW MAY NOW OR HEREAFTER HAVE OR EXERCISE AND NOT IN CONFLICT WITH THESE ARTICLES;

(H) TO MAINTAIN, REPAIR, REPLACE AND OPERATE THE COMMON AREAS OF THE PROPERTY;

(I) TO PURCHASE INSURANCE UPON THE COMMON AREAS OF THE PROPERTY AND INSURANCE FOR THE PROTECTION OF THE ASSOCIATION AND ITS MEMBERS;

(J) TO RECONSTRUCT IMPROVEMENTS TO THE COMMON AREA AFTER CASUALTY AND FURTHER IMPROVE THE PROPERTY;

(K) TO MAKE AND AMEND REASONABLE RULES AND REGULATIONS RESPECTING THE MAINTENANCE, UPKEEP, AND USE OF THE COMMON AREAS OF THE PROPERTY.

ARTICLE IV MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS THE RECORD OWNER OF A FEE OR UNDIVIDED FEE INTEREST IN ANY LOT WHICH IS A PART OF THE SUBJECT PROPERTY, AND SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION, INCLUDING CONTRACT SELLERS, SHALL BE A MEMBER OF THE ASSOCIATION. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES WHO HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

ARTICLE V VOTING RIGHTS

THE ASSOCIATION SHALL HAVE TWO (2) CLASSES OF VOTING MEMBERSHIP:

CLASS A. CLASS A MEMBERS SHALL BE ALL OWNERS WITH THE EXCEPTION OF THE DECLARANT AND SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT OWNED. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY, AMONG THEMSELVES SHALL DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THERE SHALL BE NO CUMULATIVE VOTING.

CLASS B. THE CLASS B MEMBERS SHALL BE THE DECLARANT (AS DEFINED IN THE DECLARATION) AND SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED. CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

A. WHEN THE TOTAL VOTES OUTSTANDING IN CLASS A MEMBERSHIP EQUAL THE TOTAL VOTES OUTSTANDING IN THE CLASS B MEMBERSHIP OR

B. ON JULY 1, 1980.

**ARTICLE VI
BOARD OF DIRECTORS**

THE AFFAIRS OF THIS ASSOCIATION SHALL BE MANAGED BY A BOARD OF NOT LESS THAN THREE (3) NOR MORE THAN NINE (9) DIRECTORS WHO SHALL BE MEMBERS OF THE ASSOCIATION, EXCEPTING THAT UNTIL CLASS B MEMBERSHIP HAS CEASED AND HAS BEEN CONVERTED TO CLASS A MEMBERSHIP, THE MEMBERS OF THE BOARD OF DIRECTORS NEED NOT BE MEMBERS OF THE ASSOCIATION, AND THE INITIAL BOARD OF DIRECTORS AND THE SUCCEEDING BOARD, UNTIL SUCH TIME AS THE CLASS B MEMBERSHIP HAS CEASED AND HAS BEEN CONVERTED TO CLASS A MEMBERSHIP, SHALL BE COMPRISED OF THREE (3) MEMBERS DIRECTORS UNTIL THE SELECTION OF THEIR SUCCESSORS ARE:

NAME	ADDRESS
STEPHEN KAPELOW	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055
PAUL KAPELOW	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055
JACK HARRIS	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055

THE INITIAL BOARD OF DIRECTORS HEREIN DESIGNATED SHALL SERVE UNTIL CLASS B MEMBERSHIP HAS EASED AND HAS BEEN CONVERTED TO CLASS A MEMBERSHIP AND UNTIL THE FIRST ANNUAL MEMBERSHIP MEETING THEREAFTER, AT WHICH TIME THE MEMBERS SHALL ELECT THREE (3) DIRECTORS FOR A TERM OF ONE (1) YEAR, THREE (3) DIRECTORS FOR A TERM OF TWO (2) YEARS, AND THREE (3) DIRECTORS FOR A TERM OF THREE (3) YEARS AND AT EACH ANNUAL MEETING, THEREAFTER, THE MEMBERS SHALL ELECT THREE (3) DIRECTORS FOR A TERM OF THREE (3) YEARS, PROVIDED, HOWEVER, THAT SO LONG AS THE DECLARANT IS THE OWNER OF ONE (1) OR MORE UNITS WITHIN THE SUBJECT PROPERTY AND CONTINUES TO HOLD SAID UNIT OR UNITS FOR SALE IN THE ORDINARY COURSE OF BUSINESS, THEN THE DECLARANT SHALL BE ENTITLED TO DESIGNATE ONE (1) MEMBER TO SERVE ON THE BOARD OF DIRECTORS, NOTWITHSTANDING THE FACT THAT CLASS B STOCK HAS CEASED TO EXIST AND HAS BEEN CONVERTED TO CLASS A STOCK. ANY VACANCY ON THE BOARD OF DIRECTORS SHALL BE FILLED FOR THE UNEXPIRED TERM OF THE VACATED OFFICE BY THE REMAINING DIRECTORS, PROVIDED HOWEVER, THAT SHOULD SAID VACANCY OCCUR IN THE BOARD MEMBER DESIGNATED BY THE DECLARANT, THEN SAID VACANCY SHALL BE FILLED BY THE DECLARANT, PROVIDED THE DECLARANT CONTINUES TO HOLD AT LEAST ONE (1) UNIT FOR SALE IN THE ORDINARY COURSE OF BUSINESS. DIRECTORS MAY ADDITIONALLY BE REMOVED IN THE MANNERS PROVIDED FOR IN THE BY-LAWS.

**ARTICLE VII
OFFICERS**

THE ASSOCIATION SHALL BE ADMINISTERED BY THE OFFICERS DESIGNATED IN THE BY-LAWS. THE OFFICERS SHALL BE ELECTED BY THE BOARD OF DIRECTORS AT ITS FIRST MEETING FOLLOWING THE ANNUAL MEETING OF THE MEMBERS OF THE ASSOCIATION AND SHALL SERVE AT THE PLEASURE OF THE MEMBERS OF THE BOARD OF DIRECTORS. THE NAMES AND ADDRESSES OF THE OFFICERS THAT SHALL SERVE UNTIL THEIR SUCCESSORS ARE DESIGNATED BY THE BOARD OF DIRECTORS IS AS FOLLOWS:

NAME	OFFICE	ADDRESS
JACK HARRIS	PRESIDENT	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055
STEPHEN KAPELOWS	VICE-PRESIDENT	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055
PAUL KAPELOW	SECRETARY	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055

**ARTICLE VIII
BY-LAWS**

THE FIRST BY-LAWS OF THE ASSOCIATION SHALL BE ADOPTED BY THE BOARD OF DIRECTORS AND MAY BE ALTERED, AMENDED OR RESCINDED IN THE MANNER PROVIDED BY THE BY-LAWS.

**ARTICLE IX
INDEMNIFICATION**

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 PROCEEDING OR ANY SETTLEMENT OF ANY PROCEEDING TO WHICH HE MAY BE A PARTY OR ANY SETTLEMENT OF ANY PROCEEDING TO WHICH HE MAY BE A PARTY OR TO WHICH HE MAY BECOME INVOLVED BY REASON OF HIS BEING OR HAVING BEEN A DIRECTOR OR OFFICER OF THE ASSOCIATION, WHETHER OR NOT HE IS A DIRECTOR OR OFFICER AT THE TIME SUCH EXPENSES ARE INCURRED, EXCEPT WHEN 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 SHALL APPLY ONLY WHEN THE BOARD OF DIRECTORS APPROVES SUCH SETTLEMENT AND REIMBURSEMENT IS 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 X
DISSOLUTION**

THE ASSOCIATION MAY BE DISSOLVED WITH THE ASSENT GIVEN IN WRITING AND SIGNED BY NOT LESS THAN TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS. UPON DISSOLUTION OF THE ASSOCIATION, OTHER THAN INCIDENT TO A MERGER OR CONSOLIDATION, THE ASSETS OF THE ASSOCIATION SHALL BE DEDICATED TO AN APPROPRIATE PUBLIC AGENCY TO BE USED FOR PURPOSES SIMILAR TO THOSE FOR WHICH THIS ASSOCIATION WAS CREATED. IN THE EVENT THAT SUCH DEDICATION IS REFUSED ACCEPTANCE, SUCH ASSETS SHALL BE GRANTED CONVEYED AND ASSIGNED TO ANY NON-PROFIT CORPORATION, ASSOCIATION, TRUST OR OTHER ORGANIZATION TO BE DEVOTED TO SUCH SIMILAR PURPOSES.

**ARTICLE XI
TERM**

THE TERM OF THIS ASSOCIATION SHALL BE PERPETUAL.

**ARTICLE XII
AMENDMENTS**

AMENDMENTS TO THESE ARTICLES SHALL BE PROPOSED AND ADOPTED IN THE FOLLOWING MANNER:

(A) A NOTICE OF THE SUBJECT MATTER OF THE PROPOSED AMENDMENT SHALL BE INCLUDED IN THE NOTICE OF ANY MEETINGS AT WHICH THE PROPOSED AMENDMENT IS CONSIDERED.

(B) A RESOLUTION FOR THE ADOPTION OF THE PROPOSED AMENDMENT MAY BE PROPOSED EITHER BY 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 PROVIDED THAT SUCH APPROVAL IS DELIVERED TO THE SECRETARY AT OR PRIOR TO THE MEETING. EXCEPT AT ELSEWHERE PROVIDED, AMENDMENTS TO THOSE ARTICLES SHALL REQUIRE THE ASSENT OF SEVENTY-FIVE PERCENT (75%) OF THE ENTIRE MEMBERSHIP OF THE ASSOCIATION AND SEVENTY-FIVE PERCENT (75%) OF THE MEMBERS OF THE BOARD OF DIRECTORS.

(C) A COPY OF EACH AMENDMENT SHALL BE FILED WITH THE SECRETARY OF STATE OR ITS SUCCESSOR.

**ARTICLE XIII
SUBSCRIBERS**

THE NAMES AND ADDRESSES OF THE SUBSCRIBERS OF THESE ARTICLES OF INCORPORATION ARE AS FOLLOWS:

NAME	ADDRESS
PAUL KAPELOW	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055
STEPHEN KAPELOW	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055
JACK HARRIS	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055

IN WITNESS WHEREOF, FOR THE PURPOSE OF FORMING THIS CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, WE, THE UNDERSIGNED, CONSTITUTING THE SUBSCRIBERS OF THIS ASSOCIATION, HAVE EXECUTED THESE ARTICLES OF INCORPORATION THIS 22 DAY OF OCTOBER, 1976.

PAUL KAPELOW

STEPHEN KAPELOW

JACK HARRIS

STATE OF FLORIDA)

COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED BEFORE ME AS TO STEPHEN KAPELOW, PAUL KAPELOW AND JACK HARRIS, THIS 22 DAY OF OCTOBER, 1976.

**BY-LAWS
OF
CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
IDENTITY**

THE NAME OF THE CORPORATION IS CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., HEREINAFTER REFERRED TO AS "ASSOCIATION", A CORPORATION NOT-FOR-PROFIT ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA. THE ASSOCIATION HAS BEEN ORGANIZED FOR THE PURPOSE OF ADMINISTERING TO THE COMMON AREAS OF CEDARWOODS TOWNHOUSES, A DEVELOPMENT LOCATED UPON THE FOLLOWING LAND IN BROWARD COUNTY, FLORIDA.

PARCEL #3

A PORTION OF TRACTS 1 THROUGH 16, A PORTION OF TRACTS 28 THROUGH 32 IN SECTION 7, TOWNSHIP 51 SOUTH, RANGE 41 EAST, A PORTION OF TRACT 1, IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 40 EAST AND THOSE PORTIONS OF RIGHTS-OF-WAY ADJACENT THERETO, "EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND A PORTION OF TRACT "A" AND TRACT "C" "PEMBROKE LAKES SECTION ONE" AS RECORDED IN PLAT BOOK 76 AT PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, CONTAINING 75.26 ACRES MORE OR LESS.

AND FOR THE PURPOSES OF ADMINISTERING THE COMMON AREAS OF SUCH OTHER HOUSING DEVELOPMENTS AS MAY BE ANNEXED INTO THE SAID CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION. THE PRINCIPAL OFFICE OF THE CORPORATION SHALL BE LOCATED AT 3700 N. W. 213TH STREET, MIAMI, FLORIDA, 33055, BUT THE MEETING OF MEMBERS AND DIRECTORS MAY BE HELD AT SUCH PLACES WITHIN THE STATE OF FLORIDA, COUNTY OF BROWARD AS MAY BE DESIGNATED BY THE BOARD OF DIRECTORS.

THE FISCAL YEAR OF THE ASSOCIATION SHALL BE THE CALENDAR YEAR.

THE SEAL OF THE CORPORATION SHALL BEAR THE NAME OF THE CORPORATION, THE WORD "FLA", THE WORDS "CORPORATION NOT-FOR-PROFIT" AND THE YEAR OF INCORPORATION, AN IMPRESSION OF WHICH IS AS FOLLOWS:

**ARTICLE II
DEFINITIONS**

SECTION 1. "ASSOCIATION". SHALL MEAN AND REFER TO CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS.

SECTION 2. "PROPERTIES". SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY DESCRIBED IN THE CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.

SECTION 3. "COMMON AREA". SHALL MEAN ALL REAL PROPERTY OWNED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS.

SECTION 4. "LOT". SHALL MEAN AND REFER TO ANY PLOT OF LAND SHOWN UPON ANY RECORDED SUBDIVISION MAP OF THE PROPERTIES, UPON WHICH A RESIDENCE MAY BE CONSTRUCTED, WITH THE EXCEPTION OF THE COMMON AREA.

SECTION 5. "OWNER". SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTIES, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.

SECTION 6. "DECLARANT". SHALL MEAN AND REFER TO PEMBROKE TOWNHOUSES, INC., A FLORIDA CORPORATION, ITS SUCCESSORS AND ASSIGNS IF SUCH SUCCESSORS OR ASSIGNS SHOULD ACQUIRE MORE THAN ONE UNDEVELOPED LOT FROM THE DECLARANT FOR THE PURPOSE OF DEVELOPMENT.

SECTION 7. "DECLARATION". SHALL MEAN AND REFER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE PROPERTIES RECORDED IN THE OFFICE OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SECTION 8. "MEMBER". SHALL MEAN AND REFER TO THOSE PERSONS ENTITLED TO MEMBERSHIP AS PROVIDED IN THE ARTICLES.

SECTION 9. "ARTICLES". SHALL REFER TO THE ARTICLES OF INCORPORATION OF CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

ARTICLE III MEETING OF MEMBERS

SECTION 1. "ANNUAL MEETINGS". THE FIRST ANNUAL MEETING OF THE MEMBERS SHALL BE HELD ON OR BEFORE ONE (1) YEAR FROM THE DATE OF INCORPORATION OF THE ASSOCIATION, AND EACH SUBSEQUENT REGULAR ANNUAL MEETING OF THE MEMBERS SHALL BE HELD ON THE SAME DAY OF THE SAME MONTH OF EACH YEAR THEREAFTER, AT SUCH TIME AND PLACE AS MIGHT BE DETERMINED BY THE BOARD OF DIRECTORS.

SECTION 2. "SPECIAL MEETINGS". SPECIAL MEETINGS OF THE MEMBERS MAY BE CALLED AT ANY TIME BY THE PRESIDENT OR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION ("BOARD") OR UPON WRITTEN REQUEST OF THE MEMBERS WHO ARE ENTITLED TO VOTE ONE-FOURTH (1/4) OF ALL OF THE VOTES OF BOTH CLASS A AND CLASS B MEMBERSHIP.

SECTION 3. "NOTICE OF MEETINGS". WRITTEN NOTICES OF EACH MEETING OF THE MEMBERS SHALL BE GIVEN BY, OR AT THE DIRECTION OF, THE SECRETARY OR PERSON AUTHORIZED TO CALL THE MEETING, BY MAILING A COPY OF SUCH NOTICE, POSTAGE PREPAID, AT LEAST FIFTEEN (15) DAYS BEFORE SUCH MEETING TO EACH MEMBER ENTITLED TO VOTE THEREAT, ADDRESSED TO THE MEMBER'S ADDRESS LAST APPEARING ON THE BOOKS OF THE ASSOCIATION, OR SUPPLIED BY SUCH MEMBER TO ASSOCIATION FOR THE PURPOSE OF NOTICE. SUCH NOTICE SHALL SPECIFY THE PLACE, DAY AND HOUR OF THE MEETING, AND, IN THE CASE OF A SPECIAL MEETING, THE PURPOSE OF THE MEETING.

SECTION 4. "QUORUM". THE PRESENCE AT THE MEETING OF MEMBERS ENTITLED TO CAST, OR OF PROXIES ENTITLED TO CAST, ONE-TENTH (1/10) OF THE COMBINED VOTES OF MEMBERSHIP SHALL CONSTITUTE A QUORUM FOR ANY ACTION EXCEPT AS OTHERWISE PROVIDED FOR IN THE ARTICLES, THE DECLARATION OR THESE BY-LAWS. IF, HOWEVER, SUCH QUORUM SHALL NOT BE PRESENT OR REPRESENTED AT ANY MEETING, THE MEMBERS ENTITLED TO VOTE THEREAT SHALL HAVE THE 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 REPRESENTED.

SECTION 5. "VOTING". AT ANY MEETING OF MEMBERS, THE OWNERS OF UNITS SHALL BE ENTITLED TO CAST SUCH VOTES TO WHICH THEY MIGHT BE ENTITLED AS DEFINED IN THE ARTICLES OF INCORPORATION OF THE ASSOCIATION. CLASS A MEMBERS SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH UNIT OWNED, AND CLASS B MEMBERS SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH UNIT OWNED. CLASS A AND CLASS B MEMBERS SHALL BE AS DEFINED IN THE ARTICLES OF INCORPORATION OF THE ASSOCIATION.

SECTION 6. "PROXIES". AT ALL MEETINGS OF MEMBERS, EACH MEMBER MAY VOTE IN PERSON OR BY PROXY. ALL PROXIES SHALL BE IN WRITING AND FILED WITH THE SECRETARY. EVERY PROXY SHALL BE REVOCABLE AND SHALL AUTOMATICALLY CEASE UPON CONVEYANCE BY THE MEMBER OF HIS UNIT.

SECTION 7. "ORDER OF BUSINESS". THE ORDER OF BUSINESS AT ANNUAL MEMBERS MEETINGS, AND AS FAR AS PRACTICAL AT OTHER MEETINGS SHALL BE:

- A. CALLING OF THE ROLE AND CERTIFYING OF PROXIES;
- B. PROOF OF NOTICE OF MEETINGS;
- C. READING OF MINUTES;
- D. REPORT OF OFFICERS;
- E. REPORT OF COMMITTEES;
- F. APPOINTMENT OF CHAIRMAN OF INSPECTION OF ELECTION;
- G. ELECTION OF DIRECTORS;
- H. UNFINISHED BUSINESS;
- I. NEW BUSINESS;
- J. ADJOURNMENT.

ARTICLE IV DIRECTORS

SECTION I. "SELECTION, NUMBER, TERM". THE AFFAIRS OF THIS ASSOCIATION SHALL BE MANAGED BY A BOARD OF FROM THREE (3) TO NINE (9) DIRECTORS, WHO SHALL BE MEMBERS OF THE ASSOCIATION, EXCEPT THAT UNTIL CLASS B MEMBERSHIP HAS CEASED AND HAS BEEN CONVERTED TO CLASS A MEMBERSHIP, THE MEMBERS OF THE BOARD NEED NOT BE MEMBERS OF THE ASSOCIATION AND THE INITIAL BOARD OF DIRECTORS SHALL BE COMPRISED OF THREE (3) MEMBERS. THE NAMES AND ADDRESSES OF THE PERSONS WHO SHALL SERVE AS DIRECTORS UNTIL THE SELECTION OF THEIR SUCCESSORS ARE:

NAME	ADDRESS
PAUL KAPELOW	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055
STEPHEN KAPELOW	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055
JACK HARRIS	3700 N. W. 213TH STREET MIAMI, FLORIDA 33055

THE INITIAL BOARD HEREIN DESIGNATED SHALL SERVE UNTIL CLASS B MEMBERSHIP HAS CEASED AND HAS BEEN CONVERTED TO CLASS A MEMBERSHIP AND UNTIL THE FIRST ANNUAL MEMBERSHIP MEETING THEREAFTER, AT WHICH TIME THE MEMBERS SHALL ELECT A NEW BOARD WITH ONE-THIRD (1/3) FOR A TERM OF TWO (2) YEARS, AND ONE-THIRD (1/3) FOR A TERM OF THREE (3) YEARS. AT EACH ANNUAL MEETING THEREAFTER, THE MEMBERS SHALL ELECT ONE-THIRD (1/3) OF THE DIRECTORS FOR A TERM OF THREE (3) YEARS. ANY VACANCY ON THE BOARD SHALL BE FILLED FOR THE UNEXPIRED TERM OF THE VACATED OFFICE BY THE REMAINING DIRECTORS, PROVIDED, HOWEVER, THAT DECLARANT SHALL, SO LONG AS IT IS THE OWNER OF ANY UNITS IN THE PROJECT AND CONTINUES TO HOLD SAID UNITS FOR SALE IN THE ORDINARY COURSE OF BUSINESS, BE ENTITLED TO DESIGNATE ONE (1) MEMBER TO SERVE ON THE BOARD OF DIRECTORS, WHICH MEMBER MAY NOT BE REMOVED FROM THE BOARD EXCEPT BY THE DECLARANT, AND SHOULD SAID MEMBER RESIGN FROM THE BOARD, HE WILL BE REPLACED BY THE DECLARANT.

SECTION 2. "REMOVAL". ANY DIRECTOR, EXCEPT THE ORIGINAL DIRECTORS, OR THE DIRECTOR APPOINTED BY DECLARANT IN ACCORDANCE WITH THE ABOVE SECTION, MAY BE REMOVED FROM THE BOARD, WITH OR WITHOUT CAUSE, BY MAJORITY VOTE OF THE MEMBERS OF THE ASSOCIATION. IN THE EVENT OF DEATH, RESIGNATION OR REMOVAL OF A DIRECTOR, HIS SUCCESSOR SHALL BE SELECTED BY THE REMAINING DIRECTORS OF THE BOARD AND SHALL SERVE FOR THE UNEXPIRED TERM OF HIS PREDECESSOR.

SECTION 3. "COMPENSATION". NO DIRECTOR SHALL RECEIVE COMPENSATION FOR ANY SERVICE HE MAY RENDER TO THE ASSOCIATION. HOWEVER, ANY DIRECTOR MAY BE REIMBURSED FOR HIS ACTUAL EXPENSES INCURRED IN THE PERFORMANCE OF HIS DUTIES.

SECTION 4. "ACTION WITHOUT MEETING". THE DIRECTOR SHALL HAVE THE RIGHT TO TAKE ANY ACTION IN THE ABSENCE OF A MEETING WHICH THEY COULD TAKE AT A MEETING BY OBTAINING THE WRITTEN APPROVAL OF ALL DIRECTORS.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. "NOMINATION". NOMINATION FOR ELECTION TO THE BOARD SHALL BE MADE BY A NOMINATING COMMITTEE. NOMINATIONS MAY ALSO BE MADE FROM THE FLOOR AT THE ANNUAL MEETING. THE NOMINATING COMMITTEE SHALL CONSIST OF A CHAIRMAN, WHO SHALL BE A MEMBER OF THE BOARD, AND TWO (2) OR MORE MEMBERS OF THE ASSOCIATION. THE NOMINATING COMMITTEE SHALL BE APPOINTED BY THE BOARD OF DIRECTORS PRIOR TO EACH ANNUAL MEETING UNTIL THE CLOSE OF THE NEXT ANNUAL MEETING AND SUCH APPOINTMENT SHALL BE ANNOUNCED AT EACH ANNUAL MEETING. THE NOMINATING COMMITTEE SHALL MAKE AS MANY NOMINATIONS FOR ELECTION TO THE BOARD AS IT SHALL IN ITS DISCRETION DETERMINE, BUT NOT LESS THAN THE NUMBER OF VACANCIES THAT ARE TO BE FILLED.

SECTION 2. "ELECTION". ELECTION TO THE BOARD SHALL BE BY SECRET WRITTEN BALLOT. AT SUCH ELECTION, THE MEMBERS OR THEIR PROXIES MAY CAST, IN RESPECT TO EACH VACANCY, AS MANY VOTES AS THEY ARE ENTITLED TO EXERCISE UNDER THE PROVISIONS OF THE DECLARATION. THE PERSONS RECEIVING THE LARGEST NUMBER OF VOTES SHALL BE ELECTED. CUMULATIVE VOTING IS NOT PERMITTED.

ARTICLE VI

MEETING OF DIRECTORS

SECTION 1. "REGULAR MEETINGS". REGULAR MEETINGS OF THE BOARD SHALL BE HELD AT SUCH TIME AND PLACE AS SHALL BE FIXED FROM TIME TO TIME BY A MAJORITY OF THE BOARD. NOTICE OF SAID MEETING SHALL BE GIVEN TO EACH DIRECTOR, PERSONALLY OR BY MAIL, TELEPHONE OR TELEGRAPH, AT LEAST FIVE (5) DAYS PRIOR TO EACH MEETING, BUT NOTHING CONTAINED HEREIN SHALL BE DEEMED TO DISALLOW ANY DIRECTOR'S WAIVER OF SAID NOTICE. SHOULD SAID MEETING FALL UPON A LEGAL HOLIDAY, THEN THE MEETING SHALL BE HELD AT THE SAME TIME ON THE NEXT DAY WHICH IS NOT A LEGAL HOLIDAY. THIS SECTION SHALL NOT BE CONSTRUED AS TO REQUIRE REGULAR MEETING OF THE BOARD OF DIRECTORS.

SECTION 2. "SPECIAL MEETING". SPECIAL MEETINGS OF THE BOARD SHALL BE HELD WHEN CALLED BY THE PRESIDENT OF THE ASSOCIATION OR BY ANY TWO (2) DIRECTORS, AFTER NOT LESS THAN THREE (3) DAYS NOTICE TO EACH DIRECTOR.

SECTION 3. "ORGANIZATION MEETING". THE ORGANIZATIONAL MEETING OF A NEWLY ELECTED BOARD OF DIRECTORS SHALL BE HELD WITHIN TEN (10) DAYS OF THEIR ELECTION AT SUCH TIME AND PLACE AS SHALL BE FIXED BY THE DIRECTORS AT THE MEETING AT WHICH THEY ARE ELECTED, AND NO FURTHER NOTICE OF THE ORGANIZATIONAL MEETING SHALL BE NECESSARY.

SECTION 4. "QUORUM". A MAJORITY OF THE NUMBER OF DIRECTORS SHALL CONSTITUTE A QUORUM FOR THE TRANSACTION OF BUSINESS. EVERY ACT OR DECISION DONE OR MADE BY A MAJORITY OF THE DIRECTORS PRESENT AT A DULY HELD MEETING AT WHICH A QUORUM IS PRESENT SHALL BE REGARDED AS THE ACT OF THE BOARD.

SECTION 5. "WAIVER OF NOTICE". ANY DIRECTOR MAY WAIVE NOTICE OF A MEETING BEFORE OR AFTER THE MEETING, AND SUCH WAIVER SHALL BE DEEMED EQUIVALENT TO THE GIVING OF NOTICE.

SECTION 6. "JOINDER IN MINUTES". THE JOINDER OF A DIRECTOR IN THE ACTION OF A MEETING BY SIGNING AND CONCURRING IN THE MINUTES OF THAT MEETING SHALL CONSTITUTE THE PRESENCE OF SUCH DIRECTOR FOR THE PURPOSE OF DETERMINING A QUORUM.

SECTION 7. "PRESIDING OFFICER". THE PRESIDING OFFICER OF THE DIRECTORS' MEETINGS SHALL BE THE CHAIRMAN OF THE BOARD IF SUCH AN OFFICER HAS BEEN ELECTED, AND IF NONE, THE PRESIDENT SHALL PRESIDE. IN THE ABSENCE OF THE PRESIDING OFFICER THE DIRECTORS SHALL DESIGNATE ONE OF THEIR MEMBERS TO PRESIDE.

SECTION 8. "ORDER OF BUSINESS". THE ORDER OF BUSINESS AT DIRECTORS' MEETINGS SHALL BE:

- A. CALLING OF ROLE;
- B. PROOF OF NOTICE OF MEETING;
- C. READING OF MINUTES;
- D. REPORT OF OFFICERS AND COMMITTEES;
- E. ELECTION OF OFFICERS;
- F. UNFINISHED BUSINESS;
- G. NEW BUSINESS;
- H. ADJOURNMENT.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. "POWERS". THE BOARD SHALL HAVE THE POWER TO: (A) ADOPT AND PUBLISH RULES AND REGULATIONS GOVERNING THE USE OF THE COMMON AREA AND FACILITIES AND THE PERSONAL CONDUCT OF THE MEMBERS AND THEIR GUESTS THEREON, AND TO ESTABLISH PENALTIES FOR THE INFRACTION THEREOF; (B) SUSPEND THE VOTING RIGHTS OF A MEMBER AND HIS RIGHT TO USE RECREATIONAL FACILITIES DURING ANY PERIOD IN WHICH SUCH MEMBER SHALL BE IN DEFAULT IN THE PAYMENT OF AN ASSESSMENT LEVIED BY THE ASSOCIATION. SUCH RIGHTS MAY ALSO BE SUSPENDED, AFTER NOTICE AND HEARING, FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS FOR INFRACTION OF PUBLISHED RULES AND REGULATIONS; (C) EXERCISE FOR THE ASSOCIATION ALL POWERS, DUTIES AND AUTHORITY VESTED IN OR DELEGATED TO THE ASSOCIATION AND NOT RESERVED TO THE MEMBERSHIP BY OTHER PROVISIONS OF THESE BY-LAWS, THE ARTICLES OR THE DECLARATION; (D) DECLARE THE OFFICE OF A MEMBER OF THE BOARD TO BE VACANT IN THE EVENT SUCH MEMBER SHALL BE ABSENT FROM THREE (3) CONSECUTIVE MEETINGS OF THE BOARD OF DIRECTORS, PROVIDED, HOWEVER, THAT CONCURRENCE IN THE MINUTES OF THE MEETING AS PROVIDED FOR HEREIN SHALL CONSTITUTE PRESENCE AT SAID MEETING; (E) EMPLOY SUCH EMPLOYEES AS THEY DEEM NECESSARY AND PRESCRIBE THEIR DUTIES; (F) EXERCISE SUCH OTHER POWERS AS GIVEN BY FLORIDA STATUTES AND NOT IN CONFLICT HERewith.

SECTION 2. "DUTIES". IT SHALL BE THE DUTY OF THE BOARD TO: (A) CAUSE TO BE KEPT A COMPLETE RECORD OF ALL ITS ACTS AND CORPORATE AFFAIRS AND TO PRESENT A STATEMENT THEREOF TO THE MEMBERS AT AN ANNUAL MEETING OF THE MEMBERS; (B) SUPERVISE ALL OFFICERS, AGENTS AND EMPLOYEES OF THE ASSOCIATION, AND DETERMINE THAT THEIR DUTIES ARE PROPERLY PERFORMED; (C) AS MORE FULLY PROVIDED IN THE DECLARATION, TO:

1. FIX THE AMOUNT OF THE ANNUAL ASSESSMENT AGAINST EACH UNIT AT LEAST THIRTY (30) DAYS IN ADVANCE OF EACH ANNUAL ASSESSMENT PERIOD;
2. SEND WRITTEN NOTICE OF EACH ASSESSMENT TO EVERY OWNER SUBJECT THERETO AT LEAST THIRTY (30) DAYS IN ADVANCE OF EACH ANNUAL ASSESSMENT PERIOD; AND
3. FORECLOSE THE LIEN AGAINST ANY UNIT FOR WHICH ASSESSMENTS ARE NOT PAID WITHIN THIRTY (30) DAYS AFTER DUE DATE AND/OR BRING AN ACTION AT LAW AGAINST THE

OWNER PERSONALLY OBLIGATED TO PAY THE SAME.

(D) ISSUE, OR TO CAUSE AN APPROPRIATE OFFICE TO ISSUE, UPON DEMAND BY ANY PERSON, A CERTIFICATE SETTING FORTH WHETHER OR NOT ANY ASSESSMENT HAS BEEN PAID. A REASONABLE CHARGE MAY BE MADE BY THE BOARD FOR THE ISSUANCE OF THESE CERTIFICATES. IF A CERTIFICATE STATES AN ASSESSMENT HAS BEEN PAID, SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF SUCH PAYMENT; (E) PROCURE AND MAINTAIN ADEQUATE LIABILITY AND HAZARD INSURANCE ON PROPERTY OWNED BY THE ASSOCIATION; (F) CAUSE ALL OFFICERS OR EMPLOYEES HAVING FISCAL

RESPONSIBILITIES TO BE BONDED, AS IT MAY DEEM APPROPRIATE; (G) CAUSE THE COMMON AREA TO BE MAINTAINED.

ARTICLE VIII OFFICERS AND THEIR DUTIES

SECTION 1. "ENUMERATION OF OFFICERS". THE OFFICERS OF THIS ASSOCIATION SHALL BE A PRESIDENT AND A VICE-PRESIDENT, WHO SHALL AT ALL TIMES BE MEMBERS OF THE BOARD, A SECRETARY AND A TREASURER, AND SUCH OTHER OFFICERS AS THE BOARD MAY FROM TIME TO TIME, BY RESOLUTION CREATE.

SECTION 2. "ELECTION OF OFFICERS". THE ELECTION OF OFFICERS SHALL TAKE PLACE AT THE FIRST MEETING OF THE BOARD FOLLOWING EACH ANNUAL MEETING OF THE MEMBERS.

SECTION 3. "TERM". THE OFFICERS OF THE ASSOCIATION SHALL BE ELECTED ANNUALLY BY THE BOARD AND EACH SHALL HOLD OFFICE FOR ONE (1) YEAR UNLESS HE SHALL SOONER RESIGN, OR SHALL BE REMOVED, OR OTHERWISE DISQUALIFIED TO SERVE.

SECTION 4. "SPECIAL APPOINTMENTS". THE BOARD MAY ELECT SUCH OTHER OFFICERS AS THE AFFAIRS OF THE ASSOCIATION MAY REQUIRE EACH OF WHOM SHALL HOLD OFFICE FOR SUCH PERIOD, HAVE SUCH AUTHORITY AND PERFORM SUCH DUTIES AS THE BOARD MAY, FROM TIME TO TIME, DETERMINE.

SECTION 5. "RESIGNATION AND REMOVAL". ANY OFFICER MAY BE REMOVED FROM OFFICE WITH OR WITHOUT CAUSE BY THE BOARD. ANY OFFICER MAY RESIGN AT ANY TIME GIVING WRITTEN NOTICE TO THE BOARD, THE PRESIDENT OR THE SECRETARY. SUCH RESIGNATION SHALL TAKE EFFECT ON THE DATE OF RECEIPT OF SUCH NOTICE OR AT ANY LATER TIME SPECIFIED THEREIN, AND UNLESS OTHERWISE SPECIFIED THEREIN, THE ACCEPTANCE OF SUCH RESIGNATION SHALL NOT BE NECESSARY TO MAKE IT EFFECTIVE.

SECTION 6. "VACANCIES". A VACANCY IN ANY OFFICE MAY BE FILLED BY APPOINTMENT BY THE BOARD. THE OFFICER APPOINTED TO SUCH VACANCY SHALL SERVE FOR THE REMAINDER OF THE TERM OF THE OFFICER HE REPLACES.

SECTION 7. "MULTIPLE OFFICERS". THE OFFICES OF SECRETARY AND TREASURER MAY BE HELD BY THE SAME PERSON. NO PERSON SHALL SIMULTANEOUSLY HOLD MORE THAN ONE OF ANY OF THE OTHER OFFICES EXCEPT IN THE CASE OF SPECIAL OFFICES CREATED PURSUANT TO SECTION 4 OF THIS ARTICLE.

SECTION 8. "COMPENSATION". COMPENSATION OF ALL OFFICERS AND EMPLOYEES OF THE ASSOCIATION SHALL BE FIXED BY THE DIRECTORS, BUT THIS PROVISION SHALL NOT BE DEEMED TO REQUIRE THAT COMPENSATION BE PAID TO SAID OFFICERS.

SECTION 9. "DUTIES". THE DUTIES OF THE OFFICERS ARE AS FOLLOWS:

PRESIDENT

THE PRESIDENT SHALL PRESIDE AT ALL MEETINGS OF THE BOARD, SHALL SEE THAT ORDERS AND RESOLUTIONS OF THE BOARD ARE CARRIED OUT, SHALL SIGN ALL LEASES, MORTGAGES, DEEDS AND OTHER WRITTEN INSTRUMENTS AND SHALL CO-SIGN ALL CHECKS AND PROMISSORY NOTES.

VICE-PRESIDENT

THE VICE-PRESIDENT SHALL ACT IN THE PLACE AND STEAD OF THE PRESIDENT IN THE EVENT OF HIS ABSENCE, INABILITY OR REFUSAL TO ACT, AND SHALL EXERCISE AND DISCHARGE SUCH OTHER DUTIES AS MAY BE REQUIRED OF HIM BY THE BOARD.

SECRETARY

THE SECRETARY SHALL RECORD THE VOTES AND KEEP THE MINUTES OF ALL MEETINGS AND PROCEEDINGS OF THE BOARD AND OF THE MEMBERS, KEEP THE CORPORATE SEAL OF THE ASSOCIATION AND AFFIX IT TO ALL PAPERS REQUIRING SAID SEAL, SERVE NOTICE OF MEETINGS OF THE BOARD AND OF THE MEMBERS, KEEP APPROPRIATE CURRENT RECORDS SHOWING THE MEMBERS OF THE ASSOCIATION TOGETHER WITH THEIR ADDRESSES AND PERFORM SUCH OTHER DUTIES AS REQUIRED BY THE BOARD.

TREASURER

THE TREASURER SHALL RECEIVE AND DEPOSIT IN APPROPRIATE BANK ACCOUNTS ALL MONIES OF THE ASSOCIATION, DISBURSE SUCH FUNDS AS DIRECTED BY RESOLUTION OF THE BOARD, SIGN ALL CHECKS AND PROMISSORY NOTES OF THE ASSOCIATION, KEEP PROPER BOOKS OF ACCOUNT, CAUSE AN ANNUAL AUDIT OF THE ASSOCIATION'S BOOKS TO BE MADE BY A PUBLIC ACCOUNTANT AT THE COMPLETION OF EACH FISCAL YEAR, PREPARE AN ANNUAL BUDGET AND STATEMENT OF INCOME AND EXPENDITURES TO BE PRESENTED TO THE MEMBERSHIP AT ITS REGULAR ANNUAL MEETING AND DELIVER A COPY OF EACH TO THE MEMBERS.

ARTICLE IX COMMITTEES

THE BOARD SHALL APPOINT AN ARCHITECTURAL CONTROL COMMITTEE, AS PROVIDED IN THE DECLARATION, AND A NOMINATING COMMITTEE, AS PROVIDED IN THESE BY-LAWS. IN ADDITION, THE BOARD SHALL APPOINT OTHER COMMITTEES AS DEEMED APPROPRIATE IN CARRYING OUT ITS PURPOSE.

ARTICLE X BOOKS AND RECORDS

THE BOOKS, RECORDS AND PAPERS OF THE ASSOCIATION SHALL AT ALL TIMES, DURING REASONABLE BUSINESS HOURS, BE SUBJECT TO INSPECTION BY ANY MEMBER. THE DECLARATION, THE ARTICLES AND THESE BY-LAWS SHALL BE AVAILABLE FOR INSPECTION BY ANY MEMBER AT THE PRINCIPAL OFFICE OF THE ASSOCIATION, WHERE COPIES MAY BE PURCHASED AT REASONABLE COST.

ARTICLE XI ASSESSMENTS

AS MORE FULLY PROVIDED IN THE DECLARATION, EACH MEMBER IS OBLIGATED TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS WHICH ARE SECURED BY A CONTINUING LIEN UPON THE UNIT AGAINST WHICH THE ASSESSMENT IS MADE. ANY ASSESSMENTS WHICH ARE NOT PAID WHEN DUE AND PAYABLE SHALL BE DELINQUENT, AND IF THE ASSESSMENT IS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF TEN PERCENT (10%) PER ANNUM. THE ASSOCIATION MAY BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME OR FORECLOSE THE LIEN AGAINST THE UNIT. INTEREST, COSTS, AND REASONABLE ATTORNEYS' FEES INCURRED IN ANY SUCH ACTIONS SHALL BE ADDED TO THE AMOUNT OF SUCH ASSESSMENT. NO MEMBER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENT PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF HIS UNIT.

ARTICLE XII AMENDMENTS

SECTION 1. THESE BY-LAWS MAY BE AMENDED AT A REGULAR OR SPECIAL MEETING OF THE MEMBERS BY A VOTE OF A MAJORITY OF A QUORUM OF MEMBERS PRESENT IN PERSON OR BY PROXY, BOTH CLASSES, EXCEPT AS MAY BE ELSEWHERE PROVIDED IN THESE BY-LAWS, OR THE ARTICLES OF INCORPORATION OR THE DECLARATION OF RESTRICTIONS WITH REGARD TO THE RIGHTS OF THE DECLARANT WITH RESPECT TO AMENDMENTS REQUESTED BY THE FEDERAL HOUSING ADMINISTRATION, THE VETERANS ADMINISTRATION, OR OTHER GOVERNMENTALLY RELATED LENDING INSTITUTIONS.

SECTION 2. IN THE CASE OF ANY CONFLICT BETWEEN THE ARTICLES AND THESE BY-LAWS, THE ARTICLES SHALL CONTROL; AND IN THE CASE OF ANY CONFLICT BETWEEN THE DECLARATION AND THESE BY-LAWS, THE DECLARATION SHALL CONTROL.

SECTION 3. PROVIDED FURTHER, HOWEVER, THAT SO LONG AS THE DECLARANT OWNS ANY UNITS WHICH ARE BEING HELD FOR SALE IN THE ORDINARY COURSE OF BUSINESS, AND NOTWITHSTANDING THE FACT THAT CLASS B MEMBERSHIP MAY HAVE CEASED TO EXIST, NO AMENDMENT MAY:

- A. INTERFERE WITH THE DECLARANT'S EFFORTS TO SELL THOSE UNITS OWNED BY IT;
 - B. REMOVE THE DECLARANT'S RIGHT TO APPOINT AT LEAST ONE (1) MEMBER TO THE BOARD OF DIRECTORS;
 - C. ASSESS THE DECLARANT FOR CAPITAL IMPROVEMENTS WITHOUT HIS PRIOR WRITTEN CONSENT;
 - D. DENY THE DECLARANT THE RIGHT TO VOTE AS A CLASS A MEMBER WITH REGARD TO THOSE UNITS OWNED BY IT AFTER SUCH TIME AS CLASS B MEMBERSHIP HAS CEASED TO EXIST;
- AND
- E. REVOKE DECLARANT'S RIGHT TO BE EXCUSED FROM PAYMENTS OF REGULAR ASSESSMENTS BY VIRTUE OF HIS GUARANTEEING DEFICITS, AND PROVIDING SERVICES AS ELSEWHERE SET FORTH IN THE DECLARATION OF RESTRICTIONS AND ARTICLES OF INCORPORATION.

**ARTICLE XIII
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.

IN WITNESS WHEREOF, WE BEING ALL OF THE DIRECTORS OF CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., HAVE HEREUNTO SET OUR HANDS AND SEAL THIS 22 DAY OF OCTOBER, 1976

PAUL KAPELOW

STEPHEN KAPELOW

JACK HARRIS

STATE OF FLORIDA)
:
COUNTY OF DADE)

SWORN TO, AND SUBSCRIBED BEFORE ME AS TO THE ABOVE NAMED DIRECTORS THE DAY AND YEAR LAST ABOVE WRITTEN.

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF**

CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, MADE THIS 22 DAY OF OCTOBER, 1976, BY PEMBROKE TOWNHOUSES, INC., A
FLORIDA CORPORATION, HEREFTER REFERRED TO AS "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN PROPERTY IN BROWARD COUNTY, FLORIDA,
MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, AND
HEREINAFTER REFERRED TO AS "PROPERTY"; AND

WHEREAS, DECLARANT PLANS TO DEVELOP THE PROPERTY BY CONSTRUCTING RESIDENTIAL
DWELLING UNITS ON SAME; AND

WHEREAS, IN ORDER TO PRESERVE AND PROTECT THE VALUE AND DESIRABILITY OF THE
PROPERTY, DECLARANT DEEMS IT PRUDENT TO PLACE THIS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF RECORD AND TO IMPOSE SAME AGAINST THE PROPERTY.

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT ALL OF THE PROPERTY SHALL BE
HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS, COVENANTS
AND CONDITIONS, WHICH ARE FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF,
AND WHICH SHALL, RUN WITH THE PROPERTY AND BE BINDING ON ALL PARTIES HAVING ANY RIGHT,
TITLE OR INTEREST IN THE PROPERTY OR ANY PART THEREOF, THEIR HEIRS, SUCCESSORS AND ASSIGNS,
AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF.

**ARTICLE I
DEFINITIONS**

SECTION 1. "ASSOCIATION". SHALL MEAN AND REFER TO CEDARWOODS TOWNHOUSES HOMEOWNERS
ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS.

SECTION 2. "OWNER". SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE
PERSONS OR ENTITIES, OF THE FEE SIMPLE TITLE TO ANY LOT AND RESIDENCE CONSTRUCTED
THEREON WHICH IS A PART OF THE PROPERTY, INCLUDING CONTRACT SELLERS, BUT EXCLUDING
THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.

SECTION 3. "PROPERTY". SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY DESCRIBED IN
EXHIBIT "A" ATTACHED HERETO AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT
WITHIN THE JURISDICTION OF THE ASSOCIATION BY ANNEXATION.

SECTION 4. "COMMON AREA". SHALL MEAN ALL REAL AND PERSONAL PROPERTY OWNED OR LEASED
BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS.

SECTION 5. "LOT". SHALL MEAN AND REFER TO ANY PLOT OF LAND SHOWN UPON RECORDED
SUBDIVISION MAPS OF THE PROPERTY WITH THE EXCEPTION OF THE COMMON AREA.

SECTION 6. "DECLARANT". SHALL MEAN AND REFER TO PEMBROKE TOWNHOUSE, INC. A FLORIDA
CORPORATION, ITS SUCCESSORS AND ASSIGNS IF SUCH SUCCESSORS OR ASSIGNS SHOULD ACQUIRE
MORE THAN ONE UNDEVELOPED LOT FROM THE DECLARANT FOR THE PURPOSE OF DEVELOPMENT.

SECTION 7. "UNIT". SHALL MEAN AND REFER TO THE RESIDENTIAL DWELLING CONSTRUCTED UPON
ANY LOT BY DECLARANT.

SECTION 8. "SINGULAR AND PLURAL". SHALL, WHENEVER USED, AND IF THE CONTEXT SO PERMITS, BE
INCLUSIVE OF EACH OTHER.

SECTION 9. "GENDER". SHALL MEAN AND REFER TO ALL GENDERS.

**ARTICLE II
PROPERTY RIGHTS**

SECTION 1. "OWNER'S EASEMENTS OF ENJOYMENT". EVERY OWNER SHALL HAVE A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREA WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO EVERY LOT, SUBJECT TO THE RIGHT OF THE ASSOCIATION TO:

(A) SUSPEND THE VOTING RIGHTS AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREA BY ANY OWNER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT LEVIED AGAINST HIS LOT REMAINS UNPAID; AND FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS FOR ANY INFRACTION OF THE ASSOCIATION'S PUBLISHED RULES AND REGULATIONS;

(B) DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREA TO ANY PUBLIC AGENCY, AUTHORITY, OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION ("MEMBERS"). NO SUCH DEDICATION OR TRANSFER SHALL BE EFFECTIVE UNLESS CLASS OF MEMBERS AGREEING TO SUCH DEDICATION OR TRANSFER HAS BEEN RECORDED.

SECTION 2. "DELEGATION OF USE". ANY OWNER MAY DELEGATE, IN ACCORDANCE WITH THE BY-LAWS OF THE ASSOCIATION ("BY-LAWS"), HIS RIGHTS OF ENJOYMENT TO THE COMMON AREA AND FACILITIES TO THE MEMBERS OF HIS FAMILY, HIS TENANTS, OR CONTRACT PURCHASERS WHO RESIDE ON HIS LOT, BUT MAY NOT TRANSFER SAID RIGHTS APART FROM THE UNIT.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

SECTION 1. EVERY OWNER OF A LOT, INCLUDING THE DECLARANT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT.

SECTION 2. THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP:

CLASS "A". CLASS "A" MEMBERS SHALL BE ALL OWNERS WITH THE EXCEPTION OF THE DECLARANT, PROVIDED THAT CLASS "B" STOCK CONTINUES TO EXIST, AND SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED. AT SUCH TIME AS DECLARANT'S CLASS "B" STOCK IS CONVERTED TO CLASS "A" IN ACCORDANCE WITH THE PROVISIONS CONTAINED THEREAFTER, DECLARANT SHALL LIKEWISE BE A CLASS "A" MEMBER AND ENTITLED TO ONE (1) VOTE FOR EACH LOT OWNED.

CLASS "B". THE CLASS "B" MEMBER(S) SHALL BE THE DECLARANT AND SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS "A" MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

(A) WHEN THE TOTAL VOTES OUTSTANDING IN THE CLASS A EQUAL THE TOTAL VOTES OUTSTANDING IN THE CLASS B MEMBERSHIP, OR

(B) JULY 1, 1980

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

SECTION 1. "CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS". THE OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREES TO PAY TO THE ASSOCIATION:

(1) ANNUAL ASSESSMENTS OR CHARGES, AND (2) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE ESTABLISHED AND COLLECTED AS HEREINAFTER PROVIDED. THE ANNUAL AND SPECIAL ASSESSMENTS, TOGETHER WITH INTEREST, COST, AND REASONABLE ATTORNEYS' FEES,

SHALL BE A CHARGE ON AND CONTINUING LIEN UPON THE LOT AGAINST WHICH EACH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT, TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEYS' FEES, SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH PROPERTY AT THE TIME WHEN THE ASSESSMENT FELL DUE. THE DECLARANT SHALL BE ENTITLED, AT ITS DISCRETION, TO PAY THE OPERATING DEFICIT OF THE ASSOCIATION RATHER THAN BE ASSESSED FOR REGULAR MAINTENANCE WITH RESPECT TO THOSE UNITS OWNED BY IT. THIS ELECTION BY THE DECLARANT MAY BE MADE AT ANY TIME AND MAY BE ORAL OR IN WRITING. THE ELECTION SHALL BE FOR A PERIOD OF TIME FROM QUARTER TO QUARTER AND MAY BE RENEWED OR CANCELED AT THE DISCRETION OF THE DECLARANT UPON THE EXPIRATION OF ANY SUCH QUARTER. FURTHERMORE, THE DECLARANT SHALL BE ENTITLED TO, IF IT SO ELECTS, TO PROVIDE SERVICES AND RECEIVE CREDIT FOR THE VALUE OF SAID SERVICES TOWARD ANY CONTRIBUTIONS DUE FROM IT, RATHER THAN MAKE SUCH CONTRIBUTIONS AS MIGHT BE DUE FROM IT IN CASH. IN THE EVENT THE DECLARANT EXERCISES ITS RIGHT TO PAY DEFICITS OF THE ASSOCIATION, THEN IN THAT EVENT, THE DECLARANT SHALL BE AUTOMATICALLY DEEMED TO HAVE GUARANTEED TO THE ASSOCIATION AND ITS MEMBERS THAT THE EXPENSES ASSESSED FROM EACH UNIT OWNER SHALL NOT BE INCREASED ABOVE THE MAXIMUM AMOUNTS ALLOWABLE PURSUANT TO SECTION 3, HEREUNDER, AS A RESULT OF SAID ELECTION BY DECLARANT.

SECTION 2. "PURPOSE OF ASSESSMENTS". THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY TO PROMOTE THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE PROPERTY AND FOR THE IMPROVEMENT AND MAINTENANCE OF THE COMMON AREA.

SECTION 3. "MAXIMUM ANNUAL ASSESSMENT". UNTIL JANUARY 1ST OF THE DAY IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT SHALL BE ONE HUNDRED AND TWENTY SEVEN DOLLARS AND TWENTY CENTS (\$127.20) PER UNIT PAYABLE SEMI-ANNUALLY IN INSTALLMENTS OF SIXTY THREE DOLLARS AND SIXTY CENTS (\$63.60) EACH.

(A) FROM AND AFTER JANUARY 1, OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED EACH YEAR BY NOT MORE THAN TEN PERCENT (10%) ABOVE THE ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF THE MEMBERSHIP.

(B) FROM AND AFTER JANUARY 1, OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED ABOVE SAID TEN PERCENT (10%) BY THE AFFIRMATIVE OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS VOTING IN PERSON OR BY PROXY, AT A MEETING DULY CALLED FOR SAID PURPOSE.

(C) THE BOARD OF DIRECTORS MAY FIX THE ANNUAL ASSESSMENT TO AN AMOUNT NOT IN EXCESS OF THE MAXIMUM.

SECTION 4. "NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3". WRITTEN NOTICE OF ANY MEETING CALLED FOR THE PURPOSE OF TAKING ANY ACTION AUTHORIZED UNDER THE PRECEDING SECTION SHALL BE SENT TO ALL MEMBERS NOT LESS THAN THIRTY (30) DAYS NOT MORE THAN SIXTY (60) DAYS IN ADVANCE OF THE MEETING. AT THE FIRST SUCH MEETING CALLED, THE PRESENCE OF MEMBERS OR PROXIES ENTITLED TO CAST SIXTY PERCENT (60%) OF ALL THE VOTES OF EACH CLASS OF MEMBERSHIP SHALL CONSTITUTE A QUORUM. IF THE REQUIRED QUORUM IS NOT PRESENT, ANOTHER MEETING MAY BE CALLED SUBJECT TO THE SAME NOTICE REQUIREMENT, AND THE REQUIRED QUORUM AT THE SUBSEQUENT MEETING SHALL BE ONE-HALF (1/2) OF THE REQUIRED QUORUM AT THE PRECEDING MEETING, AND SO, UNTIL THE REQUIREMENT FOR A QUORUM HAS BEEN MET.

SECTION 5. "UNIFORM RATE OF ASSESSMENT". BOTH ANNUAL AND SPECIAL ASSESSMENTS MUST BE FIXED AT A UNIFORM RATE FOR ALL LOTS AND MAY BE COLLECTED ON A MONTHLY BASIS.

SECTION 6 "DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES". THE ANNUAL ASSESSMENTS PROVIDED FOR HEREIN SHALL COMMENCE AS TO ALL UNITS ON THE DATE AS MIGHT BE SET BY THE DECLARANT, PROVIDED, HOWEVER, THAT SAID ASSESSMENT SHALL COMMENCE NO LATER THAN ONE HUNDRED TWENTY DAYS (120) FOLLOWING THE CONVEYANCE OF THE FIRST UNIT TO A PERSON OTHER THAN A DECLARANT AS DEFINED HEREIN. NOTHING CONTAINED HEREIN SHALL IN ANY WAY INFRINGE UPON THE DECLARANT'S RIGHTS TO BE EXCUSED FROM MONTHLY ASSESSMENTS IN EXCHANGE FOR ITS GUARANTEE TO PAY DEFICITS OF THE ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1, OF THIS ARTICLE.

EACH UNIT OWNER SHALL BE OBLIGATED TO PAY ASSESSMENTS FOR HIS UNIT COMMENCING ON THE DATE HE ACQUIRES TITLE FOR SAME, PROVIDED THAT THE ASSESSMENTS HAVE OTHERWISE BEEN DECLARED AS OF SAID DATE, AND SAID ASSESSMENTS SHALL BE COLLECTED FROM SAID UNIT OWNER ON A SEMI-ANNUAL BASIS.

THE BOARD OF DIRECTORS SHALL THEREAFTER FIX THE AMOUNT OF THE ANNUAL ASSESSMENTS AGAINST EACH UNIT AT LEAST THIRTY (30) DAYS IN ADVANCE OF EACH ASSESSMENT PERIOD, AND SAID ASSESSMENT SHALL BE DUE SEMI-ANNUALLY. WRITTEN NOTICE OF THE ANNUAL ASSESSMENT SHALL BE SENT TO EVERY OWNER. THE DUE DATES MAY BE ALTERED BY THE BOARD OF DIRECTORS. THE ASSOCIATION SHALL, UPON DEMAND, AND FOR A REASONABLE CHARGE, FURNISH A CERTIFICATE SIGNED BY AN OFFICER OF THE ASSOCIATION SETTING FORTH WHETHER THE ASSESSMENTS DUE ON A SPECIFIED LOT HAVE BEEN PAID.

SECTION 7. "EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION". SHOULD ANY ASSESSMENT NOT BE PAID WITHIN FIFTEEN (15) DAYS FROM THE DUE DATE THEREOF, THEN THE ASSOCIATION SHALL BE ENTITLED TO ASSESS AGAINST SAID UNIT OWNER A LATE FEE OF TEN DOLLARS (\$10.00) TO COVER THE REQUISITE BOOKKEEPING, ADMINISTRATION AND COLLECTION REQUIRED WITH REGARD TO SAID LATE PAYMENT. SHOULD ANY ASSESSMENT NOT BE PAID WITHIN THIRTY (30) DAYS FROM THE DUE DATE THEREOF, THEN SAID ASSESSMENT SHALL BEAR INTEREST FROM THE DUE DATE UNTIL COLLECTED AT THE RATE OF TEN PERCENT (10%) PER ANNUM. THE ASSOCIATION MAY BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY SAME, OR FORECLOSE THE LIEN AGAINST SAID OWNER'S LOT. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENT PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREAS OR ABANDONMENT OF HIS LOT. IN ADDITION, SHOULD THE ASSOCIATION FIND IT NECESSARY TO SEEK LEGAL ACTION AGAINST THE UNIT OWNER IN ORDER TO COLLECT THE ASSESSMENTS DUE, THEN THE UNIT OWNER SHALL ADDITIONALLY BE OBLIGATED FOR THE PAYMENTS OF ALL OF THE ASSOCIATION'S COSTS IN CONNECTION WITH SAID ACTION, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES.

SECTION 8. "SUBORDINATION OF THE LIEN TO MORTGAGES". THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN, HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEU THEREOF SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECOME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

IT IS THE EXPRESS INTENT OF THIS SECTION, NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, OR ANY PRIOR PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC. OR AMENDMENTS THERETO, TO SUBORDINATE THE ASSESSMENT LIEN REFERRED TO ABOVE ONLY TO FIRST MORTGAGES IN FAVOR OF INSTITUTIONAL MORTGAGES. IN NO EVENT SHALL A SECOND MORTGAGE TAKE PRIORITY OVER THE ASSESSMENT LIEN IMPOSED BY ARTICLE IV, SECTION 1, HEREIN.

**ARTICLE V
ARCHITECTURAL CONTROL**

NO BUILDING, FENCE WALL SIGN OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON THE PROPERTY, NOR SHALL ANY EXTERIOR ADDITION TO, CHANGE OR ALTERATION THEREIN BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, COLORS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AND TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY (1) THE BOARD OF DIRECTORS OF THE ASSOCIATION, (2) AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD, AND (3) THE APPROPRIATE GOVERNMENTAL AUTHORITY. EACH REQUEST FOR APPROVAL SHALL BE ACCOMPANIED BY A FIVE DOLLAR (\$5.00) FEE MADE PAYABLE TO THE ARCHITECTURAL CONTROL COMMITTEE. IN THE EVENT SAID BOARD, AND THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NO UNIT OWNER SHALL BE PERMITTED TO PLACE TIN FOIL UPON ANY WINDOWS OR SLIDING GLASS DOORS IN HIS UNIT, NOT SHALL SAID UNIT OWNER BE ABLE TO TINT ANY WINDOWS OR SLIDING GLASS DOORS IN HIS UNIT WITHOUT FIRST RECEIVING THE WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE WITH REGARD TO SAID TINTING. ALL REQUESTS FOR APPROVAL HEREUNDER SHALL BE MAILED OR DELIVERED TO:

CEDARWOODS TOWNHOUSES ARCHITECTURAL COMMITTEE
2201 CEDARWOODS AVE., MIRAMAR, FLORIDA 33023

OR SUCH OTHER ADDRESS AS SHALL FROM TIME TO TIME BE ON FILE WITH THE ASSOCIATION FOR SUCH COMMITTEE.

THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO THE DECLARANT, ITS SUCCESSORS AND ASSIGNS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE ARCHITECTURAL COMMITTEE AS LONG AS A DECLARANT REMAINS THE OWNER OF ANY LOT WITHIN THE PROPERTY.

**ARTICLE VI
GENERAL PROVISIONS**

SECTION 1. "MAINTENANCE OF UNITS". EVERY UNIT OWNER MUST KEEP AND MAINTAIN HIS UNIT, ITS EQUIPMENT AND APPURTENANCES, IN GOOD ORDER, CONDITION AND REPAIR, AND MUST PERFORM PROMPTLY ALL MAINTENANCE AND REPAIR WORK WITHIN HIS UNIT WHICH, IF OMITTED, WOULD AFFECT THE DEVELOPMENT IN ITS ENTIRETY OR IN PART BELONGING TO OTHER OWNERS OR WOULD AFFECT OTHER UNITS IN THE DEVELOPMENT. IN THIS REGARD, OWNER SHALL KEEP SAME IN A NEAT AND ORDERLY FASHION, AND SHOULD HE FAIL TO DO SO . THEN THE ASSOCIATION, UPON DEMAND, MAY ENTER UPON THE PREMISES OF THE UNIT OWNER FOR THE PURPOSE OF MAINTAINING AND/OR REPAIRING SAID LOT AND/OR UNIT AND THE COSTS INCIDENT TO SAID MAINTENANCE AND/OR REPAIR OR REPLACEMENT SHALL BE THE PERSONAL OBLIGATION OF THE UNIT OWNER AND BECOME A LIEN AGAINST THE SUBJECT UNIT WITH THE SAME FORCE AND EFFECT OF A LIEN THAT WOULD BE CREATED BY THE SAID UNIT OWNER'S FAILURE TO PAY THE MAINTENANCE ASSESSMENTS WHEN DUE. OWNER MUST MAINTAIN ANY ISLANDS IN FRONT OF HOUSE AND LANDSCAPING TO ASPHALT STREET.

SECTION 2. "ENFORCEMENT". THE ASSOCIATION, OR ANY OWNER, SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION. RESTRICTIONS OR PROVISIONS HEREIN CONTAINED SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

SECTION 3. "SEVERABILITY". INVALIDATION OF ANY ONE OF THE PROVISIONS CONTAINED IN THIS DECLARATION BY JUDGMENT OR COURT ORDER SHALL NOT AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 4. "AMENDMENT". THE COVENANTS AND RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS CANCELED BY A VOTE OF SEVENTY-FIVE PERCENT (75%) OF THE UNIT OWNERS OF RECORD. THIS DECLARATION MAY ONLY BE TERMINATED PRIOR TO THE EXPIRATION OF THE TWENTY (20) YEARS, OR THE EXPIRATION OF ANY TEN (10) YEAR EXTENSION PERIOD BY THE CONSENT OF ALL UNIT OWNERS OF RECORD IN THE DEVELOPMENT. THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY (20) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE (75%) OF THE LOT OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE (75%) OF THE LOT OWNERS. ANY AMENDMENT MUST BE RECORDED, AND ANY AMENDMENT AFFECTING THE ASSESSMENT LIEN REFERRED TO IN ARTICLE IV THEREOF SHALL BE APPROVED BY THE OFFICE OF THE COUNTY ATTORNEY, BROWARD COUNTY, FLORIDA. PROVIDED, HOWEVER, THAT IN THE EVENT OF FHA AND/OR VA OR OTHER GOVERNMENTAL RELATED LENDING INSTITUTIONS REQUIRE A MODIFICATION OF THIS DECLARATION OR OF THE BY-LAWS OR ARTICLES OF THE ASSOCIATION AS A PREREQUISITE BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS WITHOUT THE NECESSITY OF APPROVAL BY THE INDIVIDUAL UNIT OWNERS.

SECTION 5. "ANNEXATION". ADDITIONAL RESIDENTIAL PROPERTY AND COMMON AREA MAY BE ANNEXED TO THE PROPERTY WITH THE CONSENT OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS, PROVIDED, HOWEVER, THAT THE DECLARANT MAY, WITHOUT THE CONSENT OF THE CLASS A MEMBERS, ANNEX INTO THE ASSOCIATION ADDITIONAL PROPERTIES UPON WHICH ARE CONSTRUCTED SIMILARLY DESIGNED RESIDENTIAL UNITS, WHICH ANNEXATION MAY TAKE PLACE AT ANY TIME WITHIN FIVE (5) YEARS FROM THE DATE OF THE RECORDING OF THIS DECLARATION WITHOUT THE CONSENT OF THE CLASS A MEMBERS, AFTER THE EXPIRATION OF SAID FIVE (5) YEAR PERIOD, THE CONSENT OF THE CLASS A MEMBERS SHALL BE A PRE-REQUISITE TO ANNEXATION OF ANY PROPERTY INTO THE ASSOCIATION.

ARTICLE VII SPECIFIC PROVISIONS

SECTION 1. "LAND USE". NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN THAT ONE SINGLE-FAMILY DWELLING NOT TO EXCEED TWO (2) STORIES IN HEIGHT.

SECTION 2. "DWELLING COSTS AND SIZE". NO DWELLING, THE CONSTRUCTION COST OF WHICH IS LESS THAN TEN THOUSAND DOLLARS (\$10,000.00) SHALL BE PERMITTED ON ANY LOT BASED UPON COST LEVELS PREVAILING ON THE DATE THIS DECLARATION IS RECORDED, IT BEING THE INTENTION AND PURPOSE OF THIS PROVISION TO ASSURE THAT ALL DWELLING SHALL BE OF A QUALITY OF WORKMANSHIP AND MATERIALS SUBSTANTIALLY THE SAME OR BETTER THAN THAT WHICH CAN BE PRODUCED ON THE DATE THIS DECLARATION IS RECORDED AT THE MINIMUM COST STATED HEREIN FOR THE MINIMUM PERMITTED DWELLING SIZE. THE FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN EIGHT HUNDRED FIFTY (850) SQUARE FEET AND NOT LESS THAN SIX THOUSAND EIGHT HUNDRED (6,800) CUBIC FEET CONTENT TOTAL.

SECTION 3. "BUILDING LOCATIONS". BUILDING LOCATIONS SHALL NOT BE CHANGED FROM THE ORIGINAL LOCATION THEREOF ESTABLISHED BY THE DECLARANT IN ACCORDANCE WITH THE FINAL SURVEYS PREPARED BY THE DECLARANT'S ENGINEERS.

SECTION 4. "LOT SIZES". NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN TWENTY-SIX (26) FEET AT THE MINIMUM BUILDING SET BACK LINE NOR SHALL ANY DWELLING BE ERECTED OR PLACED ON ANY AREA OF LESS THAN ONE THOUSAND EIGHT HUNDRED (1,800) SQUARE FEET. NO LOT SHALL BE DIVIDED OR RESUB-DIVIDED UNLESS BOTH PORTIONS OF SAID LOT BE USED TO INCREASE THE SIZE OF THE ADJACENT LOTS AS PLATTED.

SECTION 5. "EASEMENTS". EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITY AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE FINAL SURVEYS. WITHIN THESE

EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES OR THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENTS, EXCEPT WITH THE CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE AND THE APPROPRIATE GOVERNMENTAL AGENCY. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

SECTION 6. "NUISANCES". NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

SECTION 7. "TEMPORARY STRUCTURES". NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, BARN OR OTHER OUT BUILDING SHALL BE PLACED, ERECTED OR USED ON ANY LOT AT ANY TIME, AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, EXCEPT FOR THE USE OF A CONSTRUCTION TRAILER OR OFFICE AND WAREHOUSE BY DECLARANT DURING CONSTRUCTION.

SECTION 8. "SIGNS". NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT SIGNS INSTALLED BY THE DECLARANT ADVERTISING THE LOT DURING THE CONSTRUCTION PERIOD.

SECTION 9. "OIL AND MINING OPERATIONS". NO OIL DRILLING, DEVELOPMENT OPERATIONS, REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS, OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

SECTION 10. "LIVESTOCK AND POULTRY". NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

SECTION 11. "WASTE AND RUBBISH DISPOSAL". NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE, OR OTHER WASTE. SANITARY CONTAINERS SHALL BE USED FOR STORAGE OF ALL SUCH MATERIALS.

SECTION 12. "WATER SUPPLY AND SEWAGE". NO INDIVIDUAL WELL WILL BE PERMITTED ON ANY LOT IN THIS SUBDIVISION EXCEPT FOR IRRIGATION, SWIMMING POOL OR AIR CONDITIONING.

PROVISIONS RELATED TO INDIVIDUAL WATER SUPPLY AND SEWERAGE DISPOSAL SHALL BE ENFORCEABLE SO LONG AS THE QUALITY OF SERVICE AND THE RATE STANDARD OF THE UTILITY SYSTEMS ARE WITHIN THE STANDARD RATES ESTABLISHED BY GOVERNMENTAL FRANCHISE OR BODY IF SUCH FRANCHISE OR BODY SHALL BE CREATED, AND SO LONG AS THE SYSTEMS ARE OPERATING TO THE SATISFACTION OF THE BROWARD COUNTY HEALTH DEPARTMENT.

SECTION 13. "VISIBILITY AT STREET INTERSECTIONS". NO OBSTRUCTION TO VISIBILITY AT STREET INTERSECTIONS SHALL BE PERMITTED.

SECTION 14. "PARTY WALLS". (A) EACH WALL WHICH IS BUILT AS A PART OF THE ORIGINAL CONSTRUCTION OF THE UNIT WITHIN THE GROUPING AND PLACED ON THE DIVIDING LINE BETWEEN THE UNITS SHALL CONSTITUTE A PARTY WALL AND, TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS OF THIS SECTION, THE GENERAL RULES OF LAW REGARDING PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY THERETO. (B) THE COST OF REASONABLE REPAIR AND MAINTENANCE OF A PARTY WALL SHALL BE SHARED BY THE OWNERS WHO MAKE USE OF THE WALL IN PROPORTION TO SUCH USE. (C) IF A PARTY WALL IS DESTROYED OR DAMAGED BY FIRE OR OTHER CASUALTY, ANY OWNER WHO HAS USED THE

WALL MAY RESTORE IT, AND IF THE OTHER OWNERS THEREAFTER MAKE USE OF THE WALL, THEY SHALL CONTRIBUTE TO THE COST OF RESTORATION THEREOF IN PROPORTION TO SUCH USE WITHOUT PREJUDICE, HOWEVER, TO THE RIGHT OF ANY SUCH OWNERS TO CALL FOR A LARGER CONTRIBUTION FROM THE OTHER UNDER ANY RULE OF LAW REGARDING LIABILITY FOR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS. (D) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS SECTION, AN OWNER WHO BY HIS NEGLIGENT OR WILLFUL ACT CAUSES THE PARTY WALL TO BE EXPOSED TO THE ELEMENTS SHALL BEAR THE WHOLE COST OF FURNISHING THE NECESSARY PROTECTION AGAINST SUCH ELEMENTS. (E) THE RIGHT OF ANY OWNER TO CONTRIBUTION FROM ANY OTHER OWNER UNDER THIS SECTION SHALL BE APPURTENANT TO THE LAND AND SHALL PASS TO SUCH OWNER'S SUCCESSORS IN TITLE. (F) IN THE EVENT OF ANY DISPUTE ARISING CONCERNING A PARTY WALL, OR UNDER THE PROVISIONS OF THIS SECTION, EACH PARTY SHALL CHOOSE ONE ARBITRATOR, AND SUCH ARBITRATORS SHALL CHOOSE ONE ADDITIONAL ARBITRATOR. THE DECISION OF THE ARBITRATORS SHALL BE BY A MAJORITY OF ALL THE ARBITRATORS.

SECTION 15. "COMMERCIAL TRUCKS, TRAILERS AND BOATS". IN ORDER TO MAINTAIN THE HIGH STANDARDS OF THE SUBDIVISION WITH RESPECT TO RESIDENTIAL APPEARANCE, NO COMMERCIAL VEHICLES, BOATS, HOUSE TRAILERS, BOAT TRAILERS AND TRAILERS OF EVERY OTHER DESCRIPTION, INCLUDING CAMPERS AND MOBILE HOMES, SHALL NOT BE PERMITTED TO BE PARKED OR TO BE STORED AT ANY PLACE ON ANY LOT IN THIS SUBDIVISION OR COMMON PROPERTY EXCEPT DURING PERIODS OF APPROVED CONSTRUCTION ON SAID LOT. THIS PROHIBITION OF PARKING SHALL NOT APPLY TO THE TEMPORARY PARKING OF TRUCKS AND COMMERCIAL SERVICES.

SECTION 16. "FUEL STORAGE TANKS". NO FUEL OR GAS STORAGE TANKS SHALL BE PERMITTED ABOVE GROUND ON ANY RESIDENTIAL LOT. ALL SUCH TANKS MUST BE INSTALLED COMPLETELY UNDERGROUND.

SECTION 17. "PARKING". OWNERSHIP OF EACH LOT SHALL ENTITLE THE OWNER OR OWNERS THEREOF TO THE USE OF TWO (2) AUTOMOBILE PARKING SPACES WHICH SHALL BE AS NEAR AND AS CONVENIENT TO SAID LOT AS REASONABLE POSSIBLE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN AND UPON SAID PARKING AREA. THE ASSOCIATION SHALL PERMANENTLY ASSIGN TWO (2) VEHICLE PARKING SPACES FOR EACH LOT, FOR THOSE LOTS WHICH DO NOT CONTAIN PARKING WITHIN THE LOT.

SECTION 18. "CLOTHES DRYING". ALL DRYING OF CLOTHES BY LINE, RACK OR OTHERWISE, SHALL BE PROHIBITED UNLESS CONCEALED FROM THE VIEW OF THE PUBLIC.

SECTION 19. "TV ANTENNAS". THERE SHALL BE ONE (1) TV ANTENNA PER BUILDING WHICH SHALL SERVE AS A MASTER ANTENNA FOR ALL UNITS WITHIN SAID BUILDING. AN EASEMENT SHALL EXIST ACROSS AND THROUGH EACH UNIT IN ORDER TO ALLOW THE USE OF SUCH MASTER ANTENNA BY EACH UNIT OWNER.

SECTION 20. "WATERFRONT". (A) NO BOATHOUSE OR BOAT BUILDING SHALL BE ERECTED ON OR ADJOINING ANY WATERFRONT, OTHER THAN THOSE CONSTRUCTED BY DECLARANT, WITH THE APPROVAL OF ALL NECESSARY AGENCIES. (B) NO BOAT CANAL OR OTHER WATERWAY SHALL BE DUG OR EXCAVATED INTO ANY OF SAID WATERFRONT. (C) NO MOTOR VESSEL OR MOTORCRAFT OF ANY KIND SHALL BE USED ON ANY OF THE WATERWAYS.

SECTION 21. "ENFORCEMENT". THE ASSOCIATION, OR ANY OWNER, SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY ALL PROVISIONS OF THIS ARTICLE. ADDITIONALLY, THE ASSOCIATION IS GRANTED AN EASEMENT OVER THE PROPERTY OF EACH UNIT OWNER FOR THE PURPOSE OF ENFORCING THE PROVISIONS OF THIS ARTICLE, AND MAY GO UPON THE PROPERTY OF THE SAID UNIT OWNER TO REMOVE OR REPAIR ANY EXISTING CAUSE OF A VIOLATION OF THESE PROVISIONS. IN THE EVENT THAT THE ASSOCIATION, AFTER NOTICE TO THE UNIT OWNERS AND FAILURE TO CURE BY THE UNIT OWNER, DOES IN FACT EXERCISE ITS RIGHT TO CURE SAID DEFECT, THEN IN THAT EVENT ALL COSTS INCIDENT TO SAID ACTION BY THE ASSOCIATION SHALL BECOME THE

PERSONAL OBLIGATION OF THE UNIT OWNER AND BE IMPOSED AS A LIEN AGAINST THE UNIT IN THE SAME FASHION AS IF SAID SUMS REPRESENTED MONIES DUE FOR UNPAID ASSESSMENTS.

SECTION 22. "LAWN MAINTENANCE". EACH LOT OWNER SHALL MAINTAIN HIS LOT IN AN ATTRACTIVE AND NEAT CONDITION, AND SHALL PERIODICALLY AND AS IS REASONABLY NECESSARY, HAVE THE LAWN MOWED AND EDGED AND SHALL KEEP THE LAWN FREE OF WEEDS AND OTHER NOXIOUS VEGETATION.

SECTION 23. "REPAVING OF PARKING AREAS". AT SUCH TIME AS THE ASSOCIATION SHALL DETERMINE THAT THE PAVED AREAS WITHIN THE COMMON AREA ADJOINING ANY LOT SHALL REQUIRE REPAVING FOR THE SAFETY AND WELFARE OF OTHER OWNERS WITHIN THE PROPERTY, AND IN ORDER TO AVOID ANY DAMAGE TO THE IMPROVEMENTS ON THE LOT OR TO THE PROPERTY OR PERSONS OF OTHER OWNERS WITHIN THE PROPERTY, EACH LOT OWNER SHALL BE REQUIRED TO REPAVE THAT PORTION OF HIS ASSIGNED PARKING SPACE(S) AND/OR DRIVEWAY LYING BETWEEN THE SIDEWALK AND THE COMMON AREA BEING REPAVED. THE COST OF THE REPAVING OF SUCH PORTION SHALL BE PAID FOR BY THE LOT OWNER.

IN WITNESS WHEREOF,
HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THE 22 DAY OF OCTOBER, 1976.

IN THE PRESENCE OF,

BY

PAUL KAPELOW, SECRETARY
PEMBROKE TOWNHOUSES, INC.

STATE OF FLORIDA)

COUNTY OF DADE)

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED PAUL KAPELOW AS SECRETARY OF PEMBROKE TOWNHOUSES, INC., A FLORIDA CORPORATION, WHO, BEING BY ME DULY SWORN, ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SAID OFFICER ON BEHALF OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND WITH FULL AUTHORITY TO DO SO.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 22 DATE OF OCTOBER, 1976.

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL #3

A PORTION OF TRACTS 1 THROUGH 16, A PORTION OF TRACTS 28 THROUGH 32 IN SECTION 7, TOWNSHIP 51 SOUTH, RANGE 41 EAST, A PORTION OF TRACT 1, IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 40 EAST AND THOSE PORTIONS OF RIGHTS-OF-WAY ADJACENT THERETO, "EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND A PORTION OF TRACT "A" AND TRACT "C" "PEMBROKE LAKES SECTION ONE" AS RECORDED IN PLAT BOOK 76 AT PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, CONTAINING 75.26 ACRES MORE OR LESS.

**AMENDMENT TO DECLARATION OF COVENANT, CONDITIONS
AND RESTRICTIONS OF CEDARWOODS TOWNHOUSES HOMEOWNERS
ASSOCIATION, INC.**

THIS AMENDMENT, MADE ON THE DATE HEREINAFTER SET FORTH BY AND THROUGH FRED STANTON SMITH, AS CHAPTER X TRUSTEE OF CEDARWOODS OF PEMBROKE LAKES, INC., A FLORIDA CORPORATION, HEREINAFTER REFERRED TO AS "SUCCESSOR DECLARANT";

WITNESSETH

WHEREAS "DECLARANT", CEDARWOODS OF PEMBROKE LAKES, INC., DID MAKE ON THE 22ND DAY OF OCTOBER 1976, A CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AFFECTING THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED TO THE SAID DECLARATION WHICH WAS RECORDED ON NOVEMBER 9, 1976, IN O. R. BOOK 6791 AT PAGE 263 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AMENDED BY AMENDMENT TO DECLARATION RECORDED JUNE 7, 1977, IN O. R. BOOK 7057, PAGE 981 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND FURTHER AMENDED BY AMENDMENT TO DECLARATION FILED OCTOBER 19, 1977, IN O. R. BOOK 7248 AT PAGE 261 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND

WHEREAS, UNDER THE PROVISIONS OF ARTICLE VI, SECTION 5, OF SAID DECLARATION AS AMENDED, THE "DECLARANT" MAY, WITHOUT THE CONSENT OF THE CLASS "A" MEMBERS, ANNEX INTO THE ASSOCIATION ADDITIONAL RESIDENTIAL UNITS AT ANY TIME WITHIN FIVE (5) YEARS FROM THE DATE OF RECORDING OF SAID DECLARATION AND SAID DECLARATION WAS RECORDED ON NOVEMBER 9, 1976; AND

WHEREAS, IT WAS THE INTENTION OF THE "DECLARANT" TO INCLUDE ALL OF THE CEDARWOODS TOWNHOUSE DEVELOPMENT WITHIN THE BOUNDARIES OF THE PROPERTY AFFECTED BY THE CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.; AND

WHEREAS, AN ERROR WAS MADE IN THE ORIGINAL DESCRIPTION OF THE AREA TO BE INCLUDED THEREIN, AND FURTHER, THE AMENDMENT RECORDED JUNE 7, 1977 IN O. R. BOOK 7057, PAGE 981 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, INCLUDED WITHIN THE PROPERTY SUBJECT TO THE SAID HOMEOWNERS ASSOCIATION ONLY A PORTION OF LAND INTENDED TO BE SO INCLUDED; AND

WHEREAS, THE "SUCCESSOR DECLARANT" DESIRES TO INCLUDE ALL OF THE PROPERTY INTENDED TO BE SUBJECT TO THE CONDITIONS OF SAID CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., AS A PART OF SAID ASSOCIATION; AND

WHEREAS, SAID "SUCCESSOR DECLARANT" HAS THE RIGHT UNDER THE TERMS OF HIS APPOINTMENT AS CHAPTER X TRUSTEE TO ACT ON BEHALF OF SAID "DECLARANT" IN ALL RESPECTS;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT THE "SUCCESSOR DECLARANT" DOES AMEND THE ABOVE REFERRED TO DECLARATION AS FOLLOWS:

1. THE LEGAL DESCRIPTION OF THE PROPERTY ATTACHED TO THE ORIGINAL DECLARATION AS EXHIBIT "A" AND AS SUBSEQUENTLY AMENDED BY AMENDMENT RECORDED JUNE 7, 1977 IN O. R. BOOK

7057, PAGE 981 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA IS HEREBY AMENDED AND SHALL FROM THIS DAY FORWARD BE THE PROPERTY AS DESCRIBED IN EXHIBIT "D" ATTACHED HERETO AND MADE A PART THEREOF.

2. EXCEPT AS HEREINABOVE AMENDED THE SAID DECLARATION AS PREVIOUSLY AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS EXISTING COVENANTS, CONDITIONS AND RESTRICTIONS.

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CEDARWOODS TOWNHOUSE HOMEOWNERS
ASSOCIATION, INC.**

THIS AMENDMENT MADE ON THE DATE HEREINAFTER SET FORTH BY CEDARWOODS OF PEMBROKE LAKES, INC., A FLORIDA CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT DID MAKE ON THE 22ND DAY OF OCTOBER, 1976, A CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AFFECTING THE PROPERTY DESCRIBED ON EXHIBIT "A" HERETO, WHICH DECLARATION WAS RECORDED NOVEMBER 9, 1976, IN O. R. BOOK 6791 AT PAGE 263 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND

WHEREAS, UNDER THE PROVISIONS OF ARTICLE VI, SECTION 4, SAID DECLARATION MAY BE AMENDED BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE LOT OWNERS, A LOT OWNER BEING DEFINED IN ARTICLE I, SECTION 2, THEREOF, AS THE RECORD OWNER OF THE FEE SIMPLE TITLE TO ANY LOT WHICH IS PART OF THE PROPERTY; AND

WHEREAS, THE DECLARANT AT PRESENT IS THE OWNER OF ALL THE LOTS LOCATED WITHIN THE PROPERTY.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT THE DECLARANT DOES AMEND THE ABOVE REFERRED TO DECLARATION AS FOLLOWS:

1. THERE IS ADDED TO SECTION 19 OF ARTICLE VII THE FOLLOWING LANGUAGE:
"THE ASSOCIATION SHALL HAVE THE OPTION OF INSTALLING A SERIES OF CENTRAL TV ANTENNAS WITHIN THE SITE CONNECTED TO INDIVIDUAL UNITS WITH UNDERGROUND CABLE. IF SAID CENTRAL ANTENNA IS PROVIDED INSTEAD OF ONE (1) TV ANTENNA PER BUILDING, THE COST OF OPERATING AND MAINTAINING THIS SYSTEM WILL BE A REQUIREMENT OF THE ASSOCIATION."

2. SECTION 15 OF ARTICLE VII IS AMENDED BY ADDING THE FOLLOWING:
"PROVIDED, HOWEVER, THAT NOTHING CONTAINED WITHIN THIS DECLARATION OF RESTRICTIONS SHALL PROHIBIT THE PARKING OR STORAGE OF: TRUCKS OR COMMERCIAL VEHICLES, BOATS, HOUSE TRAILERS, BOAT TRAILERS, MOBILE HOMES, CAMPERS AND TRAILERS OF EVERY DESCRIPTION PROVIDED THEY ARE PARKED AND STORED WITHIN AN AREA SPECIFICALLY DESIGNATED FOR THAT PURPOSE, WHICH AREA IS TOTALLY ENCLOSED WITH A SIX-FOOT FENCE AND IS SCREENED FROM THE VIEW OF ALL ROADS, LAKES, AND RESIDENTIAL UNITS WITH SUITABLE LANDSCAPE MATERIAL; AND WRITTEN APPROVAL OF ITS LOCATION AND LANDSCAPE PLAN IS FIRST OBTAINED FROM THE ASSOCIATION."

3. THE LEGAL DESCRIPTION ATTACHED TO THE DECLARATION AS EXHIBIT "A" IS AMENDED SO THAT THE REAL PROPERTY AFFECTED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDARWOODS HOMEOWNERS ASSOCIATION, INC. SHALL FROM THIS DAY FORWARD BE THE PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO.

4. IT IS THE INTENTION OF THE DECLARANT THAT THE PROPERTY DESCRIBED ON EXHIBIT "C" ATTACHED HERETO, MAY BE ANNEXED TO THE PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED

HERETO IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5 OF ARTICLE VI OF THE DECLARATION AS PROVIDED IN SAID DECLARATION AND AS HERINBELOW MODIFIED.

5. SECTION 5 OF ARTICLE VI IS AMENDED AS FOLLOWS: THE LANGUAGE "SIMILARLY DESIGNED" AS STATED AND SET FORTH HEREIN IS HEREBY DELETED. EXCEPT TO SUCH EXTENT, SAID SECTION SHALL REMAIN IN FULL FORCE AND EFFECT.

6. EXCEPT AS HERINABOVE AMENDED, THE DECLARATION SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS EXISTING COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF, CEDARWOODS OF PEMBROKE LAKES, INC. HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 25 DAY OF MAY 1977.

IN THE PRESENCE OF:

INC. CEDARWOODS OF PEMBROKE LAKES,
(SEAL)

BY: _____
PAUL KAPELOW, VICE PRESIDENT

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF CEDARWOODS TOWNHOUSES
HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT IS MADE THE 26TH DAY OF NOVEMBER, 1985, BY THE CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, AND IS BEING MADE PURSUANT TO ARTICLE VI, SECTION 4 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., DATED OCTOBER 22, 1976 AND RECORDED NOVEMBER 9, 1976, IN OFFICIAL RECORDS BOOK 6791, AT PAGE 263, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND HAVING RECEIVED THE WRITTEN APPROVAL OF OWNERS HOLDING NOT LESS THAN SEVENTY-FIVE PERCENT (75%) VOTE OF THE MEMBERSHIP OF THE ASSOCIATION, HEREBY DECLARES THAT SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DESCRIBED ABOVE BE AND THE SAME IS HEREBY AMENDED AS FOLLOWS:

1. ARTICLE VI, SECTION 1 IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. "MAINTENANCE OF UNITS". THE ASSOCIATION, THROUGH ACTION BY ITS BOARD OF DIRECTORS SHALL PROVIDE EXTERIOR MAINTENANCE UPON EACH LOT AS FOLLOWS: PAINTING, SEALING AND CLEANING OF ALL EXTERIOR BUILDING WALL SURFACES, INCLUDING PAINTING OF EXTERIOR BUT EXCLUDING ROOFS. THE COSTS OF SUCH MAINTENANCE MAY BE APPORTION ON A FLAT OR PRORATED CHARGE AGAINST ALL LOTS SUBJECT TO ASSESSMENT BY THE ASSOCIATION. THE COST OF THE EXTERIOR MAINTENANCE REFERRED TO IN THIS SECTION SHALL BE ASSESSED AGAINST THE LOT UPON WHICH SUCH MAINTENANCE IS DONE AND SHALL CONSTITUTE AN ASSESSMENT OR CHARGE OR LIEN, ENFORCEABLE PURSUANT TO ARTICLE IV OF THIS DECLARATION. THE ASSESSMENT OR CHARGE WILL REFLECT THE ACTUAL COST OF SUCH EXTERIOR MAINTENANCE. UNIT OWNERS HAVE THE OPTION OF PROVIDING SUCH MAINTENANCE ON THEIR OWN IF DONE WITHIN A PERIOD OF TIME AND TO THE SPECIFICATIONS DETERMINED BY THE BOARD OF DIRECTORS.

2. ARTICLE VI, SECTION 4 IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 4. "AMENDMENT". THE COVENANTS AND RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL RUN AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS CANCELED BY A VOTE OF SEVENTY-FIVE PERCENT (75%) OF THE UNIT OWNERS OF RECORD. THIS DECLARATION MAY ONLY BE TERMINATED PRIOR TO THE EXPIRATION OF THE TWENTY (20) YEARS, OR THE EXPIRATION OF ANY TEN (10) YEAR EXTENSION PERIOD BY THE CONSENT OF ALL UNIT OWNERS OF RECORD IN THE DEVELOPMENT. THIS DECLARATION MAY BE AMENDED BY AN INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH HAS RECEIVED THE APPROVAL OF A MAJORITY OF THOSE MEMBERS OF THE ASSOCIATION PRESENT IN PERSON OR BY PROXY (BUT NO INDIVIDUAL MAY VOTE MORE THAN FIVE (5) VOTES BY PROXY) AT A REGULAR OR SPECIAL MEETING OF THE MEMBERS, PROVIDED THAT THE NOTICE TO THE MEMBERS OF THE MEETING DISCLOSE THE INFORMATION THAT THE AMENDMENT OF THE DECLARATION WAS TO BE CONSIDERED. THE PRESENCE, IN PERSON OR BY PROXY, AT THE MEETING OF MEMBERS ENTITLED TO CAST TWENTY-FIVE PERCENT (25%) OF THE VOTES SHALL CONSTITUTE A QUORUM FOR ANY ACTION PURSUANT TO THIS SECTION.

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

CEDARWOODS TOWNHOUSES
HOMEOWNERS ASSOCIATION, INC.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HOWARD S. MILLER

BY: _____
ALAN ABRAMSON, PRESIDENT

ATTEST: _____
JERRY MITTEL, SECRETARY

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ALAN ABRAMSON AND
JERRILYUN MITTELL, PRESIDENT AND SECRETARY, RESPECTIVELY, OF CEDARWOODS TOWNHOUSES
HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, AND THEY ACKNOWLEDGED TO AND
BEFORE ME THIS 26TH DAY OF NOVEMBER, 1985, ON BEHALF OF THE CORPORATION

HOWARD S. MILLER
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF TRACTS 1 THROUGH 16, A PORTION OF TRACTS 28 THROUGH 32, IN SECTION 7, TOWNSHIP 51 SOUTH, RANGE 41 EAST, A PORTION OF TRACT 1, IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 40 EAST, AND THOSE PORTIONS OF RIGHTS-OF-WAY ADJACENT THERETO, "EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND A PORTION OF TRACT "A" AND TRACT "C" OF PEMBROKE LAKES SECTION ONE, AS RECORDED IN PLAT BOOK 76 AT PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, CONTAINING 75.26 ACRES, MORE OR LESS

LEGAL DESCRIPTION

BLOCKS 45 THROUGH 55

BEING A PORTION OF TRACTS 8, 9 AND 10 OF SECTION 7, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AS SHOWN ON THE PLAT OF "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 89 DEGREES 56 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, FOR 2250.90 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 33 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 03 MINUTES 33 SECONDS EAST FOR 425.45 FEET; THENCE NORTH 85 DEGREES 00 MINUTES 00 SECONDS EAST FOR 704.62 FEET; THENCE NORTH 0 DEGREES 03 MINUTES 33 SECONDS WEST FOR 417.10 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 27 SECONDS WEST FOR 702.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ORDER NO. 126148-B

APRIL 26, 1977

- PREPARED BY -
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
MIAMI, FLORIDA

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED PAUL KAPELOW, AS THE VICE-PRESIDENT OF CEDARWOODS OF PEMBROKE LAKES INC., A FLORIDA CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AND HE ACKNOWLEDGED THE EXECUTION THEREOF AS THE ACT AND DEED OF SAID CORPORATION, PURSUANT TO AUTHORITY LAWFULLY CONFERRED UPON HIM BY SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT MIRAMAR, COUNTY OF BROWARD, STATE OF FLORIDA, THIS ____ DAY OF MAY, 1977.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF
FLORIDA AT LARGE

**LEGAL DESCRIPTION
BLOCKS 1 THROUGH 44**

BEING A PORTION OF TRACTS 10 THROUGH 16 OF SECTION 7, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AS SHOWN ON THE PLAT OF "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 7, THEN NORTH 89 DEGREES 56 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, FOR 53.00 FEET; THENCE SOUTH 0 DEGREES 26 MINUTES 29 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 53.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 7, FOR 124.79 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE SOUTH 0 DEGREES 26 MINUTES 29 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE FOR 00.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 2053.00 FEET AND A CENTRAL ANGLE OF 8 DEGREES 51 MINUTES 01 SECONDS FOR AN ARC DISTANCE OF 317.12 FEET; THENCE SOUTH 87 DEGREES 17 MINUTES AND 16 SECONDS EAST FOR 1295.95 FEET; THENCE NORTH 85 DEGREES 00 MINUTES 00 SECONDS EAST FOR 765.46 FEET; THENCE NORTH 0 DEGREES 03 MINUTES AND 33 SECONDS WEST FOR 425.45 FEET; THENCE, SOUTH 89 DEGREES 56 MINUTES 27 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR 2004.08 FEET TO A POINT OF CURVATURE; THENCE, SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 29 MINUTES 58 SECONDS FOR AN ARC DISTANCE OF 30.05 FEET TO A POINT OF TANGENCY; ALSO BEING THE POINT OF BEGINNING, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ORDER NO. 126148-B

APRIL 26, 1977

**SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
MIAMI, FLORIDA**

2000 - 2005

AMENDMENTS TO BY-LAWS AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CEDARWOODS CTHOA

- (1) AMENDMENT TO BY-LAWS JULY 20, 2000
ARTICLE XIV: "ENFORCEMENT AND FINING"
- (2) AMENDMENT TO DECLARATION OF COVENANTS JULY 11, 2002
ARTICLE VII, SECTION 8: "SIGNS"
ARTICLE VII, SECTION 19: "TV ANTENNAS"
- (3) AMENDMENT TO THE DECLARATION OF COVENANTS TO ADD A NEW
SECTION TO ARTICLE VII JULY 11, 2002
ARTICLE VII, SECTION 24: "LEASING RESTRICTIONS"
- (4) AMENDMENT TO THE DECLARATION OF COVENANTS DATED
SEPT. 2, 2005 TO ADD TO ARTICLE VII, SECTION 24:

ARTICLE VII, SECTION 24k;
"NO OWNER MAY LEASE A UNIT UNLESS THE OWNER HAS OWNED
AND RESIDED IN THE UNIT INTENDED TO BE LEASED FOR A
MINIMUM OF TWO (2) YEARS CONSECUTIVELY"

ARTICLE XIV
"ENFORCEMENT AND FINING":

ENFORCEMENT AND FINING. IN ADDITION TO ANY OTHER REMEDIES AVAILABLE, THE ASSOCIATION MAY LEVY FINES AGAINST A LOT FOR THE FAILURE OF THE OWNER OR HIS TENANTS, GUESTS OR INVITEES TO COMPLY WITH ANY OF THE PROVISIONS AND RESTRICTIONS CONTAINED IN THE ASSOCIATION'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, BY-LAWS, ARTICLES OF INCORPORATION, AND RULES AND REGULATIONS AS SAME MAY BE AMENDED FROM TIME TO TIME ("THE GOVERNING DOCUMENTS"). THE ASSOCIATION SHALL HAVE THE RIGHT TO LEVY FINES IN THE MANNER HEREINAFTER PROVIDED.

a. GRIEVANCE COMMITTEE - THE BOARD OF DIRECTORS SHALL APPOINT A GRIEVANCE COMMITTEE WHICH SHALL CONDUCT HEARINGS AND RENDER DECISIONS WITH REGARD TO THE LEVYING OF FINES AS HEREIN PROVIDED. THE GRIEVANCE COMMITTEE SHALL CONSIST OF NOT LESS THAN THREE (3) OWNERS 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.

b. NOTICE - THE ASSOCIATION SHALL NOTIFY THE OWNER OF THE LOT OR HIS TENANTS, GUESTS OR INVITEES IN WRITING OF ANY ALLEGED VIOLATION OF THE GOVERNING DOCUMENTS. IF THE ALLEGED VIOLATION IS NOT CURED WITHIN SEVEN (7) DAYS OF THE DATE OF SAID NOTICE, THE ALLEGED VIOLATOR SHALL BE SENT A SECOND NOTICE AT LEAST FOURTEEN (14) DAYS IN ADVANCE ADVISING HIM OF A HEARING BEFORE THE GRIEVANCE COMMITTEE. THE NOTICE SHALL SPECIFY:

1. THE DATE, TIME AND PLACE OF THE HEARING.
2. THE NATURE OF THE ALLEGED VIOLATION AND A STATEMENT OF THE PROVISIONS OF THE GOVERNING DOCUMENTS WHICH HAVE BEEN VIOLATED.

c. HEARING - THE NON-COMPLIANCE SHALL BE PRESENTED TO THE GRIEVANCE COMMITTEE. THE PARTIES AGAINST WHOM THE FINE IS SOUGHT TO BE LEVIED SHALL HAVE AN OPPORTUNITY TO RESPOND, TO PRESENT EVIDENCE AND TO PROVIDE WRITTEN AND ORAL ARGUMENT ON ALL ISSUES INVOLVED, AND SHALL HAVE AN OPPORTUNITY AT THE HEARING TO REVIEW, REVIEW, CHALLENGE AND RESPOND TO ANY MATERIAL CONSIDERED BY THE GRIEVANCE COMMITTEE. THE DECISION OF THE GRIEVANCE COMMITTEE SHALL BE PRESENTED TO THE BOARD OF DIRECTORS. IF THE GRIEVANCE COMMITTEE RECOMMENDS THAT A FINE SHOULD BE IMPOSED, THE BOARD OF DIRECTORS SHALL SET THE FINE. THE PARTY AGAINST WHICH THE FINE IS IMPOSED SHALL BE ADVISED OF THE AMOUNT OF THE FINE IN WRITING WITHIN TEN (10) DAYS AFTER THE BOARD OF DIRECTORS' MEETING.

d. FINES - THE BOARD OF DIRECTORS MAY IMPOSE FINES UP TO THE AMOUNT OF \$100.00 PER VIOLATION, NOT TO EXCEED THE SUM OF \$1,000.00 IN THE AGGREGATE (OR SUCH GREATER AMOUNT AS MAY BE PERMITTED BY LAW FROM TIME TO TIME).

e. VIOLATIONS – EACH SEPARATE INCIDENT WHICH IS GROUNDS FOR A FINE SHALL BE THE BASIS OF A SEPARATE FINE.

f. PAYMENT OF FINES – ALL FINES SHALL BE ASSESSED AGAINST THE LOT WHICH THE VIOLATOR OCCUPIED AT THE TIME OF THE VIOLATION, WHETHER OR NOT THE VIOLATOR IS THE OWNER OF THE LOT, AND SHALL BE DUE AND PAYABLE WITHIN TEN (10) DAYS FROM THE DATE THE FINE IS LEVIED. ANY UNPAID FINE(S) SHALL BECOME A CONTINUING LIEN ON THE LOT AND MAY BE FORECLOSED ??? BY THE ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE IV OF THE DECLARATION.

g. NON-EXCLUSIVE REMEDY – THESE FINES SHALL NOT BE CONSTRUED TO BE EXCLUSIVE AND SHALL EXIST IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES TO WHICH THE ASSOCIATION MAY OTHERWISE BE LEGALLY ENTITLED.

ALL OTHER PROVISIONS OF THE BY-LAWS REMAIN UNCHANGED.

ARTICLE VII - SECTION 8
"SIGNS"

NO SIGNS OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT WITH THE SOLE EXCEPTION OF ONE (1) "FOR SALE" OR "FOR RENT" SIGN NOT TO EXCEED TWELVE INCHES (12") BY TWELVE INCHES (12") THAT MAY BE PLACED IN THE INTERIOR WINDOW OF THE UNIT.

ARTICLE VII - SECTION 19
"TV ANTENNAS"

THERE MAY BE ONE (1) TV ANTENNA PER BUILDING WHICH MAY SERVE AS A MASTER ANTENNA FOR ALL UNITS WITHIN SAID BUILDING. AN EASEMENT SHALL EXIST ACROSS AND THROUGH EACH UNIT IN ORDER TO ALLOW THE USE OF SUCH MASTER ANTENNA BY EACH UNIT OWNER.

THE ASSOCIATION SHALL HAVE THE OPTION OF INSTALLING A SERIES OF CENTRAL TV ANTENNAS WITHIN THE SITE CONNECTED TO INDIVIDUAL UNITS WITH UNDERGROUND CABLE. IF SAID CENTRAL ANTENNA IS PROVIDED INSTEAD OF ONE (1) TV ANTENNA PER BUILDING, THE COST OF OPERATING AND MAINTAINING THIS SYSTEM WILL BE A REQUIREMENT OF THE ASSOCIATION.

IN THE EVENT THE ASSOCIATION EXERCISES ITS OPTION OF INSTALLING A SERIES OF CENTRAL TV ANTENNAS WITHIN THE SITE CONNECTED TO INDIVIDUAL UNITS WITH UNDERGROUND CABLE, THE ASSOCIATION SHALL HAVE THE RIGHT OF PROVIDING ELECTRICAL POWER TO EACH CENTRAL TV ANTENNA BY DRAWING POWER FROM ANY ONE OF THE UNITS WITHIN THE BUILDING UPON WHICH SAID TV ANTENNA IS LOCATED. THE ASSOCIATION SHALL REIMBURSE THE OWNER OF SAID UNIT BY GIVING \$1.00 PER MONTH CREDIT TO SAID OWNER OF A UNIT AGAINST THE MAINTENANCE ASSESSMENT REQUIRED TO BE PAID BY SAID OWNER OF A UNIT. THE SAID \$1.00 PER MONTH CREDIT SHALL BE INCREASED PERIODICALLY TO REFLECT ANY INCREASE IN THE COST OF ELECTRICAL POWER BASED UPON A PRESENT CHARGE OF 3.8 CENTS PER KILOWATT HOUR.

THE ASSOCIATION SHALL HAVE NO OBLIGATION FOR THE MAINTENANCE, REPAIR OR REPLACEMENT OF ANY ANTENNA ORIGINALLY INSTALLED BY THE DECLARANT OR BY ANY OTHER PARTY. THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE ANY ANTENNAS ORIGINALLY INSTALLED BY THE DECLARANT WHICH ARE IN A NON-WORKING OR INOPERABLE CONDITION WITHOUT BEING OBLIGATED TO REPLACE SAME. IN THE EVENT AN ANTENNA REQUIRES MAINTENANCE, REPLACEMENT OR REPAIR, AND ANY OWNER(S) WITHIN A BUILDING UTILIZING SUCH ANTENNA WISHES TO EFFECTUATE SUCH REPAIRS, MAINTENANCE OR REPLACEMENT, SUCH OWNER(S) OWNERS SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES INCURRED FOR SUCH MAINTENANCE, REPAIR OR REPLACEMENT, AND SHALL AGREE AMONG THEMSELVES ON A MANNER OF DIVIDING SUCH COSTS AND EXPENSES. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR RESOLVING DISPUTES BETWEEN OWNERS AS TO THE DIVISION OF THE COSTS OR EXPENSES INCURRED IN MAINTAINING REPAIRING OR REPLACING ANTENNAS. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO EFFECT, ABANDON OR ABOLISH THE EASEMENT CREATED BY THE ORIGINAL DECLARATION ACROSS AND THROUGH EACH UNIT IN ORDER TO ALLOW THE USE BY THE UNIT OWNERS OF THOSE ANTENNAS WHICH WERE ORIGINALLY INSTALLED BY THE

DECLARANT. HOWEVER, SUCH EASEMENTS SHALL NOT APPLY TO THE USE OF ANTENNAS SUBSEQUENTLY INSTALLED BY UNIT OWNERS OR TO THE MAINTENANCE, REPAIR OR REPLACEMENT THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, IF ANY ANTENNA, WHETHER INSTALLED BY THE DECLARANT OR ANY OTHER PARTY, POSES A SAFETY HAZARD AS DETERMINED, IN THE SOLE DISCRETION OF THE BOARD OF DIRECTORS, SUCH ANTENNA MAY BE REMOVED WITHOUT ANY OBLIGATION TO REPLACE SAME.

ARTICLE VII - SECTION 24 (NEW)
"LEASING RESTRICTIONS"

AS OF THE EFFECTIVE DATE OF THIS AMENDMENT, NO OWNER MAY LEASE HIS UNIT OR RENEW AN EXISTING LEASE WITHOUT COMPLYING WITH THE FOLLOWING PROVISIONS:

- (a) NO OWNER MAY LEASE HIS UNIT WITHOUT PROVIDING THE ASSOCIATION WITH WRITTEN NOTICE OF HIS INTENT TO LEASE THE UNIT, ALONG WITH A COPY OF THE PROPOSED LEASE AND A STANDARD LEASE ADDENDUM THAT MAY BE PROMULGATED BY THE BOARD OF DIRECTORS FROM TIME TO TIME. THE WRITTEN NOTICE OF THE INTENT TO LEASE MUST SPECIFY THE NAMES, CONTACT NUMBERS AND ADDRESSES OF THE OWNER, THE PROPOSED TENANT(S) AND ANY REAL ESTATE AGENTS OR BROKERS INVOLVED IN THE TRANSACTION. THE ASSOCIATION SHALL BE PROVIDED WITH A FULLY EXECUTED COPY OF THE LEASE AND LEASE ADDENDUM PRIOR TO OCCUPANCY OF THE UNIT BY THE TENANT.
- (b) NO UNIT MAY BE LEASED IF: (1) THE OWNER FAILS TO SUBMIT ALL DOCUMENTS REQUIRED IN PARAGRAPH (a) ABOVE; (2) THE OWNER IS DELINQUENT IN THE MAINTENANCE ASSESSMENTS FOR THE UNIT; (3) OCCUPANCY OF THE PROPOSED UNIT WOULD VIOLATE ANY PROVISION OF THIS DECLARATION, THE BY-LAWS, ARTICLES OF INCORPORATION OR RULES AND REGULATIONS OF THE ASSOCIATION AS SOME MAY BE AMENDED FROM TIME TO TIME (THE "GOVERNING DOCUMENTS"); OR (4) THE OWNER OR TENANT SHOULD FAIL TO SUBMIT PROOF OF HOMEOWNERS AND RENTERS INSURANCE FOR PROPERTY DAMAGES AND INJURIES. SUCH COVERAGES SHALL NOT CONTAIN AN EXCLUSION FOR DAMAGES CAUSED BY PETS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO A "DOG BITE" EXCLUSION.
- (c) NO UNIT SHALL BE LEASED OR RENTED FOR A TERM OF LESS THAN SIX (6) UNINTERRUPTED MONTHS. TO THE EXTENT PERMITTED BY LAW, PROVIDED THE UNIT IS OCCUPIED BY THE OWNER, INDIVIDUAL ROOMS MAY BE RENTED WITH THE PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS. THE LEASING OF ANY UNIT SHALL NOT RELEASE OR DISCHARGE AN OWNER THEREOF FROM COMPLIANCE WITH ANY OF HIS OBLIGATIONS AND DUTIES AS AN OWNER.
- (d) IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO PROVIDE THE TENANT WITH A COPY OF THE GOVERNING DOCUMENTS. EVERY LEASE SHALL CONTAIN OR BE DEEMED TO CONTAIN A PROVISION THAT THE TENANT IS SUBJECT TO THE GOVERNING DOCUMENTS. THE OWNER AND THE TENANT SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ANY COSTS OR EXPENSES INCURRED ARISING FROM ANY VIOLATIONS OF THE TENANT. THE ASSOCIATION SHALL HAVE THE RIGHT TO TREAT ANY UNPAID COSTS OR EXPENSES AS AN ASSESSMENT AGAINST THE UNIT, AND SHALL HAVE ALL REMEDIES FOR THE COLLECTION OF DELINQUENT ASSESSMENTS SET FORTH IN THE GOVERNING DOCUMENTS.

- (e) SUBLEASING IS PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS. ALL REQUESTS FOR PERMISSION TO SUBLEASE SHALL REQUIRE THE WRITTEN APPROVAL OF THE BOARD OF DIRECTORS AND THE WRITTEN CONSENT OF THE OWNER. IN CONNECTION WITH ANY APPROVED SUBLEASE, THE OWNER WILL BE REQUIRED TO ACCEPT THE SAME RESPONSIBILITIES FOR THE APPROVED SUBLESSEE AS FOR THE ORIGINAL TENANT.
- (f) IN CONNECTION WITH THE LEASING OF A UNIT, THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO REQUIRE THAT OWNERS AND THEIR TENANTS EXECUTE A STANDARD LEASE ADDENDUM AS PROMULGATED BY THE BOARD OF DIRECTORS FROM TIME TO TIME
- (g) THE OWNER LEASING HIS UNIT SHALL BE DEEMED TO IRREVOCABLY APPOINT ASSOCIATION AS HIS AGENT OR ATTORNEY-IN-FACT IN HIS PLACE AND STEAD TO TERMINATE THE TENANCY OF ANY TENANT WHO VIOLATES ANY CONDITIONS OF THE GOVERNING DOCUMENTS. THE DETERMINATION OF WHETHER A VIOLATION HAS OCCURRED SHALL BE WITHIN THE SOLE DISCRETION OF THE BOARD OF DIRECTORS. THE OWNER SHALL BE LIABLE FOR ALL COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY THE ASSOCIATION IN CONNECTION WITH THE TERMINATION OF THE LEASE OR TENANCY AND THE EVICTION OF THE TENANT. THIS PROVISION SHALL NOT OBLIGATE THE ASSOCIATION TO TERMINATE THE LEASE AND EVICT THE TENANT FOR ANY VIOLATIONS OF LAW OR THE ASSOCIATION'S GOVERNING DOCUMENTS.
- (h) IN ORDER TO DETERMINE THAT PROPOSED TENANTS ARE FAMILIAR WITH THE ASSOCIATION'S GOVERNING DOCUMENTS, THE BOARD OF DIRECTORS, AT ITS OPTION, SHALL HAVE THE RIGHT TO REQUIRE A PERSONAL ORIENTATION MEETING WITH A PROPOSED TENANT PRIOR TO OCCUPANCY OF THE UNIT BY THE TENANT. THE BOARD OF DIRECTORS MAY DESIGNATE A COMMITTEE OR ANY INDIVIDUAL(S) TO CONDUCT SUCH MEETINGS.
- (i) IN THE EVENT AN OWNER IS DELINQUENT IN THE PAYMENT OF ANY REGULAR OR SPECIAL ASSESSMENTS DUE TO THE ASSOCIATION, THE ASSOCIATION SHALL HAVE THE AUTHORITY TO DIRECTLY COLLECT THE RENTAL PAYMENTS FROM THE OWNER'S TENANT. SUCH RENTAL PAYMENTS SHALL BE COLLECTED AND APPLIED IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE BOARD OF DIRECTORS.
- (j) THE ASSOCIATION MAY, FROM TIME TO TIME, ADOPT REASONABLE RULES AND REGULATIONS, OR AMEND THOSE PREVIOUSLY ADOPTED, PERTAINING TO THE LEASING, USE, AND OCCUPANCY OF UNITS. FURTHERMORE, THE ASSOCIATION MAY EXERCISE ALL REMEDIES AVAILABLE FOR VIOLATIONS OF THE PROVISIONS SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO THE RIGHT TO LEVY REASONABLE FINES, AN ACTION TO RECOVER SUMS DUE FOR DAMAGES, AND INJUNCTIVE RELIEF.
- (k) NO OWNER MAY LEASE A UNIT UNLESS THE OWNER HAS OWNED AND RESIDED IN THE UNIT INTENDED TO BE LEASED FOR A MINIMUM OF TWO (2) YEARS CONSECUTIVELY. (NOTE: section k was added by amendment on 10/2/05)

ALL OTHER PROVISIONS OF THE DECLARATION REMAIN UNCHANGED.