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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HOLLYWOOD OAKS

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Record and Return to:
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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HOLLYWOOD OAKS

THIS DECLARATION is made this 18th day of July, 1998, by Hollywood Oaks Developers, a Florida general partnership, which declares hereby that the "Neighborhood" (as hereinafter defined) is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, elements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Articles" shall mean and refer to the articles of Incorporation of the Association, a copy of which are attached hereto as Exhibit "E", as amended from time to time.

(b) "By-Laws" shall mean and refer to the by-laws of the Association, a copy of which are attached hereto as Exhibit "F", as amended from time to time.

(c) "Association" shall mean and refer to Hollywood Oaks Maintenance Association, Inc., a Florida corporation not for profit.

(d) "Common Properties" shall mean and refer to the property legally described in Exhibit "A" attached hereto and made a part hereof, plus all property designated as Common Properties in any future recorded supplemental declaration, together with the landscaping and any improvements thereon, including, without limitation, all gatehouses, perimeter walls and fences, furniture, fixtures and equipment belonging to the Association, private roadways and sidewalks, structures, recreational facilities, open space, walkways, sprinkler systems and street lights, if any, and any easements upon any Lots for the benefit of the Association or its Members, but excluding: the Lots, as hereinafter defined, any public utility installations not owned by the Association, and any other property of Developer used in connection with the construction, development and marketing of Hollywood Oaks (i.e., sales office furnishings and equipment, and construction vehicles and supplies). Notwithstanding the foregoing, the Developer may, from time to time by supplemental declaration, for as long as it owns any property with the Neighborhood, withdraw Common Properties from the jurisdiction of this Declaration pursuant to Section 2.3 below, whereupon such property shall no longer constitute a portion of the Common Properties.

(e) "County" shall mean and refer to Broward County, Florida.

(f) "Developer" shall mean and refer to Hollywood Oaks Developers, a Florida general partnership, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may Assign all or a portion of such rights hereunder or all or a portion of such rights in connection with appropriate portions of the Neighborhood. In the event of a partial

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assignment hereunder, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any assignment may be made on a non-exclusive basis.

(g) "Home" shall mean and refer to the individual residential structure and any accessory improvements constructed on one Lot or more than one contiguous Lot or portions of Lots.

(h) "Lot" shall mean and refer to any numbered lot on the site plan attached hereto as Exhibit "B" and on the various plat(s) of the Neighborhood, which plat or plats are designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions, any lot shown upon any subdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration, together with all structures and/or improvements thereon.

(i) "Lot Extension Zone" shall mean and refer to the landscaped area which is part of the Common Property which is adjacent to a Lot and constitutes (i) the area bounded by the rear Lot boundary line, the mean high water line of any lake (or the extension of such line until it meets the side lot boundary line), in the rear of the Home, if any, and the extension of the side Lot boundary lines to the mean high water line of such lake, (ii) the area bounded by the rear Lot boundary line, the perimeter wall in the rear of the Home, if any, and the extension of the side Lot boundary lines to the boundary wall, and (iii) the swale area in the front of any Lot.

(j) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(k) "Member's Permittee" shall mean and refer to a person described in Article VIII, Section 3 hereof.

(l) "Mortgage Lender" shall mean and refer to a bank, savings and loan association, mortgage banker or company, pension fund, agency of the United States Government, Real Estate Investment Trust, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Developer, or any other lender (or any successor or assign thereof) holding a first mortgage lien on a Lot(s).

(m) "The Neighborhood" or "Hollywood Oaks" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within the Neighborhood.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO AND WITHDRAWALS THEREFROM

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Hollywood, Florida, and is more particularly described on Exhibit "A" attached hereto and made a part hereof, all of which real property (and all additions and improvements thereto and less any withdrawals therefrom) is herein referred to collectively as the "Neighborhood".

Section 2. Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Neighborhood then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes in the plans for the Neighborhood desired to be effected by the Developer; provided, however, that such withdrawal is not contrary to the overall, uniform scheme of development for the Neighborhood. Any withdrawal of land not owned by Developer shall require the written consent or joinder of the then-owner(s) and mortgagee(s) of such land.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot (or Home, in the event the Home is on more than one contiguous Lot) in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine but, in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate ninety (90) days after ninety percent (90%) of all the Lots that will ultimately be included within the Neighborhood have been sold and conveyed by the Developer (or its affiliates) to members (other than builders or contractors who purchase a lot for the purpose of constructing improvements thereon for resale), or sooner at the election of the developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, rules and regulations of the Association, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES; OTHER EASEMENTS

Section 1. Members Easements. Each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Properties for the intended use and enjoyment thereof in common with all other such Members and their Member's Permittees in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Properties and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats or portions of the Neighborhood from time to time recorded.

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(b) ~~The right of the Association to suspend the Owner's (and his Member's Permittees') right to use the recreational facilities (if any) for any period during which any assessment against the Lot remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted rules and regulations of the Association.~~

(c) Until such time as 100 Homes are conveyed to Owners, other than the Developer, the right of the Developer to permit (for consideration or no consideration, at Developer's option) any persons as Developer shall designate to use the Common Properties and all recreational facilities thereon (if any).

(d) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate or convey portions of the Common Properties to any public or quasi-public agency, community development district or similar entity under such terms as the Association deems appropriate and to create or contract with community development and other special taxing districts for lighting, roads, recreational services, security or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except the Developer, being necessary).

(e) The use restrictions set forth herein and the right of the Association to adopt at any time, and from time to time, and to enforce rules and regulations governing, among other things, the use of the Common Properties and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The right to the use and enjoyment of the Common Properties and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Association in its lawfully adopted rules and regulations.

(g) The right of Developer and the Association to grant permits, licenses and both general ("blanket") and specific easements over, under and through the Common Properties.

(h) The right of Developer to withdraw certain property from the Neighborhood as is otherwise permitted herein.

(i) The right, but not the obligation, of the Association to enter onto, under and into all Lots and Homes to make emergency repairs and to do other work necessary for the proper maintenance and operation of the Lots, Homes and other portions of the Neighborhood.

Section 2. Easements Appurtenant. The easements provided in Section 1 of this Article IV shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Properties subject thereto.

Section 3. Common Properties Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as deemed necessary, by the Board of Directors of the Association, the Common Properties and, to the extent not otherwise provided for, the paving, drainage structures, lakes and lake banks, landscaping, street lighting fixtures and appurtenances, improvements and other structures (except public utilities to the extent maintained by the applicable utility provider or any applicable community development district) situated on the Common Properties, if any, as well as landscaping adjacent to the neighborhood, as all determined by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Developer's

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provider or any applicable community development district) situated on the Common Properties, if any, as well as landscaping adjacent to the neighborhood, as all determined by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to the County or the City of Hollywood of any kind with respect to the Common Properties and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

Section 4. Expenses. All work done by or through the Association pursuant to Sections 3 and 4 above, and all costs and expenses incurred in connection therewith shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. No owner may waive or otherwise escape liability for assessments by the voluntary or involuntary non-use of the Common Properties or abandonment of the right to use the Common Properties.

Section 5. Utility, Access, Ingress and Egress Easements - Common Properties and Lots/Homes. The use of the Common Properties for utilities, access, ingress and egress as well as the use of the other easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. The Developer and its affiliates and its and their designees and the Association shall have a perpetual easement over, upon and under the Common Properties and the unimproved portions of the Lots for the installation, operation, repair, replacement, alteration, expansion and maintenance of perimeter walls and fences, and utilities and/or cable television and security and other communication lines, equipment and materials and other similar underground television, radio and security cables for service to the Lots and other portions of the Neighborhood.

In the event that any utility lines, equipment, meters or fixtures ("Utilities") are now or hereafter installed on or under a Home or underground on a Lot, then a non-exclusive easement therefor, and for the initial installation (if applicable), maintenance, repair and replacement thereof, shall exist in favor of whichever of the applicable governmental authority, utility company, the Developer and its affiliates or designees or the Association has the responsibility for the installation, maintenance, repair or replacement of the Utilities. The Owner(s) and the Member's Permittees of such Owner(s) shall not do anything in, on or about the Lot or Home which interferes with the operation of any Utilities on, under or through such Lot or Home or the installation, maintenance, repair or replacement thereof. Any user of the easement herein created shall, promptly after the completion of any applicable work thereon, restore the Lot and/or Home to the condition in which it existed immediately prior to the commencement of such use.

The Members, the Member's Permittees, their guests and invitees shall have a perpetual easement for access as a pedestrian walkway over a portion of Lots 16 and 17 in Block 1, as more particularly described in Exhibit "C" attached hereto. The location of such easement may only be changed by the Board of Directors with the consent of the Owners of Lots 16 and 17.

Easements are reserved over each Lot and the Common Properties in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Properties or from the Common Properties to any Lot or Lots.

A portion of Lots 1, 2, 3 and 4 Block 1 (as legally described and shown in Exhibit "D" attached hereto) shall be subject to a perpetual easement in favor of the Association and the Master Association (as hereinafter defined) for purposes of installing, constructing and maintaining landscaping, and a perimeter wall.

Easements are reserved over two (2) feet inside the side and rear lot lines of the lots abutting the perimeter of Hollywood Oaks for the purpose of placing and maintaining perimeter walls, landscaping, and shrubbery thereon.

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Section 7. Ownership. The Common Properties are hereby dedicated non-exclusively to the joint and several use, in common, with the Developer and the Owners of all Lots that may from time to time constitute part of the Neighborhood and all Member's Permittees and the Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association. Except as provided in Section 10 below, the Common Properties (or appropriate portions thereof) shall, upon the later of completion of the Improvements thereon or within ninety (90) days following the date when the last Lot within the Neighborhood has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed by quit claim deed to the Association, which shall automatically be deemed to have accepted such conveyance.

Section 8. Maintenance of Common Properties. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Properties (whether or not then conveyed to the Association), all of which is to be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that all real estate taxes assessed against that portion of the Common Properties owned or to be owned by the Association shall be (or have been, because the purchase prices of the Lots and Homes have already taken into account their rights in and to the Common Properties) proportionally assessed against and payable as part of the taxes of the applicable Lots within the Neighborhood. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Properties, the Association shall be responsible for the payment of same (subject to protest or appeal before or after payment), including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Notwithstanding anything to the contrary, the Owner of each Lot shall be responsible to maintain the landscaping for each Lot Extension Zone, pertaining to such Owner's Lot, if any; as well as the swale area in the front of each Home.

The Association shall be obligated to repair any driveways located on a Lot which are in need of repair due to a utility accessing a utility line located under such driveway.

Section 9. Developer's Rights With Respect to the Common Properties. Developer and its affiliates shall have the right from time to time to enter upon the Common Properties and other portions of the Neighborhood for the purpose of the installation, construction, reconstruction, repair, maintenance, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Properties or elsewhere within the Neighborhood that Developer and its affiliates elect to effect, and to use the Common Properties and other portions of the Neighborhood for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Neighborhood. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of the Neighborhood sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Properties shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the need to finish the above-referenced activities prior to such completion.

Section 10. Community Development District. A community development district ("CDD") has been formed which includes Hollywood Oaks. Taxes and/or assessments will be imposed on the Lots. The Developer or the Association, may cause certain Common Properties which were constructed with funds derived from the CDD bonds to be transferred to the CDD.

Section 11. Master Association. The Neighborhood together with an adjacent community called Oakridge shall be subject to a Declaration of Covenants, Restrictions and Easements for Oakridge/Hollywood Oaks (the "Master Declaration"). The Master Declaration provides for the formation

of Oakridge/Hollywood Oaks Master Homeowners Association, Inc. (the "Master Association"). The Master Association shall maintain the "Common Areas" (as such term is defined in the Master Declaration) which includes portions of the 35th Avenue right-of-way and the street lighting, landscaping and sidewalks contained therein. All Owners shall share in the cost of maintaining such "Common Areas" as provided in the Master Declaration.

ARTICLE V

MAINTENANCE OF HOMES AND LOTS

Section 1. Exteriors of Homes. Except only for those maintenance obligations which are hereby undertaken by the Association, each owner shall be solely responsible for maintaining all structures (including the Home) located on his Lot, and all mechanical components serving such structures (including, without limitation, air conditioning, electrical and plumbing) in good working condition and in a neat, orderly and attractive manner and consistent with the general appearance of the Neighborhood. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Neighborhood as initially constructed and otherwise improved by Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Board). Each Owner shall repair or restrain, as appropriate, the exterior portions of his Home (with the same colors as initially used on the Home or as otherwise approved by the Architectural Control Board) as often as is necessary to comply with the foregoing standards.

Section 2. Yards. Except only for those maintenance obligations which are hereby undertaken by the Association, each Owner shall be solely responsible for maintaining his Lot, including, without limitation, the trees, shrubbery, grass and other landscaping thereon, the sidewalks and driveways thereon and the swimming pool thereon (if applicable), in good working condition and all in a neat, orderly and attractive manner and consistent with the general appearance of the Neighborhood as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Neighborhood as initially landscaped by Developer (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

Section 3. Remedies for Noncompliance. In the event of the failure of an Owner to maintain his Home or Lot in accordance with this Article, the Association shall have the right, upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Home, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the reseedling or repaving of grass, trees or shrubs; the repairing or restaining of exterior surfaces of a Home; the repair of walls, fences, roofs, doors, windows and other portions of a Home or other structures on a Lot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges. In the event that the Association performs any remedial work on a Home or Lot pursuant to this Article, the costs and expenses thereof shall be deemed a special assessment under Article VI, Section 3 of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one or the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than twenty-five percent (25%) or the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this

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Article and the person(s) or company performing such work may be selected by the applicable entity in its sole discretion.

Section 5. Right of Entry. There is hereby created an easement in favor of the Association and its applicable designees over each Lot for the purpose of entering onto such Lot in the performance of the work herein described.

Section 6. Limited Exemption. To the extent that a Home on a Lot is under construction by the Developer or a builder bound to comply with construction-related requirements or restrictions imposed by the Developer, the provisions of this Article shall not apply to such Lot until such time as the construction of the Home is completed as evidenced by the issuance of a certificate of occupancy therefor.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in any supplemental declaration), for all Lots within the Neighborhood, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and charges for the operation of the Association and the maintenance, management, operation and insurance of the Common Properties as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments as provided elsewhere herein, assessments for maintenance and all other charges and assessments hereinafter referred to or lawfully imposed by the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular owners and Lots for fines, expenses incurred against particular Lots and/or owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid, except as provided in Section 9 below. Except as provided herein with respect to special assessments which may be imposed on one or more Lots or Homes and Owners to the exclusion of others and in Section 9 below, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Notwithstanding anything in this Declaration to the contrary, in the event a Home (after having a certificate of occupancy) is located on more than one Lot, such Home shall constitute one Lot for purposes of assessments payable to the Association provided in this Article VI. The Developer reserves the right to combine Lots to create one Home site from contiguous Lots.

Section 2. Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively for the purposes expressed in Section 1 of this Article.

Section 3. Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for: (i) the repair or

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replacement of damage to any portion of the Common Properties (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or such Owner's Member's Permittee(s); or (iv) the costs of work performed by the Association in accordance with Article V of this Declaration. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

Section 4. Capital Improvements. Funds which, in the aggregate, exceed ten percent (10%) of the total amount of the current operating budget of the Association in any one fiscal year, and are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing), shall be levied by the Association as special assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance, in quarter-annual installments, or in annual, semi-annual or monthly installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable quarter-annually).

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of a change in the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth

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whether such assessment has been paid as to any particular lot, such certificate shall be conclusive evidence of payment of any assessment to the Association, except as to the lots listed to have been paid.

Section 7. Effect of Non-Payment of Assessment; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 below to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinafore provided for) against the lot on which the assessments and late charges are unpaid, may foreclose the lien against the lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action (and any appeal therefrom) shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' and paralegals' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such lot or the enjoyment of the Common Properties until such time as all unpaid and delinquent assessments due and owing from the selling owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. All receipt of funds from an owner shall be applied first to the payment of attorney's fees, fines, penalties, interest and late charges, and then to the payment of assessments. The failure of the Association to charge or collect any attorney's fees, fines, penalties,

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Interest or late charges shall not be deemed a waiver thereof for any such future amounts which may be due.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and to the lien of any first mortgage recorded prior to recordation by the Association of a claim of lien held by a Mortgage Lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such Mortgage Lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgage Lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgage Lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Effect on Developer. Notwithstanding any provision to the contrary contained in this Declaration, for as long as Developer (or any of its Affiliates) is the owner of any Lot, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it in like manner as paid by other Owners; or (ii) not paying assessments on Lots owned by Developer, and in lieu thereof, funding any resulting deficit in the Association's operating expenses (exclusive of any capital costs and reserves) not produced by assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (ii) above shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Association by written notice to such effect to the Association. When all Lots within the Neighborhood are sold and conveyed to purchasers, neither the Developer, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 10. Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, if any, and the entire amount of all special assessments, shall be held by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

ARTICLE VII

CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of the Lots, Homes and Common Properties of the Neighborhood.

Section 2. Land Use and Building Type. No Lot shall be used except for single family residential purposes, unless otherwise approved by the Developer. No building constructed on a Lot shall be used except for residential purposes. Temporary uses by Developer and its affiliates for model homes, guest accommodations, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted at all times. No changes may be made in buildings erected by the Developer or its affiliates (unless such changes are made by the Developer) without the consent of the Architectural Control Board (as hereinafter defined).

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Section 3. Opening Blank Walls; Removing Fences and Trees. Without limiting the generality of Section 10 below, no Owner shall make or permit any opening to be made in any blank wall (except as such opening is installed by Developer, or otherwise approved by the Architectural Control Board) or masonry wall or fence. Further, no such building wall or masonry wall or fence shall be demolished or removed and no tree shall be removed or cut down without the prior written consent of the applicable Owner, the Developer (as long as it owns any Lots) and the Architectural Control Board. Developer shall have the right, but not the obligation, to assign all or any portion of its rights and privileges under this Section to the Association.

Section 4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering the Neighborhood and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association and the Developer, and its and their affiliates, and respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the plats or as reserved herein. Developer and its affiliates, and its and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennas, radio, television and security lines (and for all future technological advances not now known) within platted or reserved utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 5. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to others within the Neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of the Association, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

Section 6. Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by the Developer during construction and/or sales periods, no structure of a temporary character, or trailer, tent, mobile home or recreational vehicle, shall be permitted on any Lots within the Neighborhood at any time or used at any time as a residence, either temporarily or permanently, except by the Developer and its affiliates during construction. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Board); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Board.

Section 7. Signs. No sign of any kind shall be displayed to the public view within the Neighborhood without the consent of the Architectural Control Board. No sign of any kind shall be permitted to be placed inside a home which is visible from the exterior of the Home, on the outside walls of the Home or on any fences or walls within the Neighborhood, nor on the Common Properties, nor on dedicated areas, nor on entryways or any vehicles within the Neighborhood, except such as are placed by the Developer or its Affiliates.

Section 8. Pets, Livestock and Poultry. Each Owner of a Lot may keep household pets in his Home, subject to the terms hereof, and provided that the pets do not become a nuisance or annoyance

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to any neighbor by reason of barking or otherwise. Except for the household pets which may be maintained on Lots, no other animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot. No pet may be kept, bred or maintained for any commercial purpose. No dogs or other pets shall be permitted to have excretions on any Common Properties, except areas designated by the Association, if any, and Owners shall be responsible to clean up any such excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE RESIDENCE OR A FENCED-IN YARD, IF ANY. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors (and not on patios or within screened enclosures, if any) and do not become a source of annoyance to neighbors.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Properties intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owner and Member's Permittees for any damages, liabilities, injuries or deaths arising from violations of this Section.

Section 10. Architectural Control. No building, wall, fence or other structure or improvement of any nature which is visible to persons on other Lots or the Common Properties (including, but not limited to, pools, screen enclosures, patios (or patio expansions), hedges or additional landscaping, exterior paint or finish, play structures, awnings, shutters, decorative plaques or accessories, hurricane protection, birdhouses, other pet houses, swales, signage, sidewalk/driveway surfaces or treatments, asphaltting or other improvements or changes of any kind, even if not permanently affixed to the land or other improvements) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board have been approved, if at all, in writing by the Architectural Control Board and all necessary governmental permits are obtained. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and materials so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and materials, or any of them, may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Board. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board may establish policies and guidelines for the erecting of temporary religious structures and decorations.

The Architectural Control Board shall be a committee appointed by the Board of Directors of the Association. A majority of the Architectural Control Board may take any action they are empowered to take, may designate a representative to act for them and may (within the budgetary guidelines established by the Board of Directors of the Association) employ personnel and consultants to act for them. In the event of death, disability or resignation of any member of the Architectural Control Board, the Board of Directors of the Association shall have full authority to designate a successor. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or the request shall be deemed automatically approved.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and no member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement

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or alteration, the requesting owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

No approval of the Architectural Control Board shall be required for the maintenance required by Article IV of this Declaration.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or its affiliates or to construction activities conducted by the Developer or such affiliates.

Section 11. Commercial Trucks, Trailers, Campers and Boats. No trucks, motorcycles, nor any vehicle having a shell, camper or other attachment, or commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place within the Neighborhood, nor in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by Developer or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for providing pick-up and delivery, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. In all cases, vehicles kept within The Neighborhood shall be roadworthy including, without limitation, as to not having flat tires, being in operating condition and having a current license plate/registration. All Owners and other occupants of Homes are advised to consult with the Association prior to purchasing, or bringing into The Neighborhood, any type of vehicle other than a passenger car inasmuch as such other type or vehicle may not be permitted to be kept within The Neighborhood. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted, including, without limitation, leaking oil or other fluids, may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 12. Parking on Common Properties and Lots/Garages: Garage Conversions. Each Home shall include a garage to house at least two automobiles. No vehicles of any type shall be parked on any portion of the Common Properties (including roadways) other than those designated for parking by the Association, if any, or any portions of a Lot other than its driveway and garage. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open. In furtherance of the foregoing and for other purposes, no garage shall be converted to living space or other use, regardless of whether or not such conversion would be visible from the exterior of the Home, if it would result in the Home having a garage to house less than two cars.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons nor more than 32 gallons in capacity, well sealed, and generally in accordance with standards established by the Board of Directors from time to time. Such containers may not be placed out

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for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. In the event that governmental disposal or collection of waste is not provided to individual Homes or Lots, garbage, refuse, trash or rubbish shall be deposited by each Owner in a dumpster designated by the Association and shall be collected by a private entity hired by the Association.

Section 14. Fences, Walls and Hedges. No fence, wall, hedge, enclosure or other structure shall be erected on any Lot, except as originally installed by Developer or its affiliates or as approved by the Architectural Control Board as above provided. In considering any request for approval of a hedge or other landscaping, the Architectural Control Board shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or the Common Properties and may condition its approval on the hedge or other landscaping being kept to a specific height by the Associations. Notwithstanding anything to the contrary, the Owner of any Lot having a Lot Extension Zone in the rear of the Lot, may, subject to the approval described in this Section, erect a fence, wall or hedge along the boundary lines of such Lot Extension Zone.

Section 15. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Neighborhood.

Section 16. Home Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls, except to supplement a central air conditioning system and subject to such air conditioning units being adequately camouflaged by a permanent structure, in the opinion of the Board of Directors. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

Section 17. Exterior Antennas. No exterior antennas or satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon without the approval of the Architectural Control Board, except that Developer and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 18. Gatehouse Procedures: Roving Patrols. All owners shall be responsible for complying with and ensuring that their Members' Permittees and invitees comply with, any procedures adopted for controlling access to and upon The Neighborhood or any portion thereof through any gatehouse serving The Neighborhood or such portion as well as overall Common Properties roadways and other portions of the Common Properties, as such procedures and restrictions are adopted and amended from time to time.

Section 19. Variations: Exceptions. The Board of Directors of the Association (or the Architectural Control Board as to those matters requiring the approval of the Architectural Control Board) shall have the right and power to grant variations from the provisions of this Article VII for good cause shown, as determined in the reasonable discretion of the Board or Architectural Control Board, as appropriate. No variation granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article VII in any instance in which such variation is not granted. Notwithstanding anything to the contrary, the provisions of this Article VII shall not be applicable to the Developer (or any of its designees) or Lots or other property owned by the Developer (or such designees).

ARTICLE VIII

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Estoppel Certificate. Owner may not sell or convey his interest in a Lot unless all sums due the Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such

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certificate within ten (10) days of a written request therefor. The owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

Section 2. Leases. No portion of a Lot and Home (other than an entire Lot and Home) may be rented. All leases shall be in writing and shall provide (and if they fail to so provide, shall be automatically deemed to provide as if expressly included therein) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Neighborhood or administered by the Association. Leasing of Lots and Homes shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No Lease shall be approved for a term less than six (6) months. Owners wishing to lease their Lots and Homes may be required to place in escrow with the Association the sum of \$1,000.00 which may be used by the Association to repair any damage to the Common Properties or other portions of the Neighborhood resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the wilful acts or negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed 100.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.

Section 3. Members' Permittees. No Lot or Home shall be occupied by any person other than the Owner(s) thereof and the applicable Members' Permittees and in no event other than as a residence. For purposes of this Declaration, Member's Permittees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration, or (vi) housekeeper employed by the Owner or lessee. Under no circumstances may more than one family reside in a Home at one time. The provisions of this Section shall not be applicable to Homes used by the Developer for model apartments, guest accommodations, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Home as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Home. Unless otherwise determined by the Board of Directors of the Association a person(s) occupying a Home for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors of the Association shall enforce, and the Owners shall comply with, same with due regard for such purpose.

Section 4. Applicability to Developer. The foregoing provisions shall not apply to the Developer or to any Lots or Homes owned by the Developer.

ARTICLE IX

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and Member's Permittees shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

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Section 2. Enforcement. Failure of an Owner or his Member's Permittees to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Properties (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' and paralegals' fees actually incurred and court costs, including those relating to appeals.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an Owner, or his Member's Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to a committee of three members appointed by the Board of Directors after which such committee shall hear reasons why a fine(s) should not be imposed. The committee members shall not be officers, directors or employees of the Association, or immediate family relatives of officers, directors or employees of the Association. A written decision of the committee appointed by the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) **Amounts:** The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

- (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
- (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
- (3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) **Payment of Penalties:** Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) **Application of Proceeds:** All monies received from fines shall be allocated as directed by the Board of Directors.

(g) **Non-exclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

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ARTICLE X

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Section 1. Damage to or destruction of all or any portion of the Common Properties shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Properties to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Fifty Thousand Dollars (\$50,000.00) or less of being sufficient to effect total restoration of the Common Properties, then the Association shall cause such portions of the Common Properties to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital improvement assessment against each of the owners in their proportionate shares in accordance with the provisions of Article VI of this Declaration.

(c) If the insurance proceeds are insufficient by more than Fifty Thousand Dollars (\$50,000.00) to effect total restoration of the Common Properties, then by written consent or vote of a majority of each class of the Members, they shall determine, whether (1) to rebuild and restore the common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Properties in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Common Properties shall be effective without the written approval of the Board and the Architectural Control Board, either of which can require rebuilding as they deem appropriate.

(d) Each Member shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Lot/Home, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of Assessments.

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ARTICLE XI

INSURANCE

Section 1. Common Properties. The Association shall keep all improvements, facilities and fixtures located within the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the

property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain, to the extent any insurable improvements to Common Properties are within an "A" flood zone, flood insurance in an amount equal to the lesser of 100% of the replacement cost of all insurable improvements (if any) within the common Properties or the maximum amount of coverage available under the National Flood Insurance Program.

Section 2. Replacement of Real Property. In the event of damage to or destruction of any portion of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article X of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liabilities and other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion.

The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Associations with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' of regular assessments, plus all reserve funds.

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ARTICLE XIII

MORTGAGE PROTECTION

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

The Association shall be required to make available to all Owners and Mortgage Lenders, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Properties.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Architectural control Board and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of 75% of all the Lots subject hereto and 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke (unless consented to by 100% of the Owners) shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

Section 2. Notice. Any notice required to be sent to any Member or owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action to enforce these covenants shall be entitled to receive, from the non-prevailing party or parties, all attorneys' and paralegals' fees and court costs actually incurred by the prevailing party, including those for any appeals.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

OR 25203/332

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, appurtenances and terms of this Declaration may be amended, changed, deleted or added to at any time and from time to time, in whole or in part, upon the execution and recording of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any lot affected by this Declaration, or alternatively by approval at a meeting of owners holding not less than 66-2/3% vote of the entire membership in the Association (as opposed to only those Members represented at a meeting of the Association), provided, however, that so long as the Developer or its affiliates is the Owner of any lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest.

Section 6. Effective Date. This Declaration shall become effective upon its recording in the Public Records of the County.

Section 7. Conflict. This declaration shall take precedence over any conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Board, such consent, approval or action may be withheld in the reasonable discretion of the party requested to give such consent or approval or take such action. All matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall conclusively establish the validity of such interpretation.

Section 9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant or easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their legal attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Normal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. Construction and Other Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE NEIGHBORHOOD ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNERS MAY BE, FROM TIME TO TIME, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE NEIGHBORHOOD, BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE NEIGHBORHOOD, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE NEIGHBORHOOD WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-

DK 25203P60353

WORKING HOURS); (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE NEIGHBORHOOD HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE NEIGHBORHOOD.

Section 11. Disclaimer of Warranties. TO THE MAXIMUM EXTENT LAWFUL AND UNLESS CLEARLY AND ABSOLUTELY PROHIBITED BY LAW, ALL, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, ANY WARRANTIES IMPOSED BY STATUTE AND ALL OTHER IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED. DEVELOPER HAS NOT GIVEN AND OWNER HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES.

AS TO ANY IMPLIED WARRANTY WHICH CANNOT BE DISCLAIMED ENTIRELY, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (CLAIMS FOR SUCH SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES BEING CLEARLY UNAVAILABLE IN THE CASE OF IMPLIED WARRANTIES WHICH ARE DISCLAIMED ENTIRELY ABOVE).

ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 12. Liability of the Association. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, NOR IN ANY MANNER BE DEEMED A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE NEIGHBORHOOD, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS, MEMBERS' PERMITEES OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSON. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE NEIGHBORHOOD HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE NEIGHBORHOOD AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY OF HOLLYWOOD AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT

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FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE NEIGHBORHOOD (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS SECTION SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ALL PARTIES RELATED HERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 13. CPI. Whenever specific dollar amount are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited or prohibited by law and excluding any specific dollar limits described in the Article entitled "Insurance", such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

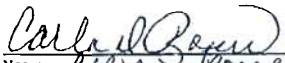
Section 14. Covenants Running With the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereto, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Neighborhood. Without limiting the generality of Section 4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

EXECUTED as of the date first above written.

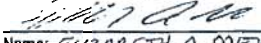
Signed, Sealed and Delivered in the Presence of:

HOLLYWOOD OAKS DEVELOPERS, a Florida general partnership

BY: Hollywood Oaks Development Corp., a Florida corporation, managing general partner


Name: CARLA D. ROGERS

By: 
Gordon Deckelbaum, President


Name: ELIZABETH A. MEYER

SK 25203P0355

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, this 17 day of July, 1978
by Gordon Deckelbaum, who is personally known to me, President of Hollywood Oaks Development Corp.,
a Florida corporation, Managing General Partner of Hollywood Oaks Developers, a Florida general
partnership, on behalf of the partnership.

Loise Gould
Name: Loise Gould
Notary Public
State of Florida at Large



sheeh/holyoak.doc
07/18/98 (11:02am)

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EXHIBIT 9A

LEGAL DESCRIPTION OF NEIGHBORHOOD

DK25203PG0357

LEGAL DESCRIPTION

All of Lots 1 through 92, Block 1, Lots 1 through 51, Block 2, Parcels C, D, G, H and I, and Tracts 2 and 3, together with the South 15.00 feet of Parcel A and the South 15.00 feet of Parcel B, all in BANYAN OAKRIDGE PLAT, according to the Plat thereof as recorded in Plat Book 156, Page 44 of the Public Records of Broward County, Florida.

BK 25203PG0358

EXHIBIT "B"

SITE PLAN

BK 25203Pg0359

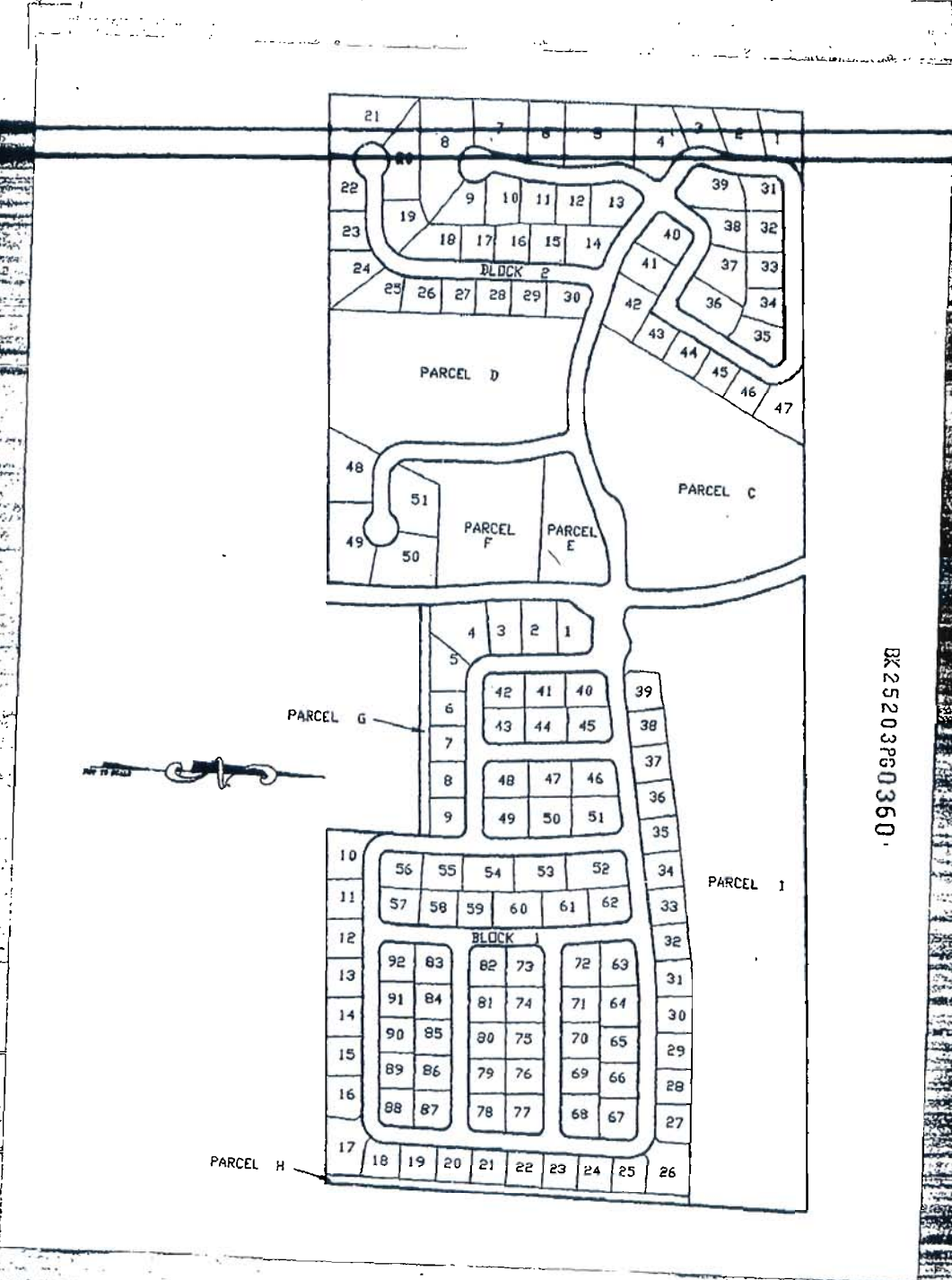
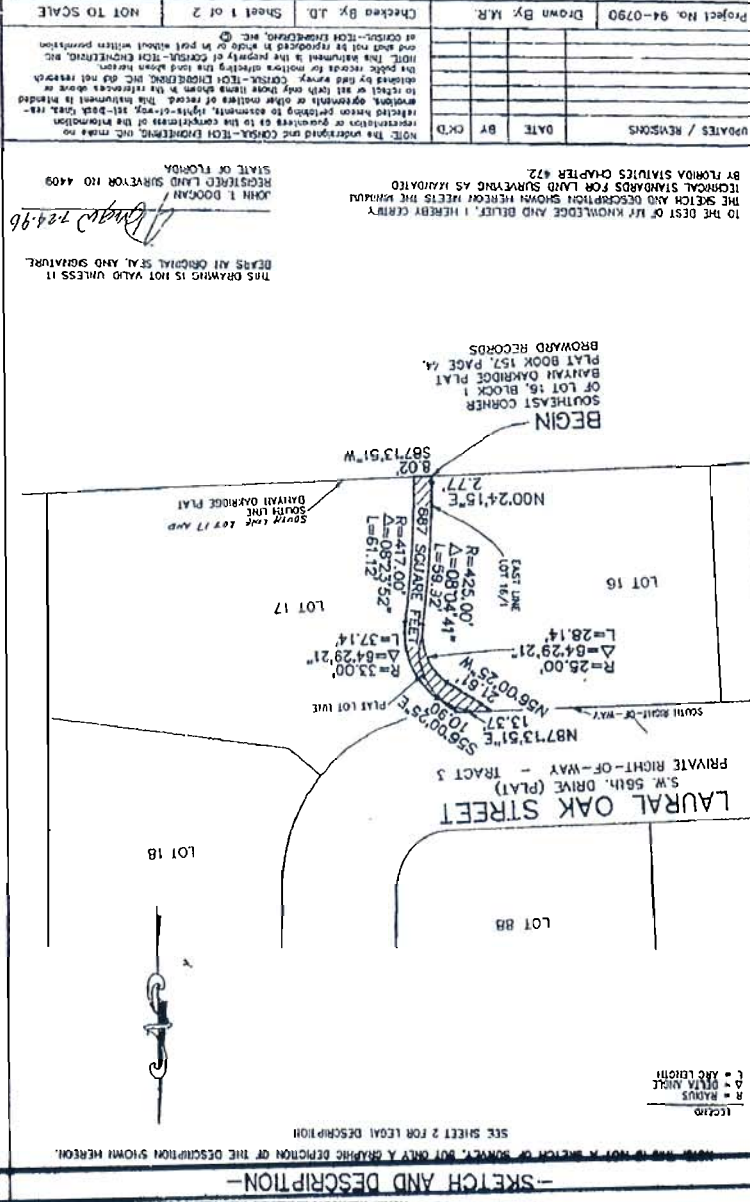


EXHIBIT "C"
ACCESS EASEMENT OVER A PORTION OF LOTS 16 AND 17 IN BLOCK 4

BK 25203P603611

25203P60362



CONSULT-TECH ENGINEERING, INC.
 Consulting Engineers & Land Surveyors
 50 East Sunrise Road 4th Floor
 Pompano Beach, Florida 33064
 (954) 785-8100



SHEET 1 OF 1

LEGAL DESCRIPTION

A portion of Lots 16 and 17, Block 1, as shown on the plat of **Banyan Oakridge Plat** as recorded in Plat Book 157, Page 44 of the Public Records of Broward County, Florida.

Being more particularly described as follows:

BEGIN at the Southeast corner of said Lot 16;
 thence North 00° 24' 15" East, along the East line of Lot 16, a distance of 2.77 feet to a point of curvature of a curve concave to the East, having a radius of 425.00 feet and a central angle of 08° 04' 41";
 thence Northerly an arc distance of 59.92 feet to a point of reverse curvature of a curve concave to the Southwest, having a radius of 25.00 feet and a central angle of 64° 29' 21";
 thence Northwesterly an arc distance of 28.14 feet to a point of tangency;
 thence North 56° 00' 25" West, a distance of 21.61 feet to the South Right-of-Way of Laurel Oak Street (S.W. 56 Drive);
 thence North 87° 13' 51" East along said South Right-of-Way line, a distance of 13.37 feet;
 thence South 56° 00' 25" East, a distance of 10.90 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 33.00 feet and a central angle of 64° 29' 21";
 thence Southeasterly an arc distance of 37.14 feet to a point of reverse curvature of a curve concave to the East, said curve having a radius of 417.00 feet and a central angle of 08° 23' 52";
 thence Southerly an arc distance of 61.12 feet to the South line of said Lot 17, also being the South line of said Plat;
 thence South 87° 13' 51" West, along the said South line, a distance of 8.02 feet to the **POINT OF BEGINNING**.

Said lands lying and being in the City of Hollywood, Broward County, Florida and containing 887 square feet, more or less.

BEARING REFERENCE

South line of said Lot 17, Block 1, (N 87° 13' 51" E) according to the said **Banyan Oakridge Plat**.

OR 25203P60363

94-0790.887

EXHIBIT "D"

LANDSCAPING AND TREE REMOVAL OVER A PORTION OF LOTS 1, 2, 3 AND 4, BLOCK 1

OR 25203 Pg 0364

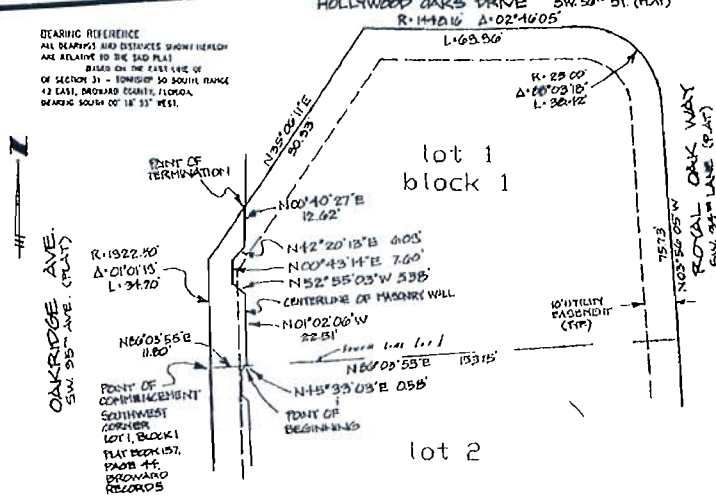


CONSUL-TECH ENGINEERING, INC.
 Consulting Engineers • Land Planners • Land Surveyors
 50 East Sample Road 4th Floor
 Pompano Beach, Florida 33064
 (305) 785-8100

-SKETCH AND DESCRIPTION-

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC SUMMARY OF THE DESCRIPTION SHOWN HEREON.

DEARING REFERENCE
 ALL DEARINGS AND DISTANCES SHOWN HEREON
 ARE RELATIVE TO THE S&D PLAT
 BASED ON THE EAST LINE OF
 OF SECTION 31 - TOWNSHIP 30 SOUTH RANGE
 43 EAST, BROWARD COUNTY, FLORIDA,
 BEARING SOUTH 00° 18' 31" WEST.



LEGAL DESCRIPTION

Centerline of a masonry wall being a portion of Lot 1, Block 1 as shown on the "Banyan Oakridge Plat" as recorded in Plat Book 157, Page 44 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Lot 1, Block 1; thence North 86° 03' 55" East, along the South line of said Lot 1, a distance of 11.80 feet to the POINT OF BEGINNING; thence North 01° 02' 06" West, a distance of 22.51 feet; thence North 52° 55' 03" West, a distance of 5.38 feet; thence North 00° 43' 14" East, a distance of 7.60 feet; thence North 42° 30' 13" East, a distance of 6.09 feet; thence North 00° 40' 27" East, a distance of 12.02 feet to the POINT OF TERMINATION.

Said lands lying and being in the City of Hollywood, Broward County, Florida.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL AND SIGNATURE.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, I HEREBY CERTIFY THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS MANDATED BY FLORIDA STATUTES CHAPTER 472.

J. Doonan 5-15-98
 JOHN I. DOONAN
 REGISTERED LAND SURVEYOR NO. 4409
 STATE OF FLORIDA

UPDATES / REVISIONS	DATE	BY	OK'D	NOTE
				NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representation or guarantee as to the consistency of the information reflected herein pertaining to easements, rights-of-way, easement lines, reservations, agreements or other matters of record. This instrument is intended to reflect and set forth only those items shown in the references above or obtained by this survey. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the land shown hereon.
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Project No. 24-0730 Drawn By: DL Checked By: JP Sheet 1 of 1 Scale: Not To Scale

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 Consulting Engineers & Land Planners, & Land Surveyors
 50 East Sample Road 4th Floor
 Pompano Beach, Florida 33064
 (305) 785-4100

- SKETCH AND DESCRIPTION

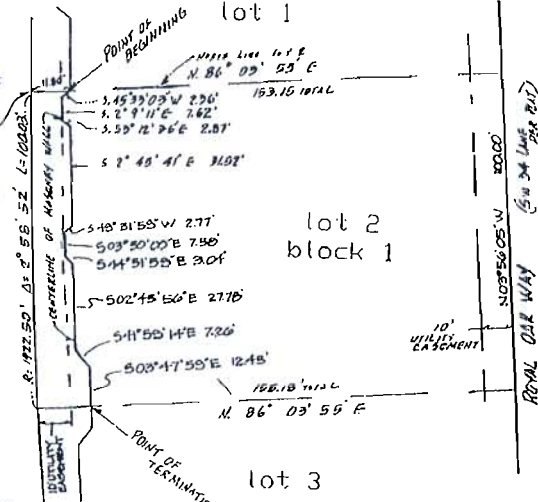
NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DERIVATION OF THE DESCRIPTION SHOWN HEREON.

BEARING REFERENCE
 ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE SMO PLAT BASED ON THE EAST LINE OF SECTION 31 - TOWNSHIP 20 SOUTH, RANGE 12 EAST, BROWARD COUNTY, FLORIDA, BEARING SOUTH 07° 14' 31" WEST.

POINT OF COMMENCEMENT
 NORTHWEST CORNER LOT 2 - BLOCK 1 PLAT BOOK 157 - PG. 44 BROWARD COUNTY RECORDS



(5 W 35 AVENUE) (5 W 247 OAK RIDGE AVE)



LEGAL DESCRIPTION

Centerline of a masonry wall being a portion of Lot 2, Block 1 as shown on the "Banyan Oakridge Plat" as recorded in Plat Book 157, Page 44 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Lot 2; thence North 86° 03' 55" East, along the North line of said Lot 2, a distance of 11.00 feet to the POINT OF BEGINNING; thence South 45° 33' 03" West, a distance of 2.90 feet; thence South 02° 09' 11" East, a distance of 7.62 feet; thence South 53° 15' 36" East, a distance of 2.07 feet; thence South 02° 45' 41" East, a distance of 31.52 feet; thence South 49° 31' 59" East, a distance of 2.77 feet; thence South 03° 50' 00" East, a distance of 7.58 feet; thence South 44° 51' 59" East, a distance of 3.04 feet; thence South 02° 45' 56" East, a distance of 27.78 feet; thence South 41° 59' 14" East, a distance of 7.26 feet; thence South 03° 47' 59" East, a distance of 12.45 feet to the POINT OF TERMINATION.

Said lands lying and being in the City of Hollywood, Broward County, Florida.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL AND SIGNATURE.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, I HEREBY CERTIFY THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS MANDATED BY FLORIDA STATUTES CHAPTER 472.

