

**SPRINGDALE
LAKE
MASTER
ASSOCIATION, INC.**

82-226451

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SPRINGDALE LAKE

THIS DECLARATION, made by MINTO BUILDERS (FLORIDA), INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Broward County, Florida, which is more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant desires to create a residential community upon the real property described in Exhibit "A" to be known as Springdale Lake;

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto shall be held, transferred, sold, occupied and conveyed subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth all of which are for the purpose of protecting the value and desirability of, and which shall run with said real property and shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

Section 2. "Association" shall mean and refer to Springdale Lake Master Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 3. "Common Expenses" shall mean and refer to expenditures for services required and authorized to be performed by the Association.

Section 4. "Common Properties" shall mean and refer to any and all real property, or interest therein, whether improved or not that may, from time to time, be conveyed or dedicated by Plat by the Declarant or such other person in accordance with this Declaration to the Association and designated as Common Properties for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to Minto Builders (Florida), Inc., a Florida corporation, or the successors and assigns to the rights of the Declarant hereunder.

Section 6. "Declaration" shall mean and refer to this instrument as it may from time to time be amended.

Section 7. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Unit, which owner and holder of said mortgage shall be the Declarant, a bank, a mortgage corporation, life insurance company, federal or state trust or a lender generally recognized in the community as an institutional lender.

Section 8. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of

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the Circuit Court of Broward County, Florida, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities, or fee simple title to any Unit. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 9. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with any portion of the real property described in Exhibit "B" attached hereto, which portion has been annexed to the Properties in accordance with this Declaration.

Section 10. "Recreation Facility" shall mean and refer to any Common Properties upon which Declarant constructs certain improvements which may include a swimming pool and other related facilities.

Section 11. "Unit" shall mean and refer to any single-family residential dwelling unit located in the Properties which is subject to a condominium form of ownership.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties which right and easement shall be appurtenant to and shall pass with the title to each Unit and shall be subject to and limited by the following:

A. The right of the Association to suspend an Owner's right and easement to use the Common Properties for any period during which any assessment against said Owner's Unit remains unpaid.

B. The right of the Association to suspend an Owner's right and easement to use the Common Properties for a period not to exceed sixty (60) days for any violation of the terms and conditions of this Declaration, the Articles and By-Laws or the Rules and Regulations of the Association and two-thirds (2/3) of the Institutional Lenders.

C. The right of the Association to dedicate or transfer all or any portion of the Common Properties to any public agency, authority or utility, provided however, that no such dedication or transfer shall be effective until approved by an affirmative vote of the holders of two-thirds (2/3) of the total votes of the Association and two-thirds (2/3) of the Institutional Lenders.

D. The rules and regulations of the Association.

Section 2. Owners' Easements of Ingress and Egress. Each Owner shall have, as an appurtenance to his Unit, a perpetual easement for ingress and egress to and from their Unit over and upon the Common Properties.

Section 3. Delegation of Use. Any Owner may delegate the right and easement granted to said Owner pursuant to this Article to the members of his family or his tenants who reside in his Unit but any such delegation shall be subject to and limited by the terms and conditions of this Declaration, the Articles and By-Laws of the Association and the Rules and Regulations of the Association.

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Section 4. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Unit, shall not be separated therefrom and shall pass with the title to his Unit, whether or not separately described.

Section 5. Limited Common Properties. Limited Common Properties shall refer to parking spaces within the Common Properties that are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Properties so appurtenant or assigned. Any expenses of maintenance, repair or replacement of Limited Common Properties shall be treated and paid for as a part of the Common Expenses. Unassigned parking spaces shall be used in accordance with the rules and regulations promulgated from time to time by the Association. The Association shall not be liable for the loss, damage or theft of personal property from vehicles or the vehicles themselves.

Section 6. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each member shall be entitled to cast one vote for each Unit owned by said member. When any Unit is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Unit, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Unit. There shall be no cumulative voting.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument conveying record fee title to any Unit and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the conveyance of his Unit. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Unit upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the

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membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Unit upon which membership is based.

Section 4. Declarant Control of Association. Notwithstanding anything herein to the contrary, until the year 1995 or sooner as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing Declarant with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein. It is the intent of this section that the Declarant shall possess exclusive control of the Association until expiration of the stated period.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. By acceptance of a deed to a Unit, each Owner other than the Declarant is deemed to covenant and agree to pay to the Association annual and special assessments as hereinafter provided, regardless whether such covenant and agreement shall be expressed in such deed. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting same, shall be secured by a continuing lien upon the Unit against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Unit while he is the Owner of said Unit.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Properties, and to provide services which the Association is authorized and required to provide. The Association may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. Each year the Association may not contribute more than ten percent (10%) of its receipts from its annual assessments to said account.

Section 3. Units Owned by Declarant. Notwithstanding anything herein to the contrary, the Declarant shall be excused from the payment of assessments with respect to Units owned by it.

Section 4. Proportion and Amount of Annual Assessments. Each Owner shall pay an annual assessment equal to his proportionate share of the Common Expenses. The proportionate share of Common Expenses for each Owner shall be determined by multiplying the Common Expenses by a fraction, the numerator of which is equal to the total number of Units owned by said Owner and the denominator of which is equal to the total number of Units.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

REC 1 U 365 PG 256

Section 6. Date of Commencement and Proration of Annual Assessments Due Date. The annual assessments provided for herein shall commence against each Unit on the date of its conveyance by the Declarant to a purchaser thereof. The annual assessments for the year in which this Declaration is recorded among the Public Records of Broward County, Florida, shall be adjusted in accordance with the number of days remaining in said year from and after said recordation. Thereafter, the Board of Directors shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments; e.g., lump sums or quarterly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall prepare an annual budget and a roster fixing the amount of the annual assessment against each Unit which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment and the past-due date thereof shall thereupon be sent to every Owner subject thereto as provided in this Declaration. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; Lien. If any assessment is not paid on or before the past-due date specified herein, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the Unit against which each such assessment was made.

Section 9. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien created thereby.

Section 11. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of each creditor of the Association; provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer shall furnish to each Member of the Association who may make

OFF REC 10365 PG 257

request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

ARTICLE V
FUNCTIONS OF THE ASSOCIATION

Section 1. Required Services. In addition to those responsibilities specified in this Declaration, the Association shall be required to provide the following services:

A. cleanup, maintenance and payment of property taxes with respect to the Common Properties both prior to and after conveyance of same by Declarant to the Association.

B. operation of the Common Properties in accordance with the rules, regulations and standards adopted by the Association from time to time.

C. taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

D. operation and maintenance of the surface water management system within the Properties, which system includes but is not limited to the on-site lake flashboard riser, weir, culverts and connecting pipe.

E. conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, notice of meetings, and other important events.

F. purchasing general liability and hazard insurance covering improvements and activities on the Common Properties to the extent deemed necessary or desirable by the Association, both prior to and after conveyance of the Common Properties by Declarant to the Association.

G. acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Association by the Declarant.

H. maintenance of each condominium within the Properties to the extent permitted by, and at the expense of, the condominium association which operates said condominium; provided, however, that the Association shall be entitled to apportion the cost of such maintenance among said condominiums in any manner that the Association deems equitable and convenient.

Section 2. Authorized Services. The Association shall be authorized, but not required, to provide the following services:

A. lighting of roads, sidewalks and walks and paths throughout the Properties.

B. fire protection and prevention.

C. garbage and trash collection and disposal.

D. conducting recreation, sport, craft and cultural programs of interest to Owners, their families, tenants and guests.

REC 10365 PG 258

E. protection and security, including, but not limited to, the employment of security guards within the Properties and operation of a guardhouse.

F. maintenance of electronic and other security devices.

G. installation, operation and maintenance of cable television facilities.

H. operation of transportation services to and from the Properties.

ARTICLE VI RIGHTS OF DECLARANT

Section 1. Rights. Notwithstanding anything herein to the contrary, Declarant as well as its designees and invitees shall, so long as Declarant owns any portion of the property described in the Exhibits attached hereto, have the right to:

A. Use, occupy, demonstrate and show all portions of the Common Properties for the purpose of promoting and aiding in the development, marketing, sale or rental of any portion of the Properties owned by Declarant.

B. Display and erect signs, billboards and placards upon the Common Properties and any portion of the Properties owned by Declarant.

C. Operate and maintain sales offices and related facilities upon the Common Properties and any portion of the Properties owned by Declarant.

ARTICLE VII EASEMENTS

Section 1. Utilities. The Properties shall be subject to such easements for utilities including, but not limited to, water, sewer, electric and cable television as may be reasonably required to properly and adequately serve the Properties as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties and said easements shall survive any termination of this Declaration.

Section 2. Encroachment. There shall be an easement for any encroachment of any building in which a Unit is located, which encroachment exists upon the Common Properties. Said easement shall constitute a covenant running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in any such way as to unreasonably interfere with said building and intended use of said easement, and said easement shall survive any termination of this Declaration.

Section 3. Declarant. Declarant hereby reserves unto itself and for the benefit of its designees and invitees, over, under and through the Common Properties, such non-exclusive easements of access, ingress and egress, use and enjoyment, parking and any other purpose as Declarant, in its sole discretion, deems necessary in order for Declarant to exercise its rights hereunder. Further, such easements shall continue for any period of time in which Declarant shall own any real property which is adjacent to the Properties, notwithstanding that the Declarant may own no portion of the Properties.

REC 10365 pg 259

Section 4. Service. Declarant hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant to service the Properties, and to such other persons as the Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation.

Section 5. Association. Such easements throughout the Properties as may reasonably be necessary for the Association to perform its services required and authorized hereunder are hereby granted in favor of the Association.

Section 6. Execution. To the extent that the creation of any of the easements described in this Article requires the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

ARTICLE VIII ADDITIONS TO THE PROPERTIES

Section 1. Annexation. The Declarant and any other person approved in writing by the Declarant may, from time to time and in the Declarant's sole discretion, annex to the Properties all or any portion of the real property described in Exhibit "B" attached hereto owned by such person; provided, however, that under no circumstances shall the Declarant be required to make or approve any such annexations, and no portion of the real property described in Exhibit "B" shall be subject to or encumbered by this Declaration until such time as said portion is annexed to the Properties in accordance with the provisions of this Article. Upon any such annexation, the real property so annexed shall be subject to all of the terms, conditions, provisions, limitations, assessment and lien rights, easements and restrictions contained in this Declaration.

Section 2. Method of Annexation. Any annexation in accordance with this Article shall either be made by recording a supplementary Declaration of Covenants, Conditions and Restrictions in the Public Records of Broward County, Florida, which shall subject the real property described therein to the terms and conditions of this Declaration, or by stating in any instrument by the Declarant to any individual or entity that said instrument is and shall be subject to this Declaration as recorded in the Official Records of Broward County, Florida.

ARTICLE IX ARCHITECTURAL CONTROL

No structure shall be erected, altered, placed or permitted to remain, nor shall construction commence on or with respect to any Unit until the design, construction specifications and a plan showing the location of the structure have been approved in writing by the Association as to quality, design and materials, in harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Association shall not be required in the event that the Association fails to give any response within thirty (30) days after

receipt of a written request for same. In no event will the Association's approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this paragraph shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this section shall not apply to the Declarant.

ARTICLE X ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association, any Owner or the Declarant, its successors or assigns. Failure by any Owner, the Association or the Declarant, its successors or assigns, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should the Association find it necessary to institute legal action against a member of the Association other than the Declarant to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the Rules and Regulations of the Association, upon a finding by a court in favor of the Association, the defendant member shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the Unit of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration.

ARTICLE XI GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association and two-thirds (2/3) of the Institutional Lenders are in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of

REC 10365 pg 261

votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. This Declaration may be amended only as follows:

A. The Declarant may amend this Declaration in any manner whatsoever without the consent of the Members at any time that Declarant shall be in control of the Association.

B. Thereafter, this Declaration may be amended provided that three-fourth (3/4) of the votes cast by the Members present at a duly called and held meeting of the Association vote in favor of the proposed amendment.

C. No amendment shall be passed which impairs or prejudices the rights of Institutional Lenders without the prior written consent of the Institutional Lenders.

D. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Broward County, Florida.

E. No amendments shall be passed which affects the surface water management system, including the water management portions of the Properties without the prior approval of the appropriate water management district.

Section 3. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Association is called to take action under Section 2 of this Article, the presence at the meeting of the Members or proxies entitled to cast fifty percent (50%) of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty percent (50%) of the total vote of the Association.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of Broward County, Florida. Notice to one of two or more co-Owners of a Unit shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the

Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 5. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court of Broward County, Florida, which Trustee shall sell the Common Properties free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Broward County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties. The excess of proceeds, if any, from Common Properties shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses.

Section 9. Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 10. Context. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 11. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

REC 10365 PG 263

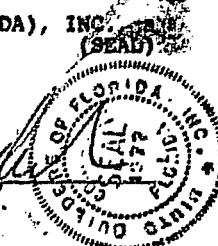
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 25th day of August, 1982.

Signed, sealed and delivered in the presence of:

Miller
Stanley Janiewski

MINTO BUILDERS (FLORIDA), INC.
Florida corporation

By: *Miller* *EXEC*



STATE OF FLORIDA
COUNTY OF BROWARD } SS:

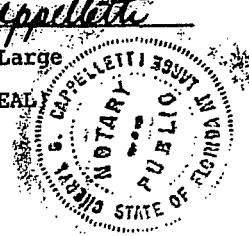
The foregoing instrument was acknowledged before me this 25th day of August, 1982, by Michael S. Rubin, Executive Vice President for Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires February 10, 1985
Bonded Through Hartford Insurance

Cheryl H. Cappelletti
NOTARY PUBLIC
State of Florida at Large

(NOTARY SEAL)



OFF REC 10365 PG 264

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A portion of Tract "R", according to the plat of "CITY OF LAUDERHILL SECTION ONE", as recorded in Plat Book 81 at Page 4 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "R"; thence run Southwesterly along a circular curve to the right having a radius of 4570.49 feet and a central angle of 2 degrees 13 minutes 15 seconds for an arc distance of 201.09 feet to a point on said curve (said curve being coincident with the Northerly boundary line of said Tract "R", and the Southerly Right-of-Way line of N. W. 50th Street as shown on the said plat of "CITY OF LAUDERHILL SECTION ONE",) said point bears South 11 degrees 28 minutes 23 seconds East from the radius point of the last described curve and bears North 84 degrees 15 minutes 13 seconds West from the radius point of the next described curve; thence Southwesterly along a circular curve to the left, having a radius of 40.00 feet and a central angle of 16 degrees 57 minutes 42 seconds for an arc distance of 11.84 feet to a Point of Tangency; thence South 11 degrees 12 minutes 58 seconds East for 93.09 feet to a Point of Curvature; thence Southeasterly along a circular curve to the left having a radius of 60.00 feet and a central angle of 50 degrees 45 minutes 44 seconds for an arc distance of 53.16 feet to a Point of Tangency; thence South 61 degrees 58 minutes 42 seconds East for 9.89 feet to a Point of Curvature; thence Southeasterly along a circular curve to the right having a radius of 161.00 feet and a central angle of 13 degrees 30 minutes 45 seconds for an arc distance of 37.97 feet; thence South 41 degrees 32 minutes 03 seconds West radial to the last described curve for 22.00 feet to the Point of Beginning; thence South 28 degrees 01 minutes 18 seconds West for 66.05 feet; thence South 51 degrees 39 minutes 15 seconds West radial to the next described curve for 43.06 feet to a point on said curve; thence Northwesterly along a circular curve to the left having a radius of 16.00 feet and a central angle of 23 degrees 37 minutes 57 seconds for an arc distance of 6.60 feet to a Point of Tangency; thence North 61 degrees 58 minutes 42 seconds West for 32.56 feet to a Point of Curvature; thence Northwesterly and Southwesterly along a circular curve to the left having a radius of 16.00 feet and a central angle of 101 degrees 54 minutes 30 seconds for an arc distance of 28.46 feet to a Point of Tangency; thence South 16 degrees 06 minutes 48 seconds West for 99.94 feet; thence South 35 degrees 41 minutes 56 seconds West for 76.67 feet; thence South 86 degrees 23 minutes 47 seconds West radial to the next described curve for 166.26 feet, said last described course being coincident with the Southerly boundary line of said Tract "R"; thence Northerly along a circular curve to the left having a radius of 3504.27 feet and a central angle of 1 degree 29 minutes 16 seconds for an arc distance of 90.99 feet to a point on said curve; (said last course being coincident with the Westerly boundary line of said Tract "R" and the Easterly right-of-way line of Northwest 82nd Avenue as shown on the said plat of "CITY OF LAUDERHILL SECTION ONE",) said point bears North 84 degrees 54 minutes 31 seconds East from the radius point of the last described curve; thence North 84 degrees 43 minutes 44 seconds East for 113.86 feet; thence North 16 degrees 06 minutes 48 seconds East for 168.46 feet to a Point of Curvature; thence Northeasterly along a circular curve to the right having a radius of 45.00 feet and a central angle of 63 degrees 55 minutes 44 seconds for an arc distance of 50.21 feet to a Point of Tangency; thence North 80 degrees 02 minutes 32 seconds East for 43.24 feet to a Point of Curvature; thence

