

Prepared by:
Robert Kaye & Associates, P.A.
Michael S. Bender, Esq.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL 33309

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

**CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF WESTWOOD COMMUNITY
TWO ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Westwood Community Two Association, Inc., as described in Official Records Book 8126 at Page 642 of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of November 2008, at Wesley, FL 32795, Broward County, Florida.
95 Ave.

By: Joanna Silverman
Print: Joanna Silverman
Attest: [Signature]
Print: ERIC VIVREOS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of November 2008 by Paul Labombarda as President and Joanna Silverman as Secretary of Westwood Community Two Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign [Signature]

print _____

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
State of Florida at Large
Joanna S. Ribner
Commission # DD600618
Expires: NOV. 18, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

AMENDMENT TO THE
BY-LAWS OF
WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

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

ARTICLE IV. POWERS AND DUTIES of the Officers and the
Board of Directors.

1. All of the powers and duties of the Association existing under the Declaration of Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to the restrictions set forth next:

...

F. In addition to the remedies available elsewhere in the Declaration of Restrictions Relating to Westwood Community Two, the Association may levy fines against a Lot Owner for the failure of the Lot Owner, or the Lot Owner's family, its occupants, licensee, tenant, invitee or guest of any of the foregoing, to comply with any provision of the Declaration of Restrictions Relating to Westwood Community Two, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, as same may be amended from time to time in the manner provided for in Florida Statutes Section 720.305, as it may be amended from time to time.

...

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

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #103

**CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF WESTWOOD COMMUNITY
TWO ASSOCIATION, INC.**

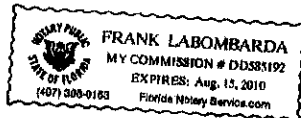
WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Westwood Community Two Association, Inc., as described in Official Records Book 8126 at Page 642 of the Public Records of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 3 day of Oct, 2007, at Tamarac, Broward County, Florida.

By: Laura Silverman
Print: Laura Silverman
Attest: Michael Baloto
Print: Michael Baloto

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of Oct, 2007 by Laura as President and Michael as Secretary of Westwood Community Two Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced D.L. as identification.



NOTARY PUBLIC:

sign [Signature]
print Frank Labombarda
State of Florida at Large

My Commission Expires:

AMENDMENTS TO THE
BY-LAWS OF
WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

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

ARTICLE IV. POWERS AND DUTIES of the Officers and the Board of
Directors.

1. All of the powers and duties of the Association existing under the Declaration of Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to the restrictions set forth next:

C. The Board of Directors may authorize the expenditure of not more than ~~One Hundred (\$100.00)~~ One Thousand (\$1,000.00) Dollars for any one item other than those items approved in the budget, without the approval of the membership.

ARTICLE V. Officers and Terms of Office.

1. The officers of the Association shall be a President, Vice-President, who must be members of the Board, Secretary and Treasurer, all of whom shall be appointed annually by the Board of Directors.

1A. Term of Office - All officers shall be elected for one year, and shall serve until such time as their successor is duly appointed. Notwithstanding the above, commencing with the election held at the November 2006 Annual Meeting, the five (5) Directors shall be elected as follows: the three Directors receiving the greatest number of votes shall be elected for a term of three (3) years. The next two (2) Directors receiving the highest number of votes shall be elected for a term of two years. At the Annual Meeting in 2008, and every year thereafter, the number of Directors up for election shall be elected for two (2) year terms.

Prepared by:
Robert Kaye & Associates, P.A.
6261 NW 6th Way, Suite 103
Ft. Landerdale, FL 33309

**CERTIFICATE OF AMENDMENT
TO
BY-LAWS OF WESTWOOD COMMUNITY TWO ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Westwood Community Two Association, Inc., as described in Official Records Book 8126 at Page 642 of the Public Records of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 25 day of January, 2005 at Tamasee, Broward County, Florida.

By: Laura Silverman

Print: Laura Silverman

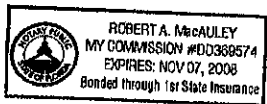
Attest: [Signature]

Print: Bryan Adeline

**ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109**

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of January, 2005 by Laura Silverman as President and Bryan Adeline as Secretary of Westwood Community Two Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



NOTARY PUBLIC:

sign [Signature]

print Robert A McAuley
State of Florida at Large

My Commission Expires:

AMENDMENTS TO THE
BY-LAWS OF
WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

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

ARTICLE I. Identity. . .

. . .

2. The fiscal year of the Association shall be ~~from March 1st to February 28th~~ on a calendar basis, from January 1 through December 31.

. . .

ARTICLE III. Board of Directors.

. . .

5. The Board of Directors shall meet monthly at such times as the Board deems necessary from time to time, at which time such business as may come before the Board is to be considered and acted upon.

. . .

ARTICLE V. Officers and Term of Office

. . .

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices. He shall render financial statements and reports to the membership and the Board of Directors. He shall open bank accounts, receive and make disbursements as authorized by the Board of Directors. All checks must be signed by any two (2) Officers individuals designated by the Board. The Treasurer shall also perform all other duties incident to the office of Treasurer. All officers shall be adequately bonded.

. . .

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

CERTIFICATE OF REMOVAL FROM THE PUBLIC
RECORDS OF AMENDMENTS TO
THE BY-LAWS OF
WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the amendments to the By-Laws of Westwood Community Two Association, Inc., an exhibit to the Declaration of Restrictions as described in Official Records Book 4988 at Page 751 of the Public Records of Broward County, Florida, recorded in Official Records Book 21034 at Page 0868 and Official Record Book 19708 at Page 0944 of the Public Records of Broward County, were recorded in error, and, by this Certificate, the undersigned hereby acknowledges the error and declares the amendments recorded in Official Records Book 21034 at Page 0868 and Official Record Book 19708 at Page 0944 of the Public Records of Broward County, Florida, to be null and void, and of no further affect.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of April, 2004, at Tamarac, Broward County, Florida.

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

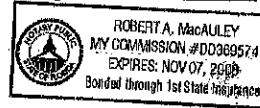
OFFICIAL COPY

By: Laura Silverman
Print: President
Attest: [Signature]
Print: Bryan Adeline

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of April, 2004, by Laura Silverman as President and Bryan Adeline as Secretary of Westwood Community Two Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Personal known as identification and did take an oath.

NOTARY PUBLIC:



sign [Signature]
print Robert A. MacAuley
State of Florida at Large

My Commission Expires:

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

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

CERTIFICATE OF AMENDMENT
TO
BY-LAWS OF WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

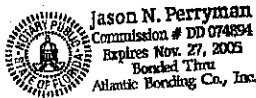
WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Westwood Community Two Association, Inc., as described in Official Records Book 8126 at Page 642 of the Public Records of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this ___ day of _____, 2004, at Jupiter, Broward County, Florida.

By: Laura Silverman
Print: Laura Silverman
Attest: [Signature]
Print: Robert Macdley

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of July, 2004 by Laura Silverman as President and _____ as Secretary of Westwood Community Two Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



NOTARY PUBLIC:

sign [Signature]
print Jason N. Perryman
State of Florida a Large

My Commission Expires: 11-27-05

5

AMENDMENTS TO THE
BY-LAWS OF
WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

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

To provide for a method of holding Membership meetings and electing the Board of Directors in a fashion that is in accordance with most other Community Associations in Florida, changes to Articles II, III and V are as follows:

ARTICLE II. Members' Meetings.

1. ~~The annual members' meeting shall be held at the office of the Association at its regular meeting in March such time and place as determined by the Board from time to time, for the purpose of electing directors and such other business as the Board may propose to the Membership.~~

- a. ~~Report of Election Committee for the coming year;~~
- b. ~~for presentation of the annual reports of the Officers and Committee Chairmen;~~
- c. ~~for installation of newly elected Officers and Directors prior to the close of the meeting;~~
- d. ~~to transact any other business authorized to be transacted by the members;~~
- e. ~~If that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.~~

2. ~~Regular meetings shall be held quarterly on the FOURTH Monday of March, June and September, and on the THIRD Monday of December, at 7:30 P.M. Except as otherwise provided herein, written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally, by electronic mail (e-mail), by the repeated broadcasting of the notice on a closed-circuit cable television system serving the Association or by mail not less than ten (10) nor more than sixty (60) days prior to the meeting date.~~

. . .

5. Proxies. Votes shall be cast in person or by proxy ~~only in such instances where provided for in the Articles of Incorporation or Deed Restrictions, provided the member notifies the Secretary in advance that he or she will be absent from the City on the day of the meeting, and such proxy shall be valid only for the particular meeting designated in the notice.~~

ARTICLE III. Board of Directors.

1. All property and business affairs of the Association shall be managed and supervised by a Board of Directors of ~~nine (9) members, consisting of a President, Vice-President, Secretary and Treasurer and five~~ (5) directors ~~all specifically~~ elected by the Association members.

2. Election of Officers and Directors

a. ~~Election of Officers and Directors shall be held at the Annual Meeting one week prior to the annual meeting in March, in the clubhouse, between the hours of 2 and 7 P.M.~~

b. ~~A nominating committee of five (5) members and one (1) alternate shall be elected by the members of the Association at the January meeting with the said alternate to vote only in the event that one of the regular members is unable to perform his or her duties. The elected members of the nominating committee will select their own Chairperson. The committee shall nominate one or more persons for each officer and director that is to be elected.~~

~~There will also be nominations from the floor at the February meeting, at which time the nominating committee presents its report.~~

c. The election shall be by closed ballot and by a plurality of the votes cast, each person (one vote to a domicile) voting, being entitled to cast their one vote for each position, as there are vacancies to be filled. There shall be no cumulative voting.

~~Members shall register and cast their ballots in person and at the polling place during the specified hours, except as otherwise provided for in Article III, Sec. 2d.~~

d. ~~Members who are certified by the Board of Directors as not residing in Section 20 on a regular basis and any resident members who will be absent from the State on election day and who notify the Secretary of Westwood Community II Association in writing 24 hours in advance shall be eligible to vote by absentee ballot, which shall be forwarded to them by the Election Board. Proxy voting shall not be permitted in the election of~~

officers and directors, except in the case of incapacitated illness of a single homeowner or as may be provided in the ARTICLES OF INCORPORATION or Deed Restrictions:

~~e. Election Board. The Homeowners at the February meeting shall elect five (5) homeowners to act as the Election Board. They will select their own Chairperson. No Officer or Director or person nominated and who agrees to run for office, shall be eligible to be a member of the Election Board. Should a person elected to serve on the Election Board be subsequently nominated and agree to run for office, said position on the Board of Elections shall be declared to be vacant, and the homeowners will then elect another person to serve on the Board.~~

~~f.d. Except as to vacancies created by the removal of an officer or director by the members of the Association, vacancies occurring between annual meetings of the Association shall be filled by the remaining directors.~~

~~g.e. Any officer or director failing to attend three (3) consecutive Board meetings, except for illness or valid cause (absence due to vacation or the like shall not be a valid cause) shall forfeit his position as an officer or director. The vacancy so created shall be filled by the remaining directors.~~

~~h.f. Any officer or director may be removed by concurrence of two-thirds (2/3) of the votes of members present entitled to cast or of proxies entitled to cast at a special meeting of the members of the Association, called for the specific purpose. A quorum for the special meeting, and only this meeting, shall constitute fifty (50%) percent of the total of homeowners who constitute the total membership of the Association. The vacancy if more than a majority of the directors are removed in this fashion at such meeting, such vacancies so created shall be filled by the members of the Association present entitled to cast and of proxies entitled to cast, at the same meeting.~~

4. The organization meeting of a newly-elected board of directors shall may be held within ~~seven (7)~~ ten (10) days of their taking office, at such time and place as shall be fixed by the President-elect at the meeting at which they are installed into office, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

~~Should the President-elect fail to call for the initial meeting of the Board of Directors in accordance with the above provision, any other officer or director can call for the meeting.~~

5. The Board of Directors shall meet monthly, at which time such business as may come before the Board is to be considered and acted upon; ~~and further the agenda for the quarterly membership meeting shall be prepared.~~

8. Quorum - ~~Five (5)~~ A majority of the members of the Board of Directors shall constitute a quorum for any meeting of the Board of Directors; ~~but less than a quorum may adjourn a meeting from time to time until a quorum is present.~~

The acts approved by a majority of the directors present at a meeting a which a quorum is present, shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Restrictions, the Articles of Incorporation or by these By-Laws.

ARTICLE V. Officers and Term of Office

1. The officers of the Association shall be a President, Vice-President, who must be members of the Board, Secretary and Treasurer, all of whom shall be ~~elected~~ appointed annually by the ~~member homeowners~~ Board of Directors.

1A. Term of Office - All officers ~~and Directors~~ shall be elected for one year; ~~but no officer or director may be re-elected to the same office after serving two (2) consecutive one-year terms and shall serve until such time as their successor is duly appointed.~~

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

CERTIFICATE OF RECORDING OF AFFIDAVIT OF MAILING
AND STATEMENT OF MARKETABLE TITLE ACTION

WE HEREBY CERTIFY THAT, pursuant to Florida Statutes Chapter 712, the Board of Directors of Westwood Community Two Association, Inc. has voted to take action to ensure that the Declaration of Restrictions Relating To Westwood Community Two, recorded in Official Records Book 4988, Page 751, of the Public Records of Broward County, Florida, as same may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a Member's residence effective as of the date of recording this Certificate.

IN WITNESS WHEREOF, we have affixed our hands this 19th day of November, 2003, at Tamurac, Broward County, Florida.

By: Laura Silverman
Print: Laura Silverman
Attest: Sean Brown (Secretary)
Print: Sean Brown (Secretary)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of November 2003, by Laura Silverman as President and Sean Brown as Secretary of Westwood Community Two Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:
sign M S B E
print Michael S. Bender
State of Florida at Large

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

**AFFIDAVIT OF MAILING OF NOTICE OF
SPECIAL MEETING OF BOARD OF DIRECTORS
WESTWOOD COMMUNITY TWO ASSOCIATION, INC.**

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I, Sean Brown, being Secretary of Westwood Community Two Association, Inc. ("Association"), do hereby state and affirm as follows:

That I caused to be placed in the United States Mail postage paid, first class or hand delivered, on the 10th day of November, 2003, the statement attached hereto as Exhibit "A" and the Notice of Special Meeting of Board of Directors to be held on November 19, 2003, addressed to the Members of record as of November 10, 2003, at their latest addresses on file with the Association.

Sean Brown

, Secretary

Sworn to and subscribed before me this 13 day of November, 2003.

Helen M. Hargadon

Notary Public

Helen M. HARGADON

Print Name:

My Commission Expires: 10-19-06



STATEMENT OF MARKETABLE TITLE ACTION

The Westwood Community Two Association, Inc. (the "Association") has taken action to ensure that the Declaration of Restrictions Relating To Westwood Community Two, recorded in Official Records Book 4988, Page 751, of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a Member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

ARTICLES OF INCORPORATION
of

WESTWOOD COMMUNITY TWO, INC.
a not-for-profit corporation

ARTICLE I

The name of this Corporation shall be WESTWOOD COMMUNITY TWO, INC., a not-for-profit corporation.

THIS IS NOT AN
ARTICLE II

The mailing address of this corporation shall be 6604 Northwest 95th Avenue, Tