

This Instrument Was Prepared By:  
ALVIN CASSEL, ATTY.  
RICHARD A. CASSEL  
1168 N.W. Corporate  
Bay Harbor Islands, Florida 33154

77- 88038 MODIFICATION OF RESTRICTIONS

The undersigned, AMERICAN SAVINGS & LOAN ASSOCIATION OF FLORIDA and THE FIRST NATIONAL BANK OF MIAMI, AS TRUSTEE UNDER TRUST NO. 66326-V, dated November 18, 1971, as Grantors in that certain Warranty Deed dated June 26, 1973 in which SIDNEY KOHL, COMPUREAL MANAGEMENT CORP., a California corporation, and HERBERT S. LELCHUK, were the Grantees, and which Deed was recorded in Official Records Book 5351 at Page 735 of the Public Records of Broward County, Florida, and which Deed conveyed 74.40 acres of land in Broward County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part and parcel hereof, do hereby modify and amend the restrictions made a part of the said Deed by adding to them the following paragraph, to be known as Paragraph No. 15, as follows, to-wit:

"15. 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 other description provided they are parked and stored within an area specifically designated for that purpose, which area is totally enclosed with a 6-ft. fence and screened from the view from all roads, lakes, and residential units with suitable landscape material; and written approval of its location and landscape plan is first obtained from Pembroke Lakes, Ltd., its successors or assigns."

And the undersigned hereby declare that the said restrictions hereinabove referred to are amended hereby by the inclusion of the foregoing quoted paragraph as an addition thereto.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed by the proper officers hereunto duly authorized on the 30<sup>th</sup> day of March, 1977.

Witnesses:

AMERICAN SAVINGS & LOAN ASSOCIATION  
OF FLORIDA

Constance Q. Robbins

By:

Philip J. Barker  
Vice President

Barbara M. Kay

Attest:

Lawrence H. Hume  
Secretary

SOUTHEAST FIRST NATIONAL BANK OF MIAMI  
(Formerly The First National Bank of  
Miami) as Trustee Under Trust No. 66226-V

Stephanie Bender

By:

Philip K. Snyder

Stanley B. Palmer

Attest:

James W. Hume

RECEIVED 7003 PAGE 853

ACKNOWLEDGMENTS

State of Florida       )  
                              : SS:  
County of Dade        )

The foregoing instrument was acknowledged before me  
this 20th day of March, 1977, by Richard D. Baker  
and James H. Smith, respectively the Vice President  
and Secretary of AMERICAN SAVINGS & LOAN ASSOCIATION OF  
FLORIDA, a Florida corporation, on behalf of the Corporation.

Ernest D. Williams  
Notary Public, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 22, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

State of Florida       )  
                              : SS:  
County of Dade        )

The foregoing instrument was acknowledged before me  
this 21st day of March, 1977, by Richard D. Baker  
and James H. Smith, respectively the Vice President  
and Secretary of SOUTHEAST FIRST NATIONAL BANK OF MIAMI,  
As Trustee, a National Banking Association, on behalf of  
the Association.

Ernest D. Williams  
Notary Public, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 17 1981  
BONDED THRU GENERAL INS. UNDERWRITERS



REC-7003 PAGE 854

### LEGAL DESCRIPTION

A portion of Tracts 3 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 to the Public Records of Dade County, Florida, all being more particularly described as follows:

Commence at the Northwest corner of said Section 7; thence South 0 degrees 26 minutes 29 seconds West along the West line of said Section 7 for 50.00 feet to the Point of Beginning of the Parcel of land hereinafter described; thence continue South 0 degrees 26 minutes 29 seconds West along the West line of said Section 7 for 162.52 feet to a point of curvature; thence Southwesterly along a circular curve to the right having a radius of 2000.00 feet, a central angle of 9 degrees 01 minute 32 seconds for an arc distance of 315.05 feet to a point on the curve (said point bears South 80 degrees 31 minutes 59 seconds East from the center point of the last described curve); thence South 87 degrees 17 minutes 16 seconds East for 1349.23 feet; thence North 85 degrees 00 minutes 00 seconds East for 1926.57 feet; thence South 27 degrees 15 minutes 00 seconds East for 964.65 feet; thence South 44 degrees 44 minutes 16 seconds East for 599.07 feet; thence due East for 393.64 feet; thence North 0 degrees 01 minute 00 seconds West along a line parallel with and 50.00 feet West of as measured at right angles to the East line of said Section 7 for 1015.80 feet; thence South 89 degrees 38 minutes 05 seconds West at right angles to the last described course for 750.28 feet; thence North 45 degrees 02 minutes 44 seconds West for 847.79 feet; thence North 0 degrees 03 minutes 33 seconds West for 750.00 feet; thence South 89 degrees 56 minutes 27 seconds West along a line parallel with and 50.00 feet South of as measured at right angles to the North line of said Section 7 for 3907.92 feet to the Point of Beginning, lying and being in the City of Pembroke Pines in Dade County, Florida. Containing 74.40 Acres more or less.

RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA  
L. A. HARRIS  
COUNTY CLERK

REC-7003 page 835



77-232352

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":

W I T N E S S E T H:

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"  
attached 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 (75%) percent 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 more  
than seventy-five (75%) percent of the lots covered by the Declara-  
tion.

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 as an  
additional paragraph, the following language:

"In the event the Association exercises its  
option of installing a series of central T.V.  
antennas within the site connected to individual  
units with underground cable, the Association shall  
have the right of providing electrical power to  
each central T.V. antenna by drawing power from  
any one of the units within the building upon  
which said T.V. antenna is located. The  
Association shall reimburse the owner of said  
unit by giving \$1.00 per month credit to said

This instrument was prepared by:  
SCHWARTZ, NASH, HECKERLING,  
TESCHER & MORGENSTERN, P.A.  
Suite 1050 Forte Plaza  
1401 Brickell Avenue  
Miami, Florida 33131

By: Dale A. Hockerling  
LAW OFFICES OF SCHWARTZ, NASH, HECKERLING, TESCHER & MORGENSTERN, P.A. FORTÉ PLAZA, MIAMI, FLORIDA 33131

77 OCT 18 AM 10:11

REC-7248 PAGE 261

7.00



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 for electrical power based upon a present charge of 3.8 cents per kilowatt hour."

2. Except as hereinabove 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 10 day of October, 1977.

In the presence of:

*Joseph F. Altman*  
*Linda Widner*

CEDARWOODS OF PEMBROKE LAKES, INC.  
By: *Paul Kapelow*  
Paul Kapelow  
Vice President

STATE OF FLORIDA       )  
                              : SS:  
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 10 day of October, 1977.

My Commission Expires:

Nov. 17, 1980

*Thomas J. Gandy*  
NOTARY PUBLIC, State of Florida  
at Large

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. LESTER  
COUNTY CLERK

OFF.  
REC. 7248 PAGE 202

80- 35054

AMENDMENT TO DECLARATION OF CONVENANT, CONDITIONS  
AND RESTRICTIONS OF CEDARWOODS TOWNHOUSE 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 Townhouse 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 included; and

WHEREAS, the "Successor Declarant" desires to include all of the property intended to be subject to the conditions of said Cedarwoods Townhouse 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.


BRITTON, COHEN, KAUFMAN, BENSON & SCHANTZ  
8TH FLOOR, SOUTHEAST FIRST NATIONAL BANK BLDG.  
MIAMI, FLORIDA 33131

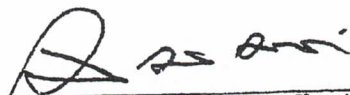
371-5192

8708 PAGE 110

IN WITNESS WHEREOF, FRED STANTON SMITH, AS CHAPTER X TRUSTEE  
OF THE ESTATE OF CEDARWOODS OF PEMBROKE LAKES, INC., a Florida  
corporation, Bankrupt, has hereunto set his hand and seal this 29<sup>th</sup>  
day of January, 1980.

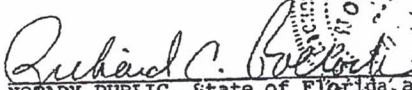
Witnessed by:

  
Marie Parkwitz

  
(SEAL)  
FRED STANTON SMITH, as Chapter X Trustee  
for CEDARWOODS OF PEMBROKE LAKES, INC.,  
Bankrupt

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF DADE )

On this 29<sup>th</sup> day of January, 1980, before me personally appeared  
FRED STANTON SMITH, as Chapter X Trustee for the Estate of CEDARWOODS OF  
PEMBROKE LAKES, INC., a Florida corporation, Bankrupt, to me known and  
known to me to be the individual described in and who executed the  
foregoing instrument, and he duly acknowledged to me that he executed  
same for the purpose therein set forth.

  
NOTARY PUBLIC, State of Florida at Large  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 25 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

THIS INSTRUMENT PREPARED BY:  
HAROLD A. GREENE, ESQ.  
800 Southeast First National Bank Bldg.  
Miami, Florida 33131

878708 PAGE 111



## LEGAL DESCRIPTION

## PARCEL # 3

A portion of Tracts 3 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, all being more particularly described as follows:

Commence at the Northwest corner of said Section 7; thence South 0 degrees 26 minutes 29 seconds West along the West line of said Section 7 for 50.00 feet to the Point of Beginning of the Parcel of land hereinafter described; thence continue South 0 degrees 26 minutes 29 seconds West along the West line of said Section 7 for 162.62 feet to a point of curvature; thence Southwesterly along a circular curve to the right having a radius of 2000.00 feet, a central angle of 0 degrees 01 minute 32 seconds for an arc distance of 315.05 feet to a point of the curve (said point bears South 80 degrees 31 minutes 59 seconds East from the center point of the last described curve); thence South 87 degrees 17 minutes 16 seconds East for 1349.31 feet; thence North 85 degrees 00 minutes 00 seconds East for 1986.57 feet; thence South 27 degrees 15 minutes 00 seconds East for 964.65 feet; thence South 44 degrees 44 minutes 16 seconds East for 1627.23 feet; thence South 66 degrees 20 minutes 05 seconds East for 151.76 feet; thence due South for 150.00 feet to a point on the next described curve (said point bears North 1 degree 45 minutes 04 seconds West from the center point of the next described curve); thence Easterly along a circular curve to the right having a radius of 1962.86 feet, a central angle of 1 degree 45 minutes 04 seconds for an arc distance of 59.99 feet to the point of tangency; thence due East for 39.96 feet (the last two mentioned courses being coincident with the Northerly Right-of-Way of Taft Street according to the aforesaid Plat of Pembroke Lakes Section One); thence due North for 140.00 feet; thence North 62 degrees 02 minutes 31 seconds East for 149.31 feet; thence North 0 degrees 01 minute 55 seconds West along a line parallel with and 53.00 feet West of as measured at right angles to the East line of said Section 7 for 20.00 feet; thence due East for 3.00 feet; thence North 0 degrees 01 minute 55 seconds West along a line parallel with and 50.00 feet West of as measured at right angles to the East line of said Section 7 for 1015.80 feet; thence South 89 degrees 58 minutes 05 seconds West at right angles to the last described course for 750.00 feet; thence North 85 degrees 02 minutes 44 seconds West for 847.79 feet; thence North 0 degrees 05 minutes 33 seconds West for 750.00 feet; thence South 89 degrees 56 minutes 27 seconds West along a line parallel with and 50.00 feet South of as measured at right angles to the North line of said Section 7 for 3907.92 feet to the Point of Beginning, lying and being in the City of Pembroke Pines in Broward County, Florida. Containing 75.26 Acres more or less.

EXHIBIT "D"

8708 REC 112

BRITTON, COHEN, KAUFMAN, BENSON &amp; SCHANTZ

8TH FLOOR, SOUTHEAST FIRST NATIONAL BANK BLDG.

MIAMI, FLORIDA 33131

371-5192

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

77-119513

77 MAY 24 AM 8:19  
77R123178

REC 9690 15 367

11-26

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 (75%) percent 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 oper-  
ating and maintaining this system will be a require-  
ment of the Association."

This instrument was prepared by:  
SCHWARTZ, NASH, HECKERLING,  
YESCHER & MORSEWERN, P.A.  
Suite 1000 Fifth Floor  
1401 Brickell Avenue  
Miami, Florida 33131

By: Dale A. Heckerling

REC. 7057 page 981

1492



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 as 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 TOWNHOUSES 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 hereinbelow modified.

5. Section 5 of Article VI is amended as follows: The language "similarly designed" as stated and set forth therein is hereby deleted. Except to such extent, said Section shall remain in full force and effect.

6. Except as hereinabove 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 20 day of May, 1977.

In the presence of:

CEDARWOODS OF PEMBROKE LAKES, INC. (SEAL)

*[Signature]*  
Paul Kapelon

By *[Signature]*  
PAUL KAPELON  
Vice President

REC 9890 # 368  
PAGE 932



STATE OF FLORIDA )  
COUNTY OF Dade ) SS:

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 execu-  
ted 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 Dade,  
County of Dade, State of Florida, this 1st day of May,  
1977.  
My Commission Expires: 8-11-78

*[Signature]*  
Notary Public, State of Florida at  
Dade

OFF REC 7057 PAGE 933

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.

DEC 9690 R 371

Blm

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; thence 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 126.73 feet to the Point of Beginning; thence continue South 0 degrees 26 minutes 29 seconds West, along the last described course for 88.30 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 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 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 33.05 feet to a Point of Tangency; also being the Point of Beginning, lying; and being in Broward County, Florida.

Order No. 126148-A

April 26, 1977

-Prepared by-

SCHERER-SHISWIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

OFFICE  
REC. 7057 PAGE 935

EXHIBIT "B"



DEF 9600 : 372

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 2080.99 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. 126148-8

April 26, 1977

-Prepared by-

SCHMECKE-SHICKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

ALLIANCE OF THE SOUTHERN STATES  
OF FLORIDA  
I. A. HENDERSON  
COUNTY ADMINISTRATOR

RECORDED IN PUBLIC RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD 7057 PAGE 986  
RICHARD P. BRUNER,  
CLERK CIRCUIT COURT

EXHIBIT "C"

RECORD AND RETURN TO:  
HOWARD C. MILLER, P.A.  
ATTORNEY AT LAW  
4651 STEEDMAN STREET, SUITE 465  
HOLLYWOOD, FL. 33021

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

85-404850

THIS AMENDMENT is made this 26<sup>th</sup> 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 (75%) percent 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 I 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 cancelled by a vote of seventy-five (75%) percent 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

35 NOV 29 AM 3:28

REF 13002 PAGE 702

ND



RECORDS AND RETURN TO:  
HOWARD S. MILLER, P.A.  
ATTORNEY AT LAW  
4651 SHERIDAN STREET, SUITE 405  
HOLLYWOOD, FL. 33021

entitled to cast twenty-five (25%) percent of the votes shall constitute a quorum for any action pursuant to this section.

EXECUTED as of the date first above writton.

CEDARWOODS TOWNHOUSES  
HOMEOWNERS ASSOCIATION, INC.

Signed, sealed and delivered  
in the presence of:

(corporate seal)

Howard S. Miller

By: Alan Abramson  
ALAN ABRAMSON, President

John H. Morris

Attest: Jerry Mittel  
JERRY MITTEL, Secretary  
J. L. Lippin

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

BEFORE ME, the undersigned authority, personally appeared  
ALAN ABRAMSON and <sup>Jerry Mittel</sup> JERRY MITTEL, President and Secretary,  
respectively, of CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION,  
INC., a Florida corporation, and they acknowledged to and before  
me this 26 day of November, 1985, on behalf of the  
co' oration.

Howard S. Miller  
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEP 19, 1988  
BONDED FROM GENERAL INS. CO.

RECORDED IN THE OFFICIAL RECORDS DIV.,  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

OFF 13002 PAGE 703



**CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF CEDARWOODS TOWNHOUSES HOMEOWNERS  
ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 27 day of July, 2000 by Cedarwoods Townhouses Homeowners Association, Inc., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

**RECITALS**

**WHEREAS**, the Association has been established for the operation of Cedarwoods Townhouses in accordance with the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc. and related documents which were recorded in Official Records Book 6791, at Page 263 of the Public Records of Broward County, Florida, and as subsequently amended (the "Declaration"); and

**WHEREAS**, the By-Laws of the Association were recorded in Official Records Book 6791 at Page 273 of the Public Records of Broward County, Florida (the "By-Laws"); and

**WHEREAS**, an amendment was proposed to the By-Laws to add a new Article XIV entitled, "Enforcement and Fining" at the duly noticed Annual Meeting of the Members convened on the 29th day of June, 2000 at which a quorum of Members was present in person and by Proxy; and

**WHEREAS**, the proposed Amendment to add a new Article XIV to the By-Laws was approved by a vote of not less than a majority of the Members present in person or by Proxy at the Annual Meeting in accordance with the provisions of Section 1 of Article XIII of the By-Laws.

**NOW, THEREFORE**, the Association hereby states as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All of the following is new language.
2. The By-Laws are hereby amended to add the following new Article XIV:

**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, 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 amount of 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 for each day of a continuing violation, (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.

3. All other provisions of the By-Laws remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 27 day of July, 2000.

Witnesses:

**CEDARWOODS TOWNHOUSES  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida corporation not-for-profit

Juan J. Martinez  
Print Name JUAN J. MARTINEZ

Julie R. Fear  
Print Name JULIE R. FEAR

By: Richard A. Grant  
Richard Grant, President

Juan J. Martinez  
Print Name JUAN J. MARTINEZ

Julie R. Fear  
Print Name JULIE R. FEAR

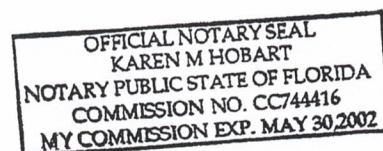
By: Vito Verga  
Vito Verga, Secretary

STATE OF FLORIDA)  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2000 by Richard Grant as President and Vito Verga as Secretary of Cedarwoods Townhouses Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced \_\_\_\_\_ and picture id as identification) and (did)/(did not) take an oath.

Signature: Karen M. Hobart  
Name:  
My Commission Expires:

This instrument prepared by:  
Lisa A. Lerner, Esquire  
Siegfried, Rivera, Lerner,  
De La Torre & Sobel, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, Florida 33134





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

THIS AMENDMENT is executed this 11 day of JULY, 2002 by Cedarwoods Townhouses Homeowners Association, Inc., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

RECITALS

**WHEREAS**, the Association has been established for the operation of Cedarwoods Townhouses in accordance with the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc. and related documents which were recorded in Official Records Book 6791, at Page 263 of the Public Records of Broward County, Florida, and as subsequently amended (the "Declaration"); and

**WHEREAS**, amendments were proposed to Article VII of the Declaration to amend Sections 8 and 19 and to add a new Section 24 in accordance with the provisions of Section 4 of Article VI of the Declaration at the duly noticed Annual Meeting of the Members ("Annual Meeting") held on the 26th day of June, 2002 at which a quorum of the Members was attained in person and by Proxy; and

**WHEREAS**, the proposed amendments to Article VII of the Declaration were approved at the Annual Meeting by the affirmative vote of a majority of those Members of the Association present in person or by Proxy and as otherwise required by Section 4 of Article VI of the Declaration.

**NOW, THEREFORE**, the Association hereby states as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscoring. Deleted language is indicated by ~~struck-through~~ type.
3. Section 8 of Article VII of the Declaration, entitled "Signs", is hereby amended as follows:

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 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 an interior window of the Unit.~~

4. Section 19 of Article VII of the Declaration, entitled "TV Antennas", is hereby amended as follows:

Section 19. TV Antennas. There ~~shall~~ 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 T.V. antennas within the site connected to

individual units with underground cable, the Association shall have the right of providing electrical power to each central T.V. antenna by drawing power from any one of the units within the building upon which said T.V. 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 for 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) 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.

5. Article VII of the Declaration is hereby amended to add a new Section 24, entitled "Leasing Restrictions", as follows:

Section 24. Leasing Restrictions. As of the effective date of this Amendment, no Owner may lease their 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 his Unit; (3) occupancy of the Unit by the proposed tenant would violate any provision of this Declaration, the By-Laws, Articles of Incorporation or Rules and Regulations of the Association as same 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 the 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 commence such proceeding and shall not relieve the Owner of his obligation 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 meeting.
- (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.

- (i) 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.

6. All other provisions of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 11<sup>th</sup> day of July, 2002.

Witnesses:

CEDARWOODS TOWNHOUSES  
HOMEOWNERS ASSOCIATION, INC.,  
a Florida corporation not-for-profit

E. duChaussee

Print Name EVA duCHAUSSEE

Paul W. Smith

Print Name Paul W. Smith

By: Julie Fear  
Julie Fear, President

E. duChaussee

Print Name EVA duCHAUSSEE

Paul W. Smith

Print Name Paul W. Smith

By: Joyce Regina  
Joyce Regina, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 11 day of July, 2002 by Julie Fear as President and Joyce Regina as Secretary of Cedarwoods Townhouses Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced \_\_\_\_\_ and \_\_\_\_\_ as identification) and (did)/(did not) take an oath.

Signature: [Signature]  
Name:  
My Commission Expires:

This instrument prepared by:  
Lisa A. Lerner, Esquire  
Siegfried, Rivera, Lerner,  
De La Torre & Sobel, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, Florida 33134  
H:\LIBRARY\CASES\3213\1970068\HX6575.WPD



Robert S. Cobb  
MY COMMISSION # 00783411 EXPIRES  
November 26, 2004  
BONDED THIRD PARTY FARM INSURANCE, INC.

9/05

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

THIS AMENDMENT is executed this 21<sup>st</sup> day of September 2005 by Cedarwoods Townhouses Homeowners Association, Inc., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Cedarwoods Townhouses in accordance with the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc. and related documents which were recorded in Official Records Book 6791, at Page 263 of the Public Records of Broward County, Florida, and as subsequently amended (the "Declaration"); and

WHEREAS, an amendment was proposed to Section 24 of Article VII of the Declaration to add a new Section (k) in accordance with the provisions of Section 4 of Article VI of the Declaration at the duly noticed Annual Meeting of the Members ("Annual Meeting") held on the 23 day of June, 2005 at which a quorum of the Members was attained in-person and by Proxy; and

WHEREAS, the proposed amendment to Article VII of the Declaration was approved at the Annual Meeting by the affirmative vote of a majority of those Members of the Association present in person or by Proxy and as otherwise required by Section 4 of Article VI of the Declaration.

NOW, THEREFORE, the Association hereby states as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.
3. Section 24 of Article VII of the Declaration is hereby amended to add a new Section (k) as follows:

(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.

4. All other provisions of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 21<sup>st</sup> day of September 2005.

Witnesses:

Paul W. Smith  
Print Name Paul W. Smith  
Jean L. Hesse  
Print Name JEAN L. HESSE

CEDARWOODS TOWNHOUSES  
HOMEOWNERS ASSOCIATION, INC.,  
a Florida corporation not-for-profit

By: [Signature]  
Diana M. Hollander, President

Paul W. Smith  
Print Name Paul W. Smith  
Jean L. Hesse  
Print Name JEAN L. HESSE

By: Jan Soares  
Jan Soares, Secretary

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of SEPTEMBER, 2005  
by Lydia M. Hollander as President and Jan Soares as Secretary of Cedarwoods Townhouses  
Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They (who are  
personally known to me) ~~(who have produced~~ \_\_\_\_\_ and

\_\_\_\_\_ as identification) and (did) ~~(did not)~~ take an oath.  
Signature: Dana D. Cole  
Name: DANA D. COLE  
My Commission Expires:



This instrument prepared by:  
Roberto C. Blanch, Lerner, Esquire  
Siegfried, Rivera, Lerner,  
De La Torre & Sobel, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, Florida 33134

H:\LIBRARY\CASES\3213\1970068\PE4663.WPD



6-09

CERTIFICATE OF AMENDMENT

TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Cedarwood Townhouses Homeowners Association, Inc. (the "Declaration") was duly recorded among the Public Records of Broward County, Florida, at Official Records Book 6791, Page 263, et seq.;

**WHEREAS**, Cedarwood Townhouses Homeowners Association, Inc. (the "Association") filed that certain NOTICE OF PRESERVATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., recorded September 15, 2006 at Official Records Book 42768, Page 1733, et seq., in the Public Records of Broward County, Florida, which Notice extended for a period of thirty (30) years the provisions of said Declaration, pursuant to Section 712.06, Florida Statutes; and

**WHEREAS**, at a duly called and noticed Annual Meeting of the Members of the Association, held on June 25, 2009 at which a quorum of Members was present in person or by proxy, the Members approved the amendment to the Declaration set forth below by an affirmative vote in excess of that required for amendments to the Declaration, pursuant to Article VI, Section 4, of the Declaration, as amended.

**NOW THEREFORE**, the undersigned hereby certify that the following amendment to the Declaration of Covenants was approved by the Members:

NOTE: New words inserted in the provision to be amended are underlined. Words deleted from the text of the provision to be amended are lined through with hyphens.

**Declaration, Article VII, SPECIFIC PROVISIONS, Section 24, Leasing Restrictions, Subsection (k), is amended to read as follows:**

(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. The estate of a deceased Owner or the beneficiaries of the estate of a deceased Owner who acquires title to a Unit as a result of a probate administration or other form of inheritance, may lease the subject Unit as long as the deceased Owner was the record title owner of the subject Unit for a period of at least two (2) continuous years prior to his or her death.

IN WITNESS WHEREOF CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., has executed this Certificate of Amendment to the Declaration of Covenants of CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., this \_\_\_\_ day of July, 2009.

WITNESSES

Sign [Signature]  
Print VICTOR RAMIREZ  
Sign [Signature]  
Print LYDIA M. HOLLANDER

CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
LINDA TOWER, President  
By: [Signature]  
Donna Cole, Secretary

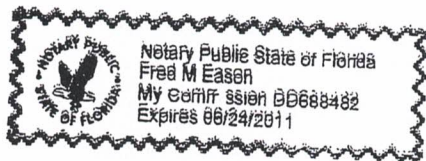
STATE OF FLORIDA                    )  
  )SS  
COUNTY OF BROWARD            )

The foregoing instrument was acknowledged before me this 23 day of July, 2009, by LINDA TOWER, as President, and DONNA COLE, as Secretary of CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me and did take an oath.

NOTARY PUBLIC:

SIGN [Signature]

PRINT FRED M. EASON  
State of Florida at Large



My Commission Expires:

This Document Prepared by:  
Kevin M. Kennedy, Esquire  
Bakalar & Associates, P.A.  
150 South Pine Island Road, Suite 540  
Plantation, FL 33324



**CERTIFICATE OF AMENDMENT**

TO THE BY-LAWS OF CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Cedarwood Townhouses Homeowners Association, Inc. (the "Declaration") was duly recorded among the Public Records of Broward County, Florida, at Official Records Book 6791, Page 263, et seq.;

**WHEREAS**, the By-Laws of Cedarwood Townhouses Homeowners Association, Inc. (the "Association") appears as an attachment or exhibit to said Declaration, at Official Records Book 6791, Pages 273 - 280, inclusive, of the Public Records of Broward County, Florida;

**WHEREAS**, the "Association" filed that certain NOTICE OF PRESERVATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., recorded September 15, 2006 at Official Records Book 42768, Page 1733, et seq., in the Public Records of Broward County, Florida, which Notice extended for a period of thirty (30) years the provisions of said Declaration, pursuant to Section 712.06, Florida Statutes; and

**WHEREAS**, at a duly called and noticed Annual Meeting of the Members of the Association, held on June 25, 2009 at which a quorum of Members was present in person or by proxy, the Members approved the amendment to the By-Laws set forth below by an affirmative vote in excess of that required for amendments to the By-Laws, pursuant to Article XII, Section 1, of the By-Laws, as amended.

**NOW THEREFORE**, the undersigned hereby certify that the following amendment to the By-Laws was approved by the Members:

NOTE: New words inserted in the provision to be amended are underlined. Words deleted from the text of the provision to be amended are lined through with hyphens.

**By-Laws, Article III, MEETING OF MEMBERS, Section 1, Annual Meetings, is amended to read as follows:**

Section 1. Annual Meetings.

The first annual meeting of the Members shall be held on or before one (1) year from the date of 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 each year thereafter, at such time and place as might be determined by the Board of Directors. Notwithstanding any other provisions to the contrary, commencing with the annual meeting of the Members to be held in 2010, the annual meeting shall



be held on a date in the month of April, 2010, as the Board of Directors may choose, and thereafter the annual meeting of the Members shall be held annually on a date in the month of April each succeeding year, at such time and place as might be determined by the Board of Directors.

IN WITNESS WHEREOF, CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., has executed this Certificate of Amendment to the By-Laws of CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., this \_\_\_\_ day of July, 2009.

WITNESSES

Sign

Print

Sign

Print

[Signature]  
LYDIA M HOLLANDER

CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

By:

By:

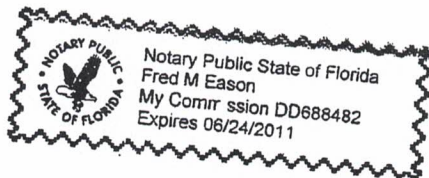
[Signature]  
LINDA TOWER, President  
[Signature]  
Donna Cole, Secretary

STATE OF FLORIDA )

)SS

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 23 day of July, 2009, by LINDA TOWER, as President, and DONNA COLE, as Secretary of CEDARWOOD TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me and did take an oath.



NOTARY PUBLIC:

SIGN

PRINT

[Signature]  
FRED M. EASON  
State of Florida at Large

My Commission Expires:

This Document Prepared by:  
Kevin M. Kennedy, Esquire  
Bakalar & Associates, P.A.  
150 South Pine Island Road, Suite 540  
Plantation, FL 33324

Recorded 06/03/2010 at 02:10 PM,

Broward County Commission, Deputy Clerk 3375

This Document Prepared by:  
Scott J. Levine, Esquire  
Brough, Chadrow & Levine, P.A.  
1900 North Commerce Parkway  
Weston, FL 33326

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

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc. (the "Declaration") was duly recorded in Official Records Book 6791 at Page 263, et. seq. of the Public Records of Broward County, Florida, and as subsequently amended; and

**WHEREAS**, at a duly called and noticed meeting of the membership of Cedarwoods Townhouses Homeowners Association, Inc., a Florida not-for-profit corporation, held on Thursday, the 22<sup>nd</sup> day of April, 2010, at which a quorum of the membership was present, the members approved the amendments to the Declaration set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration; and

**NOW THEREFORE**, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments to the Declaration as approved by the membership:

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CEDARWOODS TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

NOTE: New words inserted in the provisions to be amended are underlined. Words deleted from the text of the provisions to be amended are lined through with hyphens.

1. ARTICLE VI, GENERAL PROVISIONS, Section 4, is amended to read as follows:

Amendment: The covenants and restrictions contained in this declaration shall run and bind the land for a term of twenty (20) years from 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 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 the 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%)~~ fifteen percent (15%) of the votes shall constitute a quorum for any action pursuant to this section.



## 2. ARTICLE VII, Section 17 is amended to read as follows:

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.

The Association provides guest spaces for the use by guests for temporary parking. Any guest vehicle scheduled to be parked over five (5) days shall be registered in advance with the Cedarwoods office. Residents may also use guest parking on a temporary basis provided that both of their owned spaces are occupied. Owner's vehicles occupying guest spaces in violation of this policy are subject to towing with out notice at the owner's expense and/or fines in accordance with the declaration. The Association shall not be liable to the owner of such vehicle for trespass, conversion, damage, or guilty of any criminal act by reason of such towing.

IN WITNESS WHEREOF, Cedarwoods Townhouses Homeowners Association, Inc. has executed this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc., this 4 day of MAY, 2010.

WITNESSES

Sign

Print

LYDIA M HOLLANDER

By:

Linda Tower

President

Sign

Print

C. TURNER

By:

Donna Cole

Secretary

STATE OF FLORIDA

SS

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4 day of MAY 2010, by LINDA TOWER, as President, and DONNA COLE, as Secretary of Cedarwoods Townhouses Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or produced \_\_\_\_\_ as identification, and did take an oath.

NOTARY PUBLIC:

SIGN

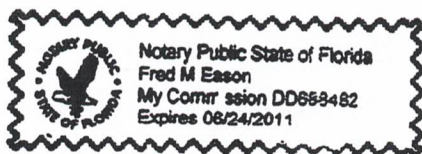
Fred M. Eason

PRINT

FRED M. EASON

STATE OF FLORIDA AT LARGE

My Commission Expires:





This Document Prepared by:  
Scott J. Levine, Esquire  
Brough, Chadrow & Levine, P.A.  
1900 North Commerce Parkway  
Weston, FL 33326

CFN# 110751709  
OR BK 48743 Pages 1689 - 1692  
RECORDED 05/11/12 08:50:42 AM  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 3405  
#1, 4 Pages

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

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc. (the "Declaration") was duly recorded in Official Records Book 6791 at Page 263, et. seq. of the Public Records of Broward County, Florida, and as subsequently amended; and

**WHEREAS**, at a duly called and noticed meeting of the membership of Cedarwoods Townhouses Homeowners Association, Inc., a Florida not-for-profit corporation, held on Thursday, the 26<sup>th</sup> day of April, 2012, at which a quorum of the membership was present, the members approved the amendment to the Declaration set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration; and

**NOW THEREFORE**, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment to the Declaration as approved by the membership:

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

(Deletions indicated by strikeout "-----", Additions by "underlining")

- I. *Amendment to Article VII, Section 24(a) of the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc. is as follows:*
- (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. All leases and lease renewals shall be subject to the prior written approval of the Association. Approval shall not be unreasonably withheld. For purposes hereof, and subject to the minimum consecutive two (2) year waiting period prior to the leasing of a Unit as set forth in Article VII, Section 24(k) of this Declaration, occupancy of a Unit by a person or persons in the absence of the Owner, except for the spouse of the Owner, parents, grandparents, children or siblings, of either the Owner or spouse (with proof of such familial relationship to be provided to the Association upon request for same), in excess of sixty (60) days, shall be treated as a lease and must be approved in advance in writing by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease/renewal term, an Owner or his/her agent shall apply to the Association, in writing, for approval of such lease/renewal; if desired, the Board or its managing agent may prescribe the application form. The Board may require the use of a uniform lease or require the addition of a lease addendum, protecting the Association's interests. The Owner or the proposed tenant(s) shall furnish to the Association such information as the Association may reasonably require, including a copy of the proposed lease/renewal, the name(s), contact number(s) and address(es) of the Owner, the proposed tenant(s) and any real estate agents or brokers involved in the transaction, and the prospective tenant(s) (as well as all intended occupants of the Unit) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease/renewal. The Association may require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. If a lease / lease renewal is approved by the Board as provided for herein, the Association shall be provided with a fully executed copy of the lease and lease addendum (if required by the Board) prior to occupancy of the Unit by the tenant(s).

(i) Disapproval of Lease. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease/renewal within thirty (30) days after receipt of the application for lease/renewal on any prescribed form, completed with all required information, and the personal interview of the proposed tenant(s), whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Unit made in violation of this Declaration shall be voidable and the Association may act as agent for Owner and invoke any remedies provided by law, including but not limited to, the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. The Board may consider the following factors and may confer with counsel in reaching its decision. In addition to the factors and items contained in Article VII, Section 24(b) of this Declaration, the following may be deemed to constitute good cause for disapproval:

(a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct



himself or herself inconsistently with the Declaration or applicable Rules and Regulations, or the occupancy would be inconsistent with the aforementioned documents.

- (b) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.
- (c) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.
- (d) The Owner allows a prospective tenant to take possession of the premises prior to approval by the Association as provided for herein.
- (e) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.
- (f) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.
- (g) All assessments, fines and other charges against the Unit have not been paid in full, and/or the Unit (and/or the Owner(s) thereof) is in violation of any of the provisions of the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.
- (ii) Application Fees. The Association may require the payment of a preset application fee of \$100.00 simultaneously with the giving of notice of intention to lease or sell/transfer/convey a Unit. Said application fee shall be set by the Board from time to time and shall be in conformance with applicable law.

- II. *Except as amended and modified herein, all other sections of the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc. shall remain unchanged and in full force and effect according to their terms, as previously amended.*

IN WITNESS WHEREOF, Cedarwoods Townhouses Homeowners Association, Inc. has executed this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedarwoods Townhouses Homeowners Association, Inc., this 2 day of MAY, 2012.

[SIGNATURES ON FOLLOWING PAGE]



WITNESSES

Sign [Signature]  
Print FANNY WILLIAMS

Sign [Signature]  
Print FANNY WILLIAMS

By: [Signature]  
[Signature], President

By: [Signature]  
[Signature], Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

)  
)SS  
)

The foregoing instrument was acknowledged before me this 2 day of MAY 2012, by [Signature], as President, and [Signature], as Secretary of Cedarwoods Townhouses Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or produced \_\_\_\_\_ as identification, and did take an oath.

NOTARY PUBLIC:

SIGN [Signature]

PRINT JANICE COHEN

STATE OF FLORIDA AT LARGE

My Commission Expires:

