

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAUREL COVE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on May 31, 1995, as shown by the records of this office.

The document number of this corporation is N95000002546.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirty-first day of May, 1995



CR25022 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

BN23993FC0448

ARTICLES OF INCORPORATION
OF
LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.

95 MAY 31 PM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617.01, Florida Statutes, the undersigned, all of whom are residents of the State of 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:

ARTICLE I.

The name of the corporation is LAUREL COVE HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II.

The principal office of the Association is located at 1301 E. GLEN OAK Rd., North Lauderdale, Florida 33069.

ARTICLE III.

William F. Friel, III, whose address is 1301 E. Glen Oak Rd., North Lauderdale, Florida 33068, is hereby appointed the initial registered agent of this Association.

ARTICLE IV.

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 Units and Common Area within that certain tract of property described as:

SEE EXHIBIT "A" ATTACHED

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 for this purpose to:

(a) exercise all of the powers and privileges and to

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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 Public Records of Broward 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 gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use 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 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 Board of Directors.

(f) participate in mergers and consolidations with other non-profit organizations organized for the same purposes or annex additional residential property and Common area, provided that any such merger, consolidation or annexation shall be done in accordance with the Declaration of Covenants, Conditions, and Restrictions;

(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 may now or hereafter have or exercise.

ARTICLE V.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, 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 any Unit which is subject to assessment by the Association.

ARTICLE VI.

VOTING RIGHTS

The Association shall have two 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 vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and terminate upon the earlier of the following:

- a. 75% of the units are deeded to homeowners.
- b. On July 1, 1996.

RECORDED
2393350451

ARTICLE VII.

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. Until the termination of the Class B membership, three individuals will constitute the Board of Directors. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
WILLIAM F. FRIEL, III	1301 E. Glen Oak Rd. North Lauderdale, FL 33068
MARIE FRIEL	1301 E. Glen Oak Rd. North Lauderdale, FL 33068
CHARLES L. JAFFEE	1301 E. Glen Oak Rd. North Lauderdale, FL 33068

At the first annual meeting after the termination of the Class B membership, the members shall elect seven directors for a term of one year.

ARTICLE VIII.

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 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 IX

The name and address of the Incorporators are William F. Friel, III, Marie Friel and Charles L. Jaffee all at 1301 E. Glen Oak Road, North Lauderdale, Florida 33068.

20250452

ARTICLE X.

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the association. The assent of 66 2/3 of membership is required for passage.

ARTICLE XII

FHA/VA APPROVAL

Annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the articles requires prior approval of HUD/VA as long as there is a class B membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 24 day of May, 1995.

William H. B. A.

Marie Spial

GLP

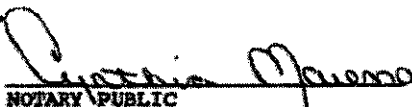
0121993END453

STATE OF FLORIDA
COUNTY OF BROWARD }

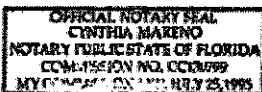
SS:

BEFORE ME, a Notary duly authorized to take acknowledgements in the State and County set forth above personally appeared WILLIAM F. FRIEL, III, MARIE FRIEL, and CHARLES L. JAFFEE, who have executed these Articles of Incorporation for the above entity and they acknowledge before me that they have executed this document.

IN WITNESS WHEREOF I have set my hand and affix my official seal State of Florida, County of Broward, set forth this 9th day of May, 1995.


NOTARY PUBLIC

My Commission Expires:



CONSENT OF REGISTERED AGENT

HAVING BEEN NAMED resident agent for this Corporation at the registered office designated in the foregoing Articles of Incorporation, the undersigned accepts the designation.


WILLIAM F. FRIEL, III

002399300454

ALL OF TRACT "A", OF NORTH LAUDERDALE VILLAGE SECTION FIVE, A
SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 109, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY,
FLORIDA.

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

EX-2393 PG 0455

95 MAY 31 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

INSTR # 180439092
OR BK 38727 PG 1081
RECORDED 08/22/2000 03:30 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2030

RECORDING COVER PAGE

Return to:

Laurel Cove Homeowner's Assoc.
C/O Robin Roland
8213 Southgate Boulevard
North Lauderdale, FL 33068

Document Description:

BY-LAWS OF LAUREL COVER HOMEOWNER'S ASSOCIATION
(13 pages)

Cover page prepared by:

Mitchell Sens, P.A.
8211 West Broward Boulevard, Suite 450
Plantation, FL 33324

BY-LAWS
OF
LAUREL COVE HOMEOWNERS ASSOCIATION

ARTICLE I.

NAME AND PURPOSE. The name of the corporation is LAUREL COVE HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1301 E. Glen Oak Road, North Lauderdale, Florida 33068, but meetings 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.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to LAUREL COVE HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the 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. "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties 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 Unit 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 OCKAP 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 Public Records of Broward County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III.

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one 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 the hour of 8 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice 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 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 the 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 votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, 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 power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. 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.

ARTICLE IV.

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. However until the termination of the Class B membership, only three directors shall be required.

Section 2. Term of Office. At the first annual meeting after the Class B membership is terminated, the members shall elect five directors for a term of one year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a 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 members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. 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 5. Action Taken Without a Meeting. The directors 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 the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors 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 of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such 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 of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors 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.

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. 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.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have 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 and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and

authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors 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 the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see 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) file a lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer 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 Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, 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 of Directors following each annual meeting of the members.

Section 3. Term. The officers of this 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 5. 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 6. Multiple Offices. 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 7. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; 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

(b) 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

(c) 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 on all papers requiring said seal; serve notice of meetings of the Board and the members; keep appropriate current records

showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a 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 Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors 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 of Incorporation and the By-Laws of the Association 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 property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. 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 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XII.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LAUREL COVE HOMEOWNERS ASSOCIATION.

ARTICLE XIII.

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.

Section 2. In the case of any conflict between the Articles of Incorporation 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. Hud/VA has the right to veto amendments while there is a class B membership.

**ARTICLE XIV.
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Prepared by:
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to the By-Laws of Laurel Cove Homeowners' Association, Inc., as described in Official Records Book 30727, at Page 1082 of the Public Records of Broward County, Florida, said Association governing pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Laurel Cove, as described in Official Records Book 23993, at Page 429 of the Public Records of Broward County, Florida, were duly adopted in accordance with the requirements of the By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of October, 2004, in Broward County, Florida.

By: Elizabeth Stock
PRESIDENT

Print: Elizabeth Stock

Attest: Lynda Miller
SECRETARY

Print: Lynda Miller

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of October, 2004, by Elizabeth Stock, as President and Lynda Miller, as Secretary of Laurel Cove Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Roseana Collazo
Notary Public, State of Florida at Large

My Commission Expires: 6/9/06



Roseana Collazo
My Commission DD123819
Expires June 09, 2006

**AMENDMENT TO BY-LAWS OF
LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.**

(Unaffected language is indicated with " . . . ", deletions with " ———",
and added language is underlined.)

Article III.

MEETING OF MEMBERS.

Section 1. Annual Meetings. The first ~~Annual~~ Meeting of the ~~M~~members shall be held in the month of August at such time, date and place as determined by the Board of Directors ~~within one 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 the hour of 8 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.~~

. . .

Prepared by:
Kaye & Roger, P.A.
6261 NW 6th Way
Suite 103
Ft. Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAUREL COVE

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions and Restrictions of Laurel Cove, as described in Official Records Book 23993 at Page 0429 of the Public Records of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 3 day of Sept., 2002, at _____, Broward County, Florida.

By: Elizabeth Stock

Print: Elizabeth Stock

Attest: Lynda Miller

Print: Lynda Miller

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of Sept., 2002 by Elizabeth Stock as President and Lynda Miller as Secretary of Laurel Cove Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



Deborah A. Brideman
Commission # 00170248
Expires Sep. 12, 2003
Renewed 7/20/03
4111 1/2th - 11th Street
Ft. Lauderdale, FL 33309

NOTARY PUBLIC:

sign

print

State of Florida at Large

My Commission Expires:

KAYE & ROGER P.A.
WILL CALL #109

**PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAUREL COVE**

(additions indicated by underlining, deletions by "—",
and unaffected language by "...")

1. *To provide for a modification to maintenance of the exterior of residential dwellings by requiring all homeowners to be responsible for maintaining the planting beds on their property, and to clarify Section 3 and Section 5 of Article XII, said Sections are amended as follows:*

ARTICLE XII

MAINTENANCE

Section 3. In order to further insure the beauty of the residential community within the property, the Association shall at all times maintain the exterior portions of the dwellings in a neat and aesthetically pleasing and proper condition, and in a manner which is not unreasonably offensive to any property owner within the property. Except for what is excluded in Section 5 below, the exterior of all residential dwellings including, but not limited to, roofs, walls, shall be maintained by the Association in good condition and repair and in a neat and attractive manner, and all painted areas shall be regularly and neatly painted. No excessive rust deposits on the exterior of any dwelling, peeling of paint or discoloration of same shall be permitted. The Board of Directors will determine necessary work to be done. ~~The Board of Directors will be responsible for landscape fertilizing and re-mulching all planting beds, including trees located in sod areas, at least one time per year with a 2" layer of shredded cypress mulch.~~ All such maintenance shall be paid with Association funds.

Section 5. Unit Owners are responsible for the maintenance of their front and back planting beds, which includes, but is not limited to, fertilizing, weeding and mulching when necessary, as may be determined by the Board. Unit Owners are also responsible for the costs involved in making repairs to the

following items on their property: entry door, sliding glass door, windows, garage door, patio and patio fencing, and pursuant to these restrictions The Association may enforce these restrictions by appropriate legal proceedings and, if successful, shall be entitled to costs incurred and reasonable attorneys' fees. In addition to the foregoing right, in the event the owner fails to maintain his property pursuant to these restrictions the Association shall have the right, upon reasonable notice, to enter on such property for the purpose of maintaining same in compliance with these restrictions. The cost of such maintenance shall be assessed against the owner and shall become a lien on the property being maintained only at such time said lien is recorded in the public records of Broward County, Florida. Where an institutional lender holding a first mortgage of record obtains title to any lot as a result of foreclosure of the first mortgage or accepts a deed to a lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any past due assessments which became due prior to the acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessment that is recorded prior to the recording of the foreclosed mortgage or the unenclosed mortgage where a deed in lieu of foreclosure is obtained.

...

2. *To reduce the percentage of the Membership required to approve amendments, Article VI, Section 2 of the Declaration of Covenants, Conditions and Restrictions of Laurel Cove, is amended as follows:*

ARTICLE VI

GENERAL PROVISIONS

...

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended with the approval of at least 2/3rds a majority of the Unit Owners. Any amendment must be recorded.

...

3. *Proposed amendment to require a one (1) year moratorium prior to the leasing of a under, under new Section 7, Article XIX, as follows:*

ARTICLE XIX

MISCELLANEOUS

...
Section 7. No Unit Owner shall lease a Unit during the first year of ownership. In the event a Unit Owner acquires title to a Unit with a tenant in possession under an approved lease, at the expiration of such lease term, the Unit shall not again be leased until the one (1) year anniversary of the expiration of the prior existent approved lease. No lease shall be for a period of greater than one (1) year.
...

95-436363 T9884
10-05-95 02:22PM

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title:

Articles of Incorporation of Rural Pole
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

William F. Eniel

To:

BM 2393260447

Brief Legal Description:

(If applicable)

⇒ Return Recorded Document to:

and filed by WFC

CHARLES L. JAFFE, P.A.
ATTORNEY AT LAW
FINANCIAL CENTRE WEST
1781 W. HILLSBORO BLVD.
SUITE 401
DEERFIELD BEACH, FL 33442

19

N95000002546

CHARLES L. JAFFEE, P.A.

ATTORNEY AT LAW
FINANCIAL CENTRE WEST
1761 W. HILSDORF BLVD.
SUITE 401
OCEANFIELD BEACH, FL 33442

OFFICE USE ONLY

600001487516
-05/15/95--01068--006
****122.50 ****122.50

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
JUN 13 11 09:05
FILED

NEW FILINGS	
☐	Profit
☐	NonProfit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS	
☐	Amendment
☐	Resignation of R.A., Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☐	Merger

OTHER FILINGS	
☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/ QUALIFICATION	
☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

May 16, 1995

CHARLES L. JAFFEE, P.A.
1761 W. HILLSBORO BLVD.,
SUITE 401
DEERFIELD BEACH, FL 33442

SUBJECT: LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.
Ref. Number: W95000010395

We have received your document for LAUREL COVE HOMEOWNERS' ASSOCIATION, INC. and check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

You must list at least one incorporator with a complete business street address.

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation"); and the registered agent's signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6927.

Kanut Khosla
Corporate Specialist

Letter Number: 295A00025195

ARTICLES OF INCORPORATION
OF
LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.

FILED
95 MAY 31 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617.01, Florida Statutes, the undersigned, all of whom are residents of the State of 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:

ARTICLE I.

The name of the corporation is LAUREL COVE HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II.

The principal office of the Association is located at 1301 E. GLEN OAK Rd., North Lauderdale, Florida 33068.

ARTICLE III.

William F. Friel, III, whose address is 1301 E. Glen Oak Rd., North Lauderdale, Florida 33068, is hereby appointed the initial registered agent of this Association.

ARTICLE IV.

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 Units and Common Area within that certain tract of property described as:

SEE EXHIBIT "A" ATTACHED

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 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 Public Records of Broward 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 gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use 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 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 Board of Directors.

(f) participate in mergers and consolidations with other non-profit organizations organized for the same purposes or annex additional residential property and Common area, provided that any such merger, consolidation or annexation shall be done in accordance with the Declaration of Covenants, Conditions, and Restrictions;

(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 may now or hereafter have or exercise.

ARTICLE V.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, 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 any Unit which is subject to assessment by the Association.

ARTICLE VI.

VOTING RIGHTS

The Association shall have two 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 vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and terminate upon the earlier of the following:

- a. 75% of the units are deeded to homeowners.
- b. On July 1, 1996.

ARTICLE VII.

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. Until the termination of the Class B membership, three individuals will constitute the Board of Directors. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
WILLIAM F. FRIEL, III	1301 E. Glen Oak Rd. North Lauderdale, Fl 33068
MARIE FRIEL	1301 E. Glen Oak Rd. North Lauderdale, FL 33068
CHARLES L. JAFFEE	1301 E. Glen Oak Rd. North Lauderdale, FL 33068

At the first annual meeting after the termination of the Class B membership, the members shall elect seven directors for a term of one year.

ARTICLE VIII.

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 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 IX

The name and address of the Incorporators are William F. Friel, III, Marie Friel and Charles L. Jaffee all at 1301 E. Glen Oak Road, North Lauderdale, Florida 33068.

ARTICLE X.

DURATION

The corporation shall exist perpotually.

ARTICLE XI

AMENDMENTS

Amondment of these Articles shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the association. The assent of 66 2/3 of membership is required for passage.

ARTICLE XII

FHA/VA APPROVAL

Annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the articles requires prior approval of HUD/VA as long as there is a class B membership.

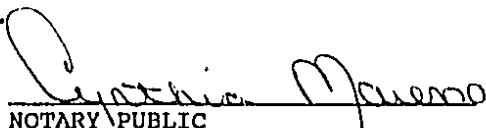
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 9th day of May, 1995.

William F. Hieb
Mario Spiel
672/11

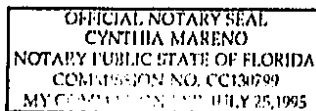
STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS:

BEFORE ME, a Notary duly authorized to take acknowledgements in the State and County set forth above personally appeared WILLIAM F. FRIEL, III, MARIE FRIEL, and CHARLES L. JAFFEE, who have executed these Articles of Incorporation for the above entity and they acknowledge before me that they have executed this document.

IN WITNESS WHEREOF I have set my hand and affix my official seal State of Florida, County of Broward, set forth this 9th day of May, 1995.

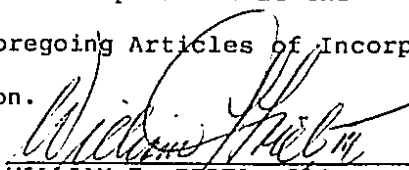

NOTARY PUBLIC

My Commission Expires:



CONSENT OF REGISTERED AGENT

HAVING BEEN NAMED resident agent for this Corporation at the registered office designated in the foregoing Articles of Incorporation, the undersigned accepts the designation.


WILLIAM F. FRIEL, III

ALL OF TRACT "A", OF NORTH LAUDERDALE VILLAGE SECTION FIVE, A
SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 109, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY,
FLORIDA.

FILED
95 MAY 21 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THIS FORM

APPLICATION
FOR
REINSTATEMENT



FLORIDA DEPARTMENT OF STATE
Sandra B. Northam
Secretary of State
DIVISION OF CORPORATIONS

AND
FILED

96 OCT 18 AM 9:21

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOCUMENT # N95000002546

1. Corporation Name

LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.

Principal Place of Business

1301-E GLEN OAK RD.
NORTH LAUDERDALE FL 33068

Mailing Address

1301-E GLEN OAK RD.
NORTH LAUDERDALE FL 33068



If above addresses are incorrect in any way, line through incorrect information and enter correction below

2. New Principal Office Address, if Applicable

8213 Southgate Blvd.
City & State

3. New Mailing Office Address, if Applicable

8213 Southgate Blvd.
City & State

4. Date Incorporated or Qualified
To Do Business in Florida

05/31/1995

5. FEI Number

65-0642605

Applied For
Not Applicable

6.

CERTIFICATE OF STATUS DESIRED ☐

\$8.75 Additional Fee required
for a Certificate of Status

7. Names and Street Addresses of Each Officer and/or Director (Florida nonprofit corporations must list at least 3 directors)

1. Title(s)	2. Name of Officers and/or Directors	3. Street Address of Each Officer and/or Director (Do NOT Use Post Office Box Numbers)	4. City / State / Zip
P/D	FRIEL, WILLIAM F III	1301 E GLEN OAK RD.	NORTH LAUDERDALE FL 33068
P/D	Hart, Pat	8213 Southgate Blvd.	
P/D	FRIEL, MARIE	1301 E GLEN OAK RD.	NORTH LAUDERDALE FL 33068
V/D	Polio, Alex	8213 Southgate Blvd.	
P/D	JAFFE, CHARLES L	1301 E GLEN OAK RD.	NORTH LAUDERDALE FL 33068
V/D	Mellott, Les	8213 Southgate Blvd.	
T/D	Redway, Elizabeth	8213 Southgate Blvd.	North Lauderdale FL 33068
S/D	Hernandez, Armando	8213 Southgate Blvd.	North Lauderdale, FL 33068

400001990954--4
-10/30/96--01076--011

8. Name and Address of Current Registered Agent

FRIEL, WILLIAM F III
1301 E GLEN OAK RD.
NORTH LAUDERDALE FL 33068

9. Name and Address of New Registered Agent

Name: Hart, Pat
Street Address (P.O. Box Number is Not Acceptable):
8213 Southgate Blvd.
City, Apt. #, Etc.

REINSTATEMENT

1996 10-18-96

City: North Lauderdale

State: FL Zip Code: 33068

10. I, being appointed the registered agent of the above named corporation, am familiar with and accept the obligations of Section 607.0505, F.S.

Signature of
Registered Agent

Robert Patrick Smith

Date: 10-10-96

REGISTERED AGENT MUST SIGN

11. Does this corporation pay any intangible tax to the
Dept. of Revenue under S. 199.032, Florida Statutes. Yes ☐ No ☐

(See other side for information
on intangible tax.)

12. I certify that I am an officer or director or the receiver or trustee empowered to execute this application as provided for in chapter 607 or 617, F.S. I further certify that when filing this reinstatement application, the reason for dissolution has been eliminated, the corporate name satisfies the requirements of section 607.0401 or 617.0401, F.S., that all fees owed by the corporation have been paid and the names of individuals listed on this form do not qualify for an exemption under section 119.07(3)(i), F.S. The information indicated on this application is true and accurate and my signature shall have the same legal effect as if made under oath.

SIGNATURE:

Robert Patrick Smith

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

10-10-96 (954)

Date

Daytime Phone #

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title:

Articles of Incorporation of Powell Corp
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

William D. Powell

To:

Brief Legal Description:

(if applicable)

BK23993PG0447



Return Recorded Document to:

and prepared by WGS

CHARLES L. JAFFEE, P.A.
ATTORNEY AT LAW
FINANCIAL CENTRE WEST
1781 W. HILLSBORO BLVD.
SUITE 401
DEERFIELD BEACH, FL. 33442

✓ ⑨ 5m



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAUREL COVE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on May 31, 1995, as shown by the records of this office.

The document number of this corporation is N95000002546.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirty-first day of May, 1995



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

BK23993PG0448

ARTICLES OF INCORPORATION
OF
LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.

FILED
95 MAY 31 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617.01, Florida Statutes, the undersigned, all of whom are residents of the State of 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:

ARTICLE I.

The name of the corporation is LAUREL COVE HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II.

The principal office of the Association is located at 1301 E. GLEN OAK Rd., North Lauderdale, Florida 33068.

ARTICLE III.

William F. Friel, III, whose address is 1301 E. Glen Oak Rd., North Lauderdale, Florida 33068, is hereby appointed the initial registered agent of this Association.

ARTICLE IV.

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 Units and Common Area within that certain tract of property described as:

SEE EXHIBIT "A" ATTACHED

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 for this purpose to:

(a) exercise all of the powers and privileges and to

BR23993P60449

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 Public Records of Broward 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 gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use 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 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 Board of Directors.

(f) participate in mergers and consolidations with other non-profit organizations organized for the same purposes or annex additional residential property and Common area, provided that any such merger, consolidation or annexation shall be done in accordance with the Declaration of Covenants, Conditions, and Restrictions;

(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 may now or hereafter have or exercise.

ARTICLE V.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, 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 any Unit which is subject to assessment by the Association.

ARTICLE VI.

VOTING RIGHTS

The Association shall have two 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 vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and terminate upon the earlier of the following:

- a. 75% of the units are deeded to homeowners.
- b. On July 1, 1996.

BR 23993 PG 045.1

ARTICLE VII.

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. Until the termination of the Class B membership, three individuals will constitute the Board of Directors. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM F. FRIEL, III	1301 E. Glen Oak Rd. North Lauderdale, Fl 33068
MARIE FRIEL	1301 E. Glen Oak Rd. North Lauderdale, FL 33068
CHARLES L. JAFFEE	1301 E. Glen Oak Rd. North Lauderdale, FL 33068

At the first annual meeting after the termination of the Class B membership, the members shall elect seven directors for a term of one year.

ARTICLE VIII.

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 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 IX

The name and address of the Incorporators are Willaim F. Friel, III, Marie Friel and Charles L. Jaffee all at 1301 E. Glen Oak Road, North Lauderdale, Florida 33068.

ARTICLE X.

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the association. The assent of 66 2/3 of membership is required for passage.

ARTICLE XII

FHA/VA APPROVAL

Annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the articles requires prior approval of HUD/VA as long as there is a class B membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 9th day of May, 1995.

William F. Fiel

Marie Fiel

G. H. Fiel

BK23993PC0453

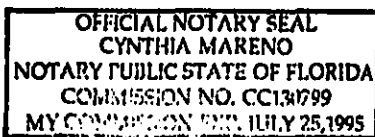
STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS:

BEFORE ME, a Notary duly authorized to take acknowledgements in the State and County set forth above personally appeared WILLIAM F. FRIEL, III, MARIE FRIEL, and CHARLES L. JAFFEE, who have executed these Articles of Incorporation for the above entity and they acknowledge before me that they have executed this document.

IN WITNESS WHEREOF I have set my hand and affix my official seal State of Florida, County of Broward, set forth this 9th day of May, 1995.

Cynthia Mareno
NOTARY PUBLIC

My Commission Expires:



CONSENT OF REGISTERED AGENT

HAVING BEEN NAMED resident agent for this Corporation at the registered office designated in the foregoing Articles of Incorporation, the undersigned accepts the designation.

William F. Friel, III
WILLIAM F. FRIEL, III

BK23993EG0454

ALL OF TRACT "A", OF NORTH LAUDERDALE VILLAGE SECTION FIVE, A
SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 109, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY,
FLORIDA.

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

EX-23993 PG 0455

FILED
95 MAY 31 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title:

Declaration of Covenants Conditions Rest of Parcel Cite
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

William F. Eniel

To:

Brief Legal Description:

(if applicable)

⇒ Return Recorded Document to:

and prepared by

WCF

✓
CHARLES L. JAFFEE, P.A.
ATTORNEY AT LAW
FINANCIAL CENTRE WEST
1761 W. HILLSBORO BLVD.
SUITE 401
DEERFIELD BEACH, FL. 33442

BK 23993 PG 0428

19
SM

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF LAUREL COVE

THIS DECLARATION, made on the date hereinafter set forth by
OCKAP CORP., a New Jersey Corporation, hereinafter referred to as
"Declarant", qualified to transact business in the State of
Florida. *474-1301 E. Glen oak Rd., North Lauderdale, FL 33068*

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in North
Lauderdale, County of Broward, State of Florida, which is more
particularly described as:

SEE EXHIBIT A ATTACHED

NOW, THEREFORE, Declarant hereby declares that all of the
properties described in the attached Exhibit A, 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 real
property and be binding on all parties having any right, title or
interest in the described properties 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 Laurel Cove
Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any Unit 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 3. "Properties" shall mean and refer to that certain
real property hereinbefore described, and such additions thereto as
may hereafter be brought within the jurisdiction of the
Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first unit are described as follows:

(See Exhibit "B" attached hereto)

Section 5. "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to OCKAP CORP. its successors and assigns if such successors or assigns should acquire more than one undeveloped Unit from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' 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 Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded and if there is still a class B membership, then there

must be HUD/VA prior approval.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Unit shall entitle the owner or owners thereof to the use of not more than 2 automobile parking spaces, which shall be in front of their Unit, together with the right of ingress and egress in and upon said parking area. Parking will only be permitted in designated parking areas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit 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, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit 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 membership equal the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on September 15, 1996.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree 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, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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 personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 Properties and for the improvement and maintenance of the Properties as described in Article XII.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be twelve hundred dollars (\$1,200.00) per Unit.

- (a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner,

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the maximum annual assessment may be increased each year not more than 5% above the maximum 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 Unit to an Owner, the maximum annual assessment may be increased above 5% by a vote of 2/3rds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the 2/3rds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall

be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established 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 on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent 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 property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Unit.

Section 9. 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 Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made other than what is included with each Unit at the time that the developer

conveys title to the first Owner of each Unit.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation thereof or for the recovery of damages or both. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any person or entity commences any legal proceedings to enforce this Declaration of Covenants, Conditions and Restrictions against the Owner of any Unit or portion of the property, the prevailing party in such legal proceedings shall be entitled to costs and reasonable attorney's fees.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended with the approval of at least 2/3rds of the Unit Owners. Any amendment must be recorded.

Section 3. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of 2/3rds of each class of members.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA): Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

LAND USE

The use of property must at all times be in accordance with the then applicable zoning laws and ordinances of the City of North Lauderdale, Florida, and may only be used for residential and recreational purposes.

ARTICLE VIII

DWELLING COST, QUALITY AND SIZE

No dwelling shall be constructed on any Unit unless the intended sales price of that dwelling is Seventy-Five Thousand Dollars (\$75,000.00) or more. The selling price is based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of this covenant 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 these covenants are recorded at the minimum cost stated therein for the minimum permitted dwelling size. The minimum square feet for each residential structure or apartment shall not be less than one thousand eight hundred fourteen (1,814) square feet under roof.

ARTICLE IX

BUILDING LOCATION

The building location will be in conformance with the zoning restrictions for this RM-10 District that were in effect on the date the site plans were approved by the City of North Lauderdale.

ARTICLE X

EASEMENTS

Section 1. Easements for installation and maintenance of utilities are reserved as indicated in Sections 3 and 4 of this Article. Said utilities include drainage facilities.

Section 2. There are hereby created easements in favor of utility services, including but not limited to electric, power, water, sewer, and all lines or piping necessary thereto, over, under, and across all of the property covered by this Declaration other than the land upon which the buildings are located, and any fenced-in areas which are conveyed by the developer to the first

Owner of each Unit. Furthermore, if a meter and related facilities for utility purposes are located upon an adjoining lot or structure contained thereon, there shall be an easement and right to retain the meter and related facilities in their original location or in any other location determined appropriate by the governing public authority or utility company administering or providing the particular utility service.

Section 3. There are hereby created easements in favor of all Unit Owners, their social invitees, and business invitees, which easements shall be over and across all of the property covered by this Declaration other than the land upon which the buildings are located, and any fenced-in areas which are conveyed by the Developer to the first Owner of each Unit. The purpose of said easements shall be for maintenance, parking and rights of ingress and egress to the Units located on the property subject to this Declaration. Access is conditioned upon observance of safety rules and regulations pertaining to the pool, cabana, mail area and all other Common Areas.

ARTICLE XI

PARTY WALLS

Section 1. Each wall which is built as part of the original construction of the townhome and patio upon the properties and placed on the dividing line between the Units (which may be portions of one or more fee simple Units) shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. 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. An Owner of a structure containing a party wall cannot abdicate his use of the same in order to avoid his responsibility for reasonable repair and maintenance thereof.

Section 3. If a party wall is destroyed or damaged by fire or other casualty an Owner who has used the wall may restore it, and

if the other Owners thereof 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 others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Notwithstanding any other provisions of this Article, an Owner who by his neglect 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.

Section 5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators, shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding upon the parties. The parties shall share equally the costs of the arbitration including arbitrators' fees.

ARTICLE XII MAINTENANCE

Section 1. In order to insure the beauty of the residential community within the property, the Association shall maintain all Common Areas.

Section 2. In addition to Common Area maintenance, the Association shall provide exterior maintenance upon each Unit, which is subject to assessment as follows: all landscaping (trees, palms, shrubs, ground covers, flowers, mulch, etc.). All sodded areas and asphalted areas that are deeded to the individual unit owners will be maintained by the Association as well as the exterior walls of the units. All such maintenance shall be paid for with Association funds. In the event the need for maintenance or repair of a Unit or the improvements thereon is caused through the willful or negligent acts of its Owner, or

through the willful or negligent acts of the family, guests, or invitees of the Owner of the property needing such maintenance or repair, the cost of such maintenance shall be assessed against the Owner and shall become a lien upon the property being maintained only at such time said lien is recorded in the Public Records of Broward County, Florida. However, this lien for maintenance shall at all times be subordinated and inferior to a first mortgage as outlined in Article IV, Section 9 of this Declaration.

Section 3. In order to further insure the beauty of the residential community within the property, the Association shall at all times maintain the exterior portions of the dwellings in a neat and aesthetically pleasing and proper condition, and in a manner which is not unreasonably offensive to any property owner within the property. Except for what is excluded in Section 5 below, the exterior of all residential dwellings including, but not limited to, roofs, walls, shall be maintained by the Association in good condition and repair and in a neat and attractive manner, and all painted areas shall be regularly and neatly painted. No excessive rust deposits on the exterior of any dwelling, peeling of paint or discoloration of same shall be permitted. The Board of Directors will determine necessary work to be done. The Board of Directors will be responsible for landscape fertilizing and re-mulching all planting beds, including trees located in sod areas, at least one time per year with a 2" layer of shredded cypress mulch. All such maintenance shall be paid with Association funds.

Section 4. No attached dwelling unit shall have exterior paint which is different in color than the other dwelling(s) connected to it, and all roofs of such attached dwellings shall be constructed and maintained with the same materials having the same color.

Section 5. Unit Owners are responsible for the costs involved in making repairs to the following items on their property: entry door, sliding glass door, windows, garage door, patio and patio fencing, and pursuant to these restrictions the Association may enforce these restrictions by appropriate legal proceedings and, if

successful, shall be entitled to reasonable attorneys' fees. In the event any owner fails to maintain his property pursuant to these restrictions the Association shall have the right, upon reasonable notice, to enter on such property for the purpose of maintaining same in compliance with these restrictions. The cost of such maintenance shall be assessed against the owner and shall become a lien upon the property being maintained only at such time said lien is recorded in the public records of Broward County, Florida. However this lien for maintenance shall at all times be subordinated and inferior to a first mortgage held by an institutional mortgagee, and said institutional mortgagee being defined as a bank, federal and/or state savings and loan association, building and loan association, insurance company, FHA or VA mortgagee, mortgage company, real estate investment trust, FNMA, or FHLMC. Where an institutional lender holding a first mortgage of record obtains title to any lot as a result of foreclosure of the first mortgage or accepts a deed to a lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any past due assessments which became due prior to the acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessment that is recorded prior to the recording of the foreclosed mortgage or the unenclosed mortgage where a deed in lieu of foreclosure is obtained.

Section 6. No fences or other structures will be allowed which would impede the ability of F P & L employees or others to enter the property in order to take meter readings and maintain all existing facilities.

Section 7. Nothing contained herein shall be deemed to require Declarant to maintain any Building of Unit or any portion of the property in any particular condition other than in compliance with controlling governmental statutes, ordinances, and other requirements, until such time as the Building or Unit is improved with a residential dwelling and a certificate of occupancy

for same has been issued.

ARTICLE XIII

NUISANCES

No noxious or offensive activity, excluding construction activities, shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XIV

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be on the property at any time either temporarily or permanently, except that this covenant shall not prohibit temporary structures required during construction of the permanent improvements being built within this subdivision.

ARTICLE XV

SIGNS

No sign of any kind shall be displayed to the public on any Unit except a professional sign of not more than one square foot, advertising the Unit for sale or rent. Signs used by a builder to advertise the property during the construction and sales period can be of a size as approved by the Declarant.

ARTICLE XVI

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the Property.

ARTICLE XVII

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit, except that dogs, cats or other household pets may be kept, provided, that they are not kept, bred or

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maintained for any commercial purpose.

ARTICLE XVIII

GARBAGE AND REFUSE DISPOSAL

No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers.

ARTICLE XIX

MISCELLANEOUS

Section 1. No planting of any bushes, trees, or shrubs by individual Owners will be allowed on any property subject to this Declaration.

Section 2. There shall be no trailers, boats, campers, motor homes, trucks, or commercial vehicles parked or stored on the real property for a period of more than four (4) hours at a time.

Section 3. There shall be no offices or places of business conducted from any residence on the Property, except that this covenant shall not prohibit a sales office or model to be maintained on the Property by the Declarant during construction and sale of the permanent residences within the property.

Section 4. There shall be no outside antennas, satellite dishes, large or small except for normal television antennas. There shall be no radio sending stations with outside antennas.

Section 5. The Declarant, as that term is used in this Declaration of Restrictions, shall refer to OCKAP Corp., a New Jersey corporation, and its successors, nominees and assignees, which shall not include those persons or entities who purchased individual Units within the property for their own use and not for the purpose of constructing or developing residential dwellings and selling same to the public.

Section 6. Pool safety regulations must be observed at all times otherwise the use of the pool will be denied to all violators.

ARTICLE XX

SEVERABILITY

Invalidation of any one of these covenants by judgement or

court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, OCKAP Corp., a New Jersey Corporation, qualified to transact business in the State of Florida, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its President and attested to by its Assistant Secretary this 3rd day of October, 1995.

OCKAP Corp.

BY: William F. Friel, III

ATTEST: Marie T. Friel

Assistant Secretary

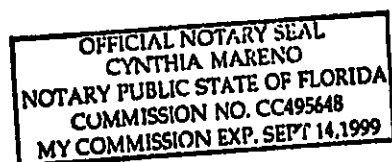
STATE OF FLORIDA
COUNTY OF BROWARD

ss.:

Before me, a Notary Public duly authorized to take acknowledgments in the State of Florida, County of Broward, personally appeared William F. Friel, III and Marie T. Friel, who are personally known to me and known to be the proper officers for the above Corporation who have executed this Declaration of Covenants, Conditions and Restrictions for the abovementioned Parcel of land and they acknowledge before me that they have executed this document.

In witness hereof, I have set my hand and affixed my official seal, in the State and County set forth above, this 3rd day of October, 1995.

Cynthia Mareno
Notary Public



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EXHIBIT A
LEGAL DESCRIPTION

Laurel Cove Townhomes - Tract "A", North Lauderdale Village Section 5, North Lauderdale, Florida, as recorded in Plat Book 109, Page 25, of the Public Records of Broward County, Florida.

EXHIBIT B

COMMON AREA LEGAL DESCRIPTION

Laurel Cove Townhomes - Tract "A", North Lauderdale Village Section 5, North Lauderdale, Florida as recorded in Plat Book 109, Page 25, of the Public Records of Broward County, Florida less the following described portions of Tract "A", North Lauderdale Village Section 5 as set forth on this page and B-2:

A PORTION OF TRACT A, NORTH LAUDERDALE VILLAGE SECTION FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 25, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON SAID PLAT; THENCE SOUTH 10°00'56" EAST FOR A DISTANCE OF 310.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'56" EAST FOR A DISTANCE OF 87.00 FEET; THENCE SOUTH 00°34'04" EAST FOR A DISTANCE OF 120.67 FEET; THENCE SOUTH 89°25'56" WEST FOR A DISTANCE OF 87.00 FEET; THENCE NORTH 00°34'04" WEST FOR A DISTANCE OF 120.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,498 SQUARE FEET, MORE OR LESS.

A PORTION OF TRACT A, NORTH LAUDERDALE VILLAGE SECTION FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 25, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON SAID PLAT; THENCE SOUTH 05°40'08" EAST FOR A DISTANCE OF 180.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'56" EAST FOR A DISTANCE OF 160.67 FEET; THENCE SOUTH 00°34'04" EAST FOR A DISTANCE OF 87.00 FEET; THENCE SOUTH 89°25'56" WEST FOR A DISTANCE OF 160.67 FEET; THENCE NORTH 00°34'04" WEST FOR A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 13,978 SQUARE FEET, MORE OR LESS.

A PORTION OF TRACT A, NORTH LAUDERDALE VILLAGE SECTION FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 25, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON SAID PLAT; THENCE SOUTH 47°20'49" EAST FOR A DISTANCE OF 261.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'56" EAST FOR A DISTANCE OF 160.67 FEET; THENCE SOUTH 00°34'04" EAST FOR A DISTANCE OF 87.00 FEET; THENCE SOUTH 89°25'56" WEST FOR A DISTANCE OF 160.67 FEET; THENCE NORTH 00°34'04" WEST FOR A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 13,978 SQUARE FEET, MORE OR LESS.

A PORTION OF TRACT A, NORTH LAUDERDALE VILLAGE SECTION FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 25, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON SAID PLAT; THENCE SOUTH 64°26'32" EAST FOR A DISTANCE OF 409.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'56" EAST FOR A DISTANCE OF 80.67 FEET; THENCE SOUTH 00°34'04" EAST FOR A DISTANCE OF 87.00 FEET; THENCE SOUTH 89°25'56" WEST FOR A DISTANCE OF 80.67 FEET; THENCE NORTH 00°34'04" WEST FOR A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,018 SQUARE FEET, MORE OR LESS.

A PORTION OF TRACT A, NORTH LAUDERDALE VILLAGE SECTION FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 25, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON SAID PLAT; THENCE SOUTH 51°44'22" EAST FOR A DISTANCE OF 485.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'56" EAST FOR A DISTANCE OF 87.00 FEET; THENCE SOUTH 00°34'04" EAST FOR A DISTANCE OF 120.67 FEET; THENCE SOUTH 89°25'56" WEST FOR A DISTANCE OF 87.00 FEET; THENCE NORTH 00°34'04" WEST FOR A DISTANCE OF 120.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,498 SQUARE FEET, MORE OR LESS.

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A PORTION OF TRACT A, NORTH LAUDERDALE VILLAGE SECTION FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 25, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON SAID PLAT; THENCE SOUTH 37°02'25" EAST FOR A DISTANCE OF 464.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'56" EAST FOR A DISTANCE OF 80.67 FEET; THENCE SOUTH 00°34'04" EAST FOR A DISTANCE OF 87.00 FEET; THENCE SOUTH 89°25'56" WEST FOR A DISTANCE OF 80.67 FEET; THENCE NORTH 00°34'04" WEST FOR A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,018 SQUARE FEET, MORE OR LESS.

A PORTION OF TRACT A, NORTH LAUDERDALE VILLAGE SECTION FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 25, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON SAID PLAT; THENCE SOUTH 27°42'59" EAST FOR A DISTANCE OF 335.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'56" EAST FOR A DISTANCE OF 87.00 FEET; THENCE SOUTH 00°34'04" EAST FOR A DISTANCE OF 160.67 FEET; THENCE SOUTH 89°25'56" WEST FOR A DISTANCE OF 87.00 FEET; THENCE NORTH 00°34'04" WEST FOR A DISTANCE OF 160.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 13,978 SQUARE FEET, MORE OR LESS.

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

LAUREL COVE HOMEOWNERS ASSOCIATION

8213 SOUTHGATE BLVD
NORTH LAUDERDALE, FLORIDA 33068
USA

July 07, 1999

AMMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAUREL COVE

NOTE: NO CHANGES SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION OR ALTERATION BE MADE OTHER THAN WHAT WAS INCLUDED WITH EACH UNIT AT THE TIME OF PURCHASE, WITHOUT PROPER REQUEST BEING SUBMITTED AND APPROVED BY THE APPOINTED ARCHITECTURAL COMMITTEE. (REQUEST FORMS ARE AVAILABLE FROM THE ARCHITECTURAL COMMITTEE AND ARE TO BE SENT TO THE SAME MAILING ADDRESS AS THE MAINTENANCE FEES.)

A copy of the city permit must be presented to the Architectural Committee before the work is to be started. (applies to all request where applicable.)

You must conform to all city/state building laws as well as the amended rules of the association.

RE: Satellite Dishes

The satellite dishes cannot exceed 24" in diameter.

The dish must be mounted on the back of the property on upper roof. (extension poles can be used if necessary.)

RE: Screened Enclosure

The framing of the enclosure must be bronze in color.

The screen must be charcoal in color.

The screened enclosure has to be the same size as the existing concrete slab. (the slab cannot be expanded in any way)

The roof is to be insulated.

The enclosure must be equipped with a door (for safety)

There also must be 16" kick plates at the bottom of the enclosure. (bronze colored)

fencing in the back of the property

The new section fence to be added must match the existing fence in height and design, and not extend any further than existing fence (purchasing information available from Architectural Committee.)

The support posts must be mounted on the inside of the fence and there cannot be a space between the sides of the fenced and the end.

A door is mandatory (for safety reasons) and must be 6 to 8 ft from fence located on the air conditioner side.

Black fixtures must be used for conformity (hinges, latches, locks etc.)

Paint is prohibited; but a clear water sealer/treatment is necessary.

All unit owners are responsible for the costs involved in maintaining and repairing any changes. Any damages must be repaired promptly at the owners expense. However, the association will assume full responsibility for maintaining all pre-existing property such as fences and all such maintenance shall be paid for with Association funds.

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OR BK 30727 PG 1081
RECORDED 08/02/2000 03:30 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2030

RECORDING COVER PAGE

Return to:

Laurel Cove Homeowner's Assoc.
C/O Robin Roland
8213 Southgate Boulevard
North Lauderdale, FL 33068

Document Description:

BY-LAWS OF LAUREL COVER HOMEOWNER'S ASSOCIATION
(13 pages)

Cover page prepared by:

Mitchell Sens, P.A.
8211 West Broward Boulevard, Suite 450
Plantation, FL 33324

0

BY-LAWS
OF
LAUREL COVE HOMEOWNERS ASSOCIATION

ARTICLE I.

NAME AND LOCATION. The name of the corporation is LAUREL COVE HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1301 E. Glen Oak Road, North Lauderdale, Florida 33068, but meetings 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.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to LAUREL COVE HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the 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. "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties 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 Unit 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 OCKAP 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 Public Records of Broward County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III.

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one 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 the hour of 8 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice 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 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 the 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 votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, 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 power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. **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.

ARTICLE IV.

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. **Number.** The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. However until the termination of the Class B membership, only three directors shall be required.

Section 2. **Term of Office.** At the first annual meeting after the Class B membership is terminated, the members shall elect five directors for a term of one year.

Section 3. **Removal.** Any director may be removed from the Board, with or without cause, by a 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 members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. **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 5. **Action Taken Without a Meeting.** The directors 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 the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election to the Board of Directors 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 of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such 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 of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. **Election.** Election to the Board of Directors 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.

MEETINGS OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. **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.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have 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 and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and

authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. **Duties.** It shall be the duty of the Board of Directors 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 the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see 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) file a lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer 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 Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, 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 of Directors following each annual meeting of the members.

Section 3. Term. The officers of this 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 5. 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 6. Multiple Offices. 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 7. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; 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

(b) 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

(c) 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 on all papers requiring said seal; serve notice of meetings of the Board and the members; keep appropriate current records

showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a 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 Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors 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 of Incorporation and the By-Laws of the Association 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 property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. 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 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XII.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LAUREL COVE HOMEOWNERS ASSOCIATION.

ARTICLE XIII.

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.

Section 2. In the case of any conflict between the Articles of Incorporation 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. Hud/VA has the right to veto amendments while there is a class B membership.

ARTICLE XIV.

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the
LAUREL COVE HOMEOWNERS ASSOCIATION, have hereunto set our hands
this 13 of October, 1995.

[Signature]

[Signature]

Carlton Davis

Marie Friel

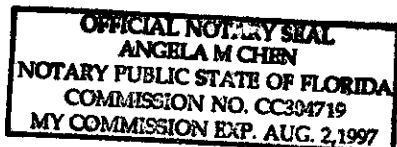
Michael J. Andrews Sr

[Signature]

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

BEFORE ME, a Notary duly authorized to take acknowledgements
in the State and County set forth above personally appeared
William Friel III, MARIE Friel, and
Charles Jaffee, known to me to be the proper Directors
for the above Association who have executed these By-Laws for the
above mentioned Association and they acknowledge before me that
they have executed this document.

IN WITNESS WHEREOF, I have set my hand and affix my official
seal State of Florida, County of Broward, set forth this 13 day
of October, 1995.



Angela M Chen
NOTARY PUBLIC

My Commission Expires:

CERTIFICATION

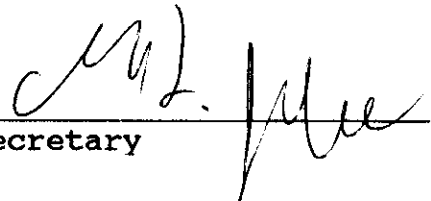
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the
LAUREL COVE HOMEOWNERS ASSOCIATION, a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of
said Association, as duly adopted at a meeting of the Board of

Directors thereof, held on the 13TH day of October,
1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the seal of said Association this 13TH day of
October, 1995.


Secretary

Prepared by:
Kaye & Roger, P.A.
6261 NW 6th Way
Suite 103
Ft. Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAUREL COVE

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions and Restrictions of Laurel Cove, as described in Official Records Book 23993 at Page 0429 of the Public Records of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 3 day of Sept., 2002, at _____, Broward County, Florida.

By: Elizabeth Stock

Print: Elizabeth Stock

Attest: Lynda Miller

Print: Lynda Miller

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of Sept, 2002 by Elizabeth Stock as President and Lynda Miller as Secretary of Laurel Cove Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



Deborah A. Brideau
Commission # 00870248
Expires Sep. 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

sign Deborah A. Brideau

print Deborah A. Brideau
State of Florida at Large

My Commission Expires:

KAYE & ROGER P.A.
WILL CALL #109

**PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAUREL COVE**

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

1. To provide for a modification to maintenance of the exterior of residential dwellings by requiring all homeowners to be responsible for maintaining the planting beds on their property, and to clarify Section 3 and Section 5 of Article XII, said Sections are amended as follows:

ARTICLE XII

MAINTENANCE

...

Section 3. In order to further insure the beauty of the residential community within the property, the Association shall at all times maintain the exterior portions of the dwellings in a neat and aesthetically pleasing and proper condition, and in a manner which is not unreasonably offensive to any property owner within the property. Except for what is excluded in Section 5 below, the exterior of all residential dwellings including, but not limited to, roofs, walls, shall be maintained by the Association in good condition and repair and in a neat and attractive manner, and all painted areas shall be regularly and neatly painted. No excessive rust deposits on the exterior of any dwelling, peeling of paint or discoloration of same shall be permitted. The Board of Directors will determine necessary work to be done. ~~The Board of Directors will be responsible for landscape fertilizing and re-mulching all planting beds, including trees located in sod areas, at least one time per year with a 2" layer of shredded cypress mulch.~~ All such maintenance shall be paid with Association funds.

...

Section 5. Unit Owners are responsible for the maintenance of their front and back planting beds, which includes, but is not limited to, fertilizing, weeding and mulching when necessary, as may be determined by the Board. Unit Owners are also responsible for the costs involved in making repairs to the

following items on their property: entry door, sliding glass door, windows, garage door, patio and patio fencing, ~~and pursuant to these restrictions~~ The Association may enforce these restrictions by appropriate legal proceedings and, if successful, shall be entitled to costs incurred and reasonable attorneys' fees. In addition to the foregoing right, in the event the owner fails to maintain his property pursuant to these restrictions the Association shall have the right, upon reasonable notice, to enter on such property for the purpose of maintaining same in compliance with these restrictions. The cost of such maintenance shall be assessed against the owner and shall become a lien on the property being maintained only at such time said lien is recorded in the public records of Broward County, Florida. Where an institutional lender holding a first mortgage of record obtains title to any lot as a result of foreclosure of the first mortgage or accepts a deed to a lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any past due assessments which became due prior to the acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessment that is recorded prior to the recording of the foreclosed mortgage or the unexpired mortgage where a deed in lieu of foreclosure is obtained.

...

2. To reduce the percentage of the Membership required to approve amendments, Article VI, Section 2 of the Declaration of Covenants, Conditions and Restrictions of Laurel Cove, is amended as follows:

ARTICLE VI

GENERAL PROVISIONS

...

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended with the approval of ~~at least 2/3rds~~ a majority of the Unit Owners. Any amendment must be recorded.

...

3. *Proposed amendment to require a one (1) year moratorium prior to the leasing of a under, under new Section 7, Article XIX, as follows:*

ARTICLE XIX

MISCELLANEOUS

...

Section 7. No Unit Owner shall lease a Unit during the first year of ownership. In the event a Unit Owner acquires title to a Unit with a tenant in possession under an approved lease, at the expiration of such lease term, the Unit shall not, again, be leased until the one (1) year anniversary of the expiration of the prior existent approved lease. No lease shall be for a period of greater than one (1) year.

...

Prepared by:
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

**Certificate of Amendment to the
Declaration of Covenants, Conditions and Restrictions
of Laurel Cove**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions and Restrictions of Laurel Cove, as described in Official Records Book **23993** at Page **428** of the Public Records of Broward County, Florida were duly adopted in accordance with the Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of May, 2003, at North Lauderdale, Broward County, Florida.

By: Elizabeth Stock
Print: Elizabeth Stock
Attest: L Miller
Print: Lynda Miller

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Elizabeth Stock as President and Lynda Miller as Secretary of Laurel Cove Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign Rousana Collazo
print ROUSANA COLLAZO
State of Florida at Large

My Commission Expires: 6/9/06

 Rousana Collazo
My Commission DD123818
Expires June 09, 2006

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF LAUREL COVE**

(Additions indicated by underlining, deletions by “—” and
unaffected language by “. . . ”)

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree 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, costs, administrative late fees, all up to the highest amount allowed by law, as same may be amended from time to time and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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 personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

. . .

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ~~thirty (30)~~ fifteen (15) days after the due date shall bear interest from the due date ~~at the rate of 12 percent per annual~~ and be subject to an administrative late fee. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Unit.

. . .

Prepared by:
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to the By-Laws of Laurel Cove Homeowners' Association, Inc., as described in Official Records Book 30727, at Page 1082 of the Public Records of Broward County, Florida, said Association governing pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Laurel Cove, as described in Official Records Book 23993, at Page 429 of the Public Records of Broward County, Florida, were duly adopted in accordance with the requirements of the By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of October, 2004, in Broward County, Florida.

By: Elizabeth Stock
PRESIDENT

Print: Elizabeth Stock

Attest: Lynda Miller
SECRETARY

Print: Lynda Miller

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of October, 2004, by Elizabeth Stock, as President and Lynda Miller, as Secretary of Laurel Cove Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign Rousana Collazo
Notary Public, State of Florida at Large

My Commission Expires: 6/9/06



Rousana Collazo
My Commission DD123818
Expires June 09, 2006

**AMENDMENT TO BY-LAWS OF
LAUREL COVE HOMEOWNERS' ASSOCIATION, INC.**

(Unaffected language is indicated with " . . . ", deletions with " ———",
and added language is underlined.)

Article III.

MEETING OF MEMBERS.

Section 1. Annual Meetings. The ~~first~~ Annual ~~M~~meeting of the ~~M~~members shall be held in the month of August at such time, date and place as determined by the Board of Directors within one 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 the hour of 8 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

. . .

MEMORANDUM

To: All Owners and Tenants of Laurel Cove Homeowners' Association

From: Laurel Cove Homeowner's Association Board of Directors

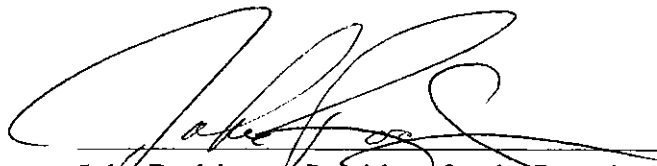
Subject: Republication of Restriction that Prohibits an Owner from Renting His or Her Unit in the First Year of Ownership

Date: November 2, 2016

As you may know, Article XIX, Section 7 of the Declaration of Covenants, Conditions and Restrictions of Laurel Cove ("Declaration"), as amended, prohibits any Owner from renting his or her Unit during the first year after acquiring title to the Unit. It has come to the attention of the Board of Directors that, in recent years, this lease restriction has not been uniformly enforced against all Owners and Tenants. The Board of Directors has decided that to allow further violations of this Section of the Declaration would not be in the best interest of the Community. The purpose of this Memo is to notify all Owners and current Tenants of the intent of the Board to again enforce this lease restriction in the future.

Effective immediately, the Board will begin uniformly enforcing Article XIX, Section 7 of the Declaration, as amended. Any Owner that rents his or her Unit in the first years of ownership, or any Tenant that rents or occupies an Apartment during the Owner's first year of ownership will be in violation of the Declaration, as amended. Such violations will be subject to full enforcement by the Board.

Thank you for your anticipated cooperation.



John Rodriguez, President for the Board