continued on Page 6

995 103656 265
REC 103656 265
LEGAL DESCRIPTION
OF REAL PROPERTY

Schwebke Shuskin & Assoc., Inc.
LAND PLANNERS-ENGINEERS-LAND SURVEYORS
MIAMI FLORIDA
ORDER NO 144716 AUGUST 1982

Page 5 of 14 Pages

(Three pages)

[011]

Northeasterly, Easterly and Southeasterly along a circular curve to the right having a radius of 60.00 feet and a central angle of 37 degrees 58 minutes 46 seconds for an arc distance of 39.77 feet to a Point of Tangency; thence South 61 degrees 58 minutes 42 seconds East for 71.56 feet to a Point of Curvature; thence Southeasterly along a circular curve to the right having a radius of 139.00 feet and a central angle of 13 degrees 30 minutes 45 seconds for an arc distance of 32.78 feet to the Point of Beginning, lying and being in the City of Lauderdale, Broward County, Florida and containing 1.1395 Acres, more or less.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER PAVED PORTIONS OF THE FOLLOWING DESCRIBED PARCEL:

A portion of Tract "R", according to the plat of "CITY OF LAUDERHILL SECTION ONE", as recorded in Plat Book 81 at Page 4 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "R"; thence run Southwesterly along a circular curve to the left, having a radius of 4570.49 feet and a central angle of 2 degrees 13 minutes 15 seconds for an arc distance of 201.09 feet to the Point of Beginning, said point bears South 11 degrees 23 minutes 23 seconds East from the radius point of the last described curve and also bears North 84 degrees 15 minutes 13 seconds West from the radius point of the next described curve, (said last course being coincident with the Northerly boundary line of said Tract "R", and the Southerly right-of-way line of N. W. 50th Street as shown on the said plat of "CITY OF LAUDERHILL SECTION ONE"); thence Southwesterly along a circular curve to the left having a radius of 40.00 feet and a central angle of 16 degrees 57 minutes 42 seconds for an arc distance of 11.84 feet to a Point of Tangency; thence South 11 degrees 12 minutes 58 seconds East for 93.09 feet to a Point of Curvature; thence Southeasterly along a circular curve to the left, having a radius of 60.00 feet and a central angle of 50 degrees 45 minutes 44 seconds for an arc distance of 53.16 feet to a Point of Tangency; thence South 61 degrees 58 minutes 42 seconds East for 9.89 feet to a Point of Curvature; thence Southeasterly along a circular curve to the right having a radius of 161.00 feet and a central angle of 13 degrees 30 minutes 45 seconds for an arc distance of 37.97 feet; thence South 41 degrees 32 minutes 03 seconds West radial to the last and next described curves for 22.00 feet to a point on a curve; thence Northwesterly along a circular curve to the left having a radius of 139.00 feet and a central angle of 13 degrees 30 minutes 45 seconds for an arc distance of 32.78 feet to a Point of Tangency; thence North 61 degrees 58 minutes 42 seconds West for 71.56 feet to a Point of Curvature; thence Northwesterly, Westerly and Southwesterly along a circular curve to the left, having a radius of 60.00 feet and a central angle of 37 degrees 58 minutes 46 seconds for an arc distance of 39.77 feet to a Point of Tangency; thence South 80 degrees 02 minutes 32 seconds West for 43.24 feet to a Point of Curvature; thence Southwesterly along a circular curve to the left having a radius of 45.00 feet and a central angle of 63 degrees 55 minutes 44 seconds for an arc distance of 50.21 feet to a Point of Tangency; thence South 16 degrees 06 minutes 48 seconds West for 168.46 feet; thence South 84 degrees 43 minutes 44 seconds West for 113.86 feet to a point on a curve, said point bears North 84 degrees 54 minutes 31 seconds East from the radius point of the next described curve; thence Northerly along a circular curve to the left, having a radius of 3504.27 feet and a central angle of 0 degrees 21 minutes 34 seconds for an arc distance of 21.98 feet to a point on the last described curve, (said last course being coincident with the Westerly boundary line of said Tract "R", and the Easterly right-

Continued on Page 7

992 REC 10365 Pg 2
OFF

LEGAL DESCRIPTION
OF REAL PROPERTY

Schwebke-Shiskin & Assoc., Inc.
LAND PLANNERS - ENGINEERS - LAND SURVEYORS
MIAMI FLORIDA
ORDER N° 14471G AUGUST 1982

page 6 of 14 pages

of way line of N. W. 82nd Avenue as shown on the said plat of "CITY OF LAUDERHILL SECTION ONE"), said point bears North 84 degrees 32 minutes 57 seconds East from the radius point of the last described curve; thence North 84 degrees 43 minutes 44 seconds East for 63.14 feet to a Point of Curvature; thence Northeasterly, Northerly and Northwesterly along a circular curve to the left having a radius of 25.00 feet and a central angle of 91 degrees 36 minutes 58 seconds for an arc distance of 39.98 feet to a Point of Tangency; thence North 6 degrees 53 minutes 14 seconds West for 116.44 feet to a Point of Curvature; thence Northwesterly, Northerly and Northeasterly along a circular curve to the right having a radius of 35.00 feet and a central angle of 86 degrees 55 minutes 46 seconds for an arc distance of 51.10 feet to a Point of Tangency; thence North 80 degrees 02 minutes 32 seconds East for 149.94 feet to a Point of Curvature; thence Northeasterly, Northerly and Northwesterly along a circular curve to the left having a radius of 20.00 feet and a central angle of 91 degrees 15 minutes 30 seconds for an arc distance of 31.86 feet to a Point of Tangency; thence North 11 degrees 12 minutes 30 seconds West for 62.50 feet to a Point of Curvature; thence Northwesterly along a circular curve to the left having a radius of 40.00 feet and a central angle of 16 degrees 57 minutes 42 seconds for an arc distance of 11.84 feet to a point on the next described curve; said point bears South 10 degrees 57 minutes 33 seconds East from the radius point of the next described curve; thence Easterly along a circular curve to the left along the Northerly boundary line of said Trace "A" and the South right-of-way line of said N. W. 50th Street, having a radius of 4570.49 feet and a central angle of 0 degrees 30 minutes 49 seconds for an arc distance of 40.80 feet to the Point of Beginning, lying and being in the City of Lauderhill, Broward County, Florida and containing 0.3493 Acres more or less.

L97 9dC980 334
440

LEGAL DESCRIPTION
OF REAL PROPERTY

Schwebke, Shiskin & Assoc., Inc.
LAND PLANNERS, ENGINEERS, LAND SURVEYORS
MIAMI, FLORIDA
ORDER NO 14470

AUGUST 1982

Page 7 of 14 Pages

EXHIBIT "B"

TRACTS "R" AND "Q" OF CITY OF LAUDERHILL,
SECTION ONE, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 81 AT PAGE 4 OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ATTALY 427-158

REF. 0365 RS 268

BY-LAWS

- of -

SPRINGDALE LAKE MASTER ASSOCIATION, INC.

ARTICLE I
GENERAL

Section 1. Name. The name of the corporation shall be SPRINGDALE LAKE MASTER ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be Township Center, 2200 Lyons Road, Coconut Creek, Florida 33066, 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.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for SPRINGDALE LAKE, which is or shall be recorded in the Public Records of Broward County, Florida, ("Declaration"), and the words "Properties," "Unit," "Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration.

ARTICLE II
DIRECTORS

Section 1. Number and Term. During such period of time as the Declarant controls the Association in accordance with these By-Laws and the Declaration, the Board of Directors shall consist of three (3) members who need not be members of the Association. Thereafter, the number of directors ("Directors") which shall constitute the Association's Board of Directors shall be equal to the number of condominiums within the Properties but in no event less than three (3). The association for each such condominium shall select, prior to each annual meeting of the Association, an individual who shall serve for a term of one (1) year or until his successor shall have been selected by said association. In the event that there are less than three (3) such condominiums at the time of an annual meeting of the Association, the Members of the Association shall elect the remaining director(s) at such meeting. After the Declarant has released control of the Association, no person who is not a member of the Association shall serve as a Director thereof.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.

Section 3. Removal. Any Member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members who selected same. A special meeting of the Members to remove a Member of the Board of Directors may be called by holders of ten percent (10%) of the total votes of such Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Declarant.

If any Director fails to pay any assessment levied against him by the Board of Directors, whether regular or special assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect annual and individual assessments.
- B. To use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Properties.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To insure and keep insured the Common Properties against loss from fire and/or other casualty and the Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
- E. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors.
- F. To employ and compensate such personnel as may be required for the maintenance and preservation of the Properties.
- G. To make reasonable rules and regulations applicable to all members.
- H. To contract for the management of the Properties and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.
- I. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.
- J. To perform the services authorized or required of the Association pursuant to the Declaration or the Articles of Incorporation.

Section 5. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

- A. The first meeting of each Board of Directors newly installed by the Members shall be held immediately upon adjournment of the meeting at which they were installed, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Properties at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. In the event of a deadlock, the chairman of the Board of Directors, selected by the Directors, shall abstain from voting on the issue giving rise to the deadlock.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 8. Accounting Records. The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit, which account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

ARTICLE III OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4. The President.

A. The President shall be chairman of, and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary and the Assistant Secretary or the Treasurer.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents of which a seal is required and the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond, in a sum and with one (1) or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV
MEMBERSHIP

Membership and change of membership shall be in accordance with the Declaration.

ARTICLE V
MEETINGS OF ASSOCIATION

Section 1. Place. All meetings of the Association shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The first annual meeting of Members shall be held during the last two (2) weeks in the first February after the first recordation of a Declaration unless such meeting shall be less than six (6) months after such recordation, in which event the first annual meeting of Members shall be held during the last two (2) weeks of the month which is not

less than eleven (11) months nor more than twelve (12) months after the first recordation of a Declaration.

B. Regular annual meetings subsequent to the first meeting shall be held during the last two (2) weeks of every February.

C. At the annual meetings, the Members or those voting on their behalf, by a majority vote (cumulative voting prohibited) shall install a Board of Directors and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed by certified mail to each Member entitled to vote, or that person voting on his behalf, at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least fourteen (14) days prior to the meeting.

Section 3. Voting List. At least fourteen (14) days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any person entitled to vote throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Association, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of those persons entitled to vote holding one-third (1/3) of the total votes. Should the President fail to call such a special meeting, such persons may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Association stating the time, place and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of the Association at least seven (7) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least seven (7) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Members owning a majority of the total Units, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat shall adjourn the meeting and notify the Members in accordance with these By-Laws of the adjourned meeting. At any such subsequent and duly noticed meeting, a quorum shall consist of Members owning one-third (1/3) of the total Units present in person or by proxy.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one

which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Proxies. All proxies must be in writing, signed by the person entitled to vote granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting.

Section 8. Waiver and Consent. Whenever the vote of Members or persons on their behalf at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Installation of Directors.
- H. Elections.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

ARTICLE VI NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice--Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is Township Center, 2400 North Lyons Road, Coconut Creek, Florida 33066, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE VII FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VIII CONVEYANCE TO ASSOCIATION

The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE IX ASSESSMENTS

Assessments shall be levied and collected in accordance with the provisions of the Declaration.

ARTICLE X AMENDMENT

A. Proposals for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the votes cast at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these By-Laws to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these By-Laws.

ARTICLE XI
DECLARANT CONTROL OF ASSOCIATION

Notwithstanding anything herein to the contrary, until the year 1995 or sooner as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein. It is the intent of this section that the Declarant shall possess exclusive control of the Association until expiration of the stated period.

ARTICLE XII
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of SPRINGDALE LAKE MASTER ASSOCIATION, INC., at the first meeting of its Board of Directors.

APPROVED:

SECRETARY

PRESIDENT

87070-041/6-3247
07/28/82

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

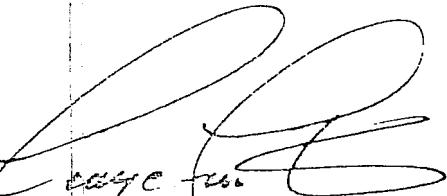
SPRINGDALE LAKE MASTER ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on August 18, 1982.*

The charter number for this corporation is 764479.

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

18th day of August 1982


George Firestone

Secretary of State



CER 101

~~FILED~~
ARTICLES OF INCORPORATION
-of-
SPRINGDALE LAKE MASTER ASSOCIATION, INC.
A Non-Profit Corporation

~~FILED~~
CORPORATIONS
NAME

The undersigned hereby associate ~~themselves~~ for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I
NAME

The name of this corporation shall be SPRINGDALE LAKE MASTER ASSOCIATION, INC. ("Association").

ARTICLE II
DEFINITIONS

As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for SPRINGDALE LAKE, which is or shall be recorded in the Public Records of Broward County, Florida, ("Declaration"), and the words "Properties," "Unit," "Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration.

ARTICLE III
PURPOSES

The purposes for which this Association is formed are as follows:

- A. To take title to and to operate, maintain, repair, improve, lease and administer the Common Properties.
- B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.
- C. To establish by-laws ("By-Laws") for the operation of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws except those which require specific action by or approval of the directors or members ("Members") of the Association.
- D. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- E. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Association.
- F. Dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes in accordance with the Declaration.
- G. To participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by the Members as provided herein.

H. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles and the By-Laws of the Association.

ARTICLE IV
EXISTENCE

This Association shall have perpetual existence.

ARTICLE V
SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Michael Greenberg	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066
Philippe Joanisse	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066
James S. Muschany	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066

ARTICLE VI
DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of not less than three (3) persons ("Directors"), but always an odd number of persons. The first Board of Directors shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with By-Laws of the Association.

B. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term. The Directors named herein shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

ARTICLE VII
FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

<u>Name</u>	<u>Address</u>
Michael Greenberg	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066
Philippe Joanisse	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066
James S. Muschany	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066

ARTICLE VIII
REGISTERED AGENT

The Registered Agent shall be INTRASTATE REGISTERED AGENT CORPORATION whose address is Room 60, 215 East Lemon Street, Lakeland, Florida 33801.

ARTICLE IX
OFFICERS

A. Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Directors:

<u>Name</u>	<u>Office</u>
Michael Greenberg	President
Philippe Joanisse	Vice President
James S. Muschany	Secretary/Treasurer

B. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Directors but no other officer need be a Director.

ARTICLE X
MEMBERS

Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and any such membership shall terminate simultaneously with any termination of such ownership. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument conveying record fee title to any Unit and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the conveyance of his Unit. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys record his interest in the Unit upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Unit upon which membership is based.

ARTICLE XI
BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Directors. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Declarant referred to in the Declaration without the Declarant's prior written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE XII AMENDMENT

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the Members present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE XIII INDEMNIFICATION

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

ARTICLE XIV CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

ARTICLE XV
ADDRESS

The principal address of the Association shall be Township Center, 2400 North Lyons Road, Coconut Creek, Florida 33066, or at such other place as may be subsequently designated by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Coconut CREEK, Broward County, Florida, this 30 day of July, 1982.

Signed, Sealed and Delivered
in the Presence of:

J. Miller

Deane Dolce

J. Miller

Deane Dolce

J. Miller

Deane Dolce

M. Greenberg

MICHAEL GREENBERG

Philippe Joanisse

PHILIPPE JOANISSE

J. Muschany

JAMES S. MUSCHANY

STATE OF FLORIDA
(Broward) SS:
COUNTY OF (Palm Beach)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, MICHAEL GREENBERG, PHILIPPE JOANISSE and JAMES S. MUSCHANY, to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my signature and official seal this 30th day of July, A.D., 1982.

Dorothy Weingart
Notary Public
State of Florida at Large

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 12 1984
BONDED THRU GENERAL INS. UNDERWRITERS

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

Having been named to accept service of process for SPRINGDALE
LAKE MASTER ASSOCIATION, INC., at Room 60, 215 East Lemon Street,
Lakeland, Florida 33801, I hereby agree, on behalf of INTRASTATE
REGISTERED AGENT CORPORATION, a Florida corporation, to act as reg-
istered agent and to comply with the provisions of all statutes rela-
tive to the proper and complete performance of the duties of INTRA-
STATE REGISTERED AGENT CORPORATION as registered agent of the
Corporation named herein.

(corporate seal)

INTRASTATE REGISTERED AGENT
CORPORATION

BY:

JAN E. BLANCK, Assistant Secret