John T. Coogan 5-15-98
 JOHN T. COOGAN
 REGISTERED LAND SURVEYOR NO. 4409
 STATE OF FLORIDA

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTE
				NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representation or guarantee as to the completeness of the information reflected hereon pertaining to easements, rights-of-way, set-back lines, restrictions, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above or attached by file name. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the land shown hereon. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC. ©
Project No. 94 0790	Drawn By: JST	Checked By:	Sheet 1 of 1	NOT TO SCALE

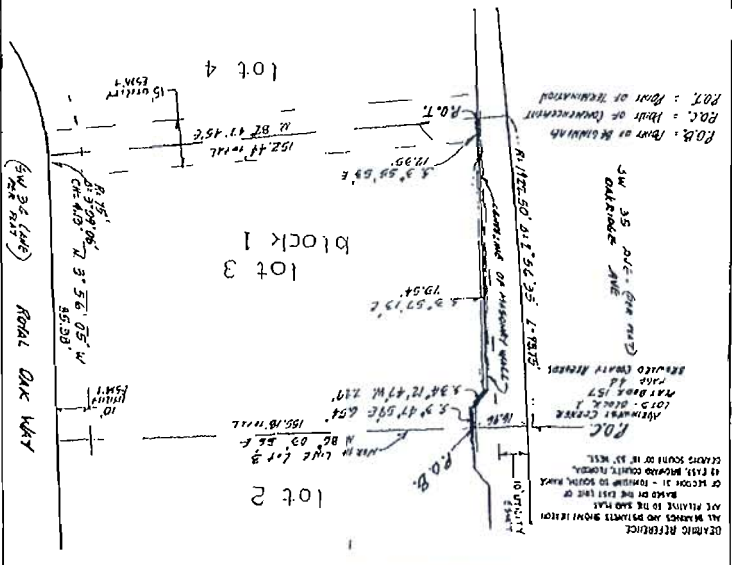
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CONSUL-TECH ENGINEERING, INC.
 Consulting Engineers & Land Surveyors
 50 East Douglas Road 4th Floor
 Pompano Beach, Florida 33061
 (305) 783-8100



SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SECTION OF A DEED. A SKETCH AND DESCRIPTION OF THE DESCRIPTION SHOWN HEREON.



LEGAL DESCRIPTION
 General description of a portion of Lot 3, Block 1 as shown on the "Banayan Oakridge Plat" as recorded in Plat Book 157, Page 41 of the Public Records of Broward County, Florida, being more particularly described as follows:
 COMMENCE at the Northwest corner of said Lot 3, Block 1; thence North 86° 03' 55" East, along the North line of said Lot 3, a distance of 16.96 feet to the POINT OF BEGINNING; thence South 03° 47' 59" East, a distance of 6.54 feet; thence South 34° 12' 47" East, a distance of 7.29 feet; thence South 03° 47' 13" East, a distance of 73.54 feet; thence South 03° 55' 53" East, a distance of 12.35 feet to the POINT OF TERMINATION.

Said lands lying and being in the City of Hollywood, Broward County, Florida.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL AND SIGNATURE.
 BY *[Signature]* 5.15.96
 JERRY L. DOUGLAS
 REGISTERED LAND SURVEYOR NO. 4499
 STATE OF FLORIDA

UPDATES / REVISIONS		DATE	BY	CHKD
NOTE: The information and data shown on this drawing were obtained from records and other sources as indicated on the drawing. The information is provided for your information only and does not constitute a warranty or representation of any kind. The user of this drawing is responsible for verifying the accuracy of the information and data shown on this drawing.				
NOTE: This drawing is the property of CONSULT-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSULT-TECH ENGINEERING, INC.				
Project No.	54-0790	Drawn By	JD	Checked By
Sheet	Lot 1	Scale	NOT TO SCALE	

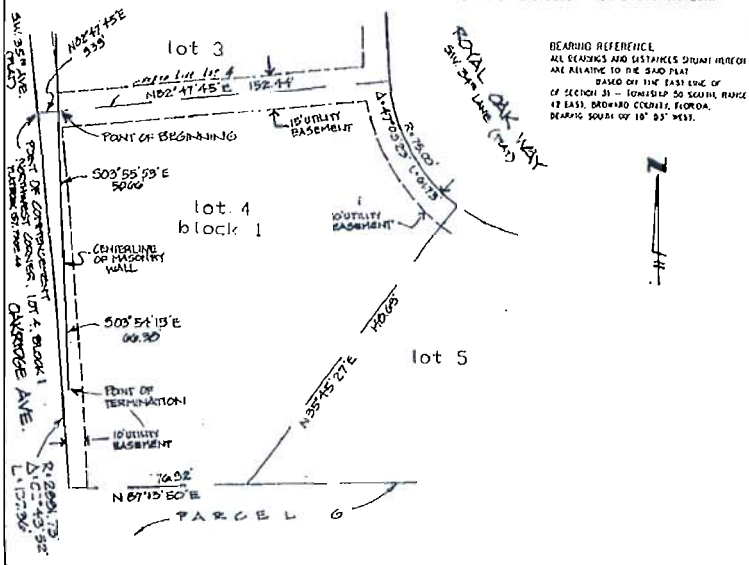
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 50 Lost Sample Road 4th floor
 Pompano Beach, Florida 33064
 (305) 785-8100

-SKETCH AND DESCRIPTION-

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.



BEARING REFERENCE.
 ALL BEARINGS AND DISTANCES SHOWN HEREON
 ARE RELATIVE TO THE GRID THAT
 IS PART OF THE EAST LINE OF
 SECTION 31 - TOWNSHIP 50 SOUTH, RANGE
 18 EAST, BROWARD COUNTY, FLORIDA,
 BEARING SOUTH OF 10° 03' WEST.

LEGAL DESCRIPTION

Centerline of a masonry wall being a portion of Lot 4, Block 1 as shown on the "Banyan Oakridge Plat" as recorded in Plat Book 157, Page 44 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Lot 4;
 thence North 82° 47' 45" East, along the North line of said Lot 4, a distance of 9.39 feet to the POINT OF BEGINNING;
 thence South 03° 55' 53" East, a distance of 50.66 feet;
 thence South 03° 54' 15" East, a distance of 66.38 feet to the POINT OF TERMINATION.

Said lands lying and being in the City of Hollywood, Broward County, Florida.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL AND SIGNATURE.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, I HEREBY CERTIFY THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS MANDATED BY FLORIDA STATUTES CHAPTER 472.

[Signature] 5.15.20
 JOHN I. DOOGAN
 REGISTERED LAND SURVEYOR NO. 4405
 STATE OF FLORIDA

UPDATES / REVISIONS	DATE	BY	CKD	NOTE
				NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representation or guarantee as to the completeness of the information reflected herein pertaining to easements, rights-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above or obtained by field survey. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the land shown hereon. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC. ©
Project No. 04-0120	Drawn By: DC	Checked By: JD	Sheet 1 of 1	Scale: Not To Scale

BK 25203PG0368

EXHIBIT "E"

ARTICLES OF INCORPORATION OF ASSOCIATION

OK 25203P60369

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HOLLYWOOD OAKS MAINTENANCE ASSOCIATION, INC., a Florida corporation, filed on May 2, 1995, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H95000004882. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is H95000002087.

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

Authentication Code: 095A00021019-050295-H95000002087-1/1

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CR2E022 (2-91)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
HOLLYWOOD OAKS
MAINTENANCE ASSOCIATION, INC.

The undersigned Incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be the HOLLYWOOD OAKS MAINTENANCE ASSOCIATION, INC., which is hereinafter referred to as the "Association".

ARTICLE II
OFFICE

The principal office and mailing address of the Association shall be 5675 Southwest 35th Avenue, Hollywood, Florida 33312 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

ARTICLE III
PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Hollywood Oaks recorded (or to be recorded) in the Public Records of the County, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in the Neighborhood and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is organized not for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership.

Definitions set forth in the Declaration are incorporated herein by this reference.

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**ARTICLE IV
MEMBERS**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot or Home, in the event the Home is on more than one (1) contiguous Lot, in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence, in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time. The Class B membership shall cease and terminate ninety (90) days after the last Lot within the Neighborhood has been sold and conveyed by Developer (or its affiliates), or any time prior thereto at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented at the meeting.

Section 4. General Matters. When reference is made herein, or in the Declaration, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

**ARTICLE V
CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE VI
BOARD OF DIRECTORS**

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but may consist of as many persons as the Board of Directors shall from time to time determine so long as it is an odd number. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

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Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Gordon Deckelbaum	5675 Southwest 35th Avenue Hollywood, Florida 33312
Moe Deckelbaum	5675 Southwest 35th Avenue Hollywood, Florida 33312
Carla Rogers	5675 Southwest 35th Avenue Hollywood, Florida 33312

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein and except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall, for any reason, cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

**ARTICLE VII
OFFICERS**

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

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<u>Name and Office</u>	<u>Address</u>
President: Gordon Deckelbaum	5675 Southwest 35th Avenue Hollywood, Florida 33312
Vice-President: Moe Deckelbaum	5675 Southwest 35th Avenue Hollywood, Florida 33312
Secretary/Treasurer: Carla Rogers	5675 Southwest 35th Avenue Hollywood, Florida 33312

**ARTICLE VIII
BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

**ARTICLE IX
AMENDMENTS AND PRIORITIES**

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 88-2/3% of the Members), all in the manner provided, and in accordance with the notice provisions of Section 817.017, Florida Statutes.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

**ARTICLE X
INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

<u>Name</u>	<u>Address</u>
Gordon Deckelbaum	5675 Southwest 35th Avenue Hollywood, Florida 33312

**ARTICLE XI
INDEMNIFICATION**

Section 1. The Association shall indemnify any person who was, or is a party to any proceeding by reason of the fact that he is or was a director, officer, employee or agent (each, an "indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding,

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had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in sections 1 or 2 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

Section 4. Any indemnification under sections 1 or 2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in sections 1 or 2. Such determination shall be made:

- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - (i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 - (ii) If a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
 - (iii) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

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Section 5. Evaluation of the reasonableness of expenses and authorization of the same shall be made by the determination of the court. However, if the determination of permissibility is made by independent legal counsel, persons specified by section 4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

Section 6. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

Section 7. The indemnification and advancement of expenses provided pursuant to this Article are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

Section 8. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

Section 9. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent or the Association who is or was a party to a proceeding, to the indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under section 3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entered in indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to section 7, or

(c) The director, officer, employee, or agent is fairly and reasonably entered to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in section 1, section 2, or section 7, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a pleading of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.


Section 10. For purposes of this Article XI, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

Section 11. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article XI shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

**ARTICLE XII
REGISTERED AGENT**

Until changed, Gordon Deckelbaum at 5675 Southwest 35th Avenue, Hollywood, Florida 33312 shall be the registered agent of the agent of the Association and the registered office shall be at same address.

IN WITNESS WHEREOF, the aforesaid incorporator has hereunto set his hand this 28 day of APRIL, 1995.


Gordon Deckelbaum

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STATE OF FLORIDA)
) ss:
COUNTY OF DEKALB)

The foregoing instrument was acknowledged before me this 28 day of APRIL, 1995 by Gordon Deckelbaum who is personally known to me.

(Signature)
Gordon Deckelbaum
(Signature)
Name: Arvid J. ...
Notary Public
State of Florida at Large



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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted:

First - That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Broward, State of Florida, the Association named in the said Articles has named Gordon Deckelbaum, located at 5675 Southwest 36th Avenue, Hollywood, Florida 33312, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


Name: Gordon Deckelbaum
Registered Agent

DATED this 28 day of
APRIL, 1995.

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EXHIBIT "F"

BY-LAWS OF ASSOCIATION

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BY-LAWS

**OF
HOLLYWOOD OAKS
MAINTENANCE ASSOCIATION, INC.**

A Corporation Not For Profit
Under The Laws of the State of Florida

**ARTICLE I
DEFINITIONS**

Section 1. The "Association" shall mean and refer to HOLLYWOOD OAKS MAINTENANCE ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Neighborhood" shall mean and refer to the Neighborhood as defined in the Declaration (the "Declaration") described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III of the Articles of Incorporation of the Association.

Section 5. All other definitions from the Declaration are incorporated herein by this reference.

**ARTICLE II
MEMBERSHIP**

Section 1. The membership of the Association is as set forth in Article IV of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association (except for the Developer, which shall be a Member for so long as it owns any Lots), the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Neighborhood against which such assessments are made as provided in the Declaration.

**ARTICLE III
BOARD OF DIRECTORS**

Section 1. The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting. All Members of the Association shall be eligible to serve on the Board of Directors, and a Member may nominate himself as a candidate for the Board of Directors at the meeting where the election is to be held.

Section 2. Any director (other than a director appointed by the Developer) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

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Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within the County, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. All meetings of the Board of Directors shall be open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would be governed by the attorney-client privilege.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held at any place or places within the County and at any time.

Section 7. Notice of each meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors. Notices of all meetings of the Board of Directors shall either be mailed or delivered to each Member seven (7) days before the meeting, or be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in an emergency.

Section 8. Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

Section 9. The Board of Directors shall have the power to adopt, amend and modify, from time to time, rules and regulations governing the use of the Common Properties and otherwise with respect to the Neighborhood, and the personal conduct of the Members and the Member's Permittees.

Section 10. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

ARTICLE IV
OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

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Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The President shall be the authorized representative of the Association as a member of the Master Association and as such is authorized to exercise all voting rights of the Association as a member of the Master Association. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the Directors when notices of such meetings are required by law or in these By-laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE V
MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast 33 1/3% of the votes of the membership shall constitute a quorum for any action governed by these By-laws. Proxies must be in writing and dated, and must state the date, time and place of the meeting for which it was given, and be signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot. No person other than a designee of the Developer is permitted to cast more than five (5) votes by proxy. A proxy is effective only for the specific meeting for which it was originally given.

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as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given.

Section 6. Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Roberts' Rules shall not be made so as to frustrate the will of the persons participating in said meeting.

**ARTICLE VI
CERTAIN RIGHTS OF OWNERS AND MORTGAGEES**


Section 1. The Association shall make available for inspection, upon request and during normal business hours, current copies of the Declaration, the Articles, these By-Laws, any rules and regulations and the books, records and financial statements of the Association.

**ARTICLE VII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66 2/3% of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further than any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these by-laws and the Articles of Incorporation as long as the Developer or its affiliates owns any Lot governed by the Association without the consent of the Members or the Board.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 18 day of JULY, 1996.



President

Secretary

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**CONSENT AND SUBORDINATION OF MORTGAGEE
TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR HOLLYWOOD OAKS**

THIS CONSENT is given as of the 25~~th~~ day of July, 1996 on behalf of OHIO SAVINGS BANK, a federal savings bank ("Mortgagee"), the owner and holder of that certain Mortgage and Security Agreement given by HOLLYWOOD OAKS DEVELOPERS, a Florida general partnership ("Mortgagor") dated as of September 29, 1994, and recorded October 3, 1994 in Official Records Book 22676, Page 343, of the Public Records of Broward County, Florida (including any and all other documents given to Mortgagee as security for the obligations secured by the described mortgage, as same may be amended from time to time, the "Land Mortgage") and that certain Mortgage and Security Agreement given by Mortgagor in favor of Mortgagee dated September 29, 1994, recorded October 3, 1994 in Official Records Book 22676, at Page 399, of the Public Records of Broward County, Florida (including any and all other documents given to Mortgagee as security for the obligations secured by the described mortgage, as same may be amended from time to time, the "Revolving Mortgage").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of that certain Declaration of Covenants and Restrictions for Hollywood Oaks (the "Declaration"), and to subordinate the lien and effect of the Mortgage to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Declaration, but without in any manner releasing, satisfying or discharging the Mortgage or in any way impairing, altering or diminishing the effect of any lien, encumbrance, security interest or other interest created by or related to the Mortgage or any rights or remedies of Mortgagee under or with respect to the Mortgage. Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Hollywood Oaks, and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or other documents issued in connection with the promotion of Hollywood Oaks. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration. Nothing contained herein shall in any way restrict or limit any rights, benefits and privileges in favor of Mortgagee as an "Institutional Lender" as defined in the Declaration or otherwise whether now or hereafter existing.

JK252033P0385

Made as of the day and year first above written.

Signed and acknowledged
in the presence of:

OHIO SAVINGS BANK

Susan J. Delzani
Name Printed: Susan J. Delzani

By: Steven S. Swartz
Steven S. Swartz, Vice President

Michelle L. Unas
Name Printed: Michelle L. Unas

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

The foregoing document was acknowledged before me this 25th day of July, 1996 by STEVEN S. SWARTZ, as Vice President of OHIO SAVINGS BANK, a federal savings bank, who is personally known to me or who produced _____ as identification, who after being first duly sworn, deposes and states that he/she has executed the foregoing and that it is true and correct to the best of his/her knowledge and belief.

Susan J. Delzani
NOTARY PUBLIC, State of Florida

Print Notary Public Name:

SUSAN J. DELZANI

My Commission Expires: 6-14-1998

SUSAN J. DELZANI, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires June 14, 1998

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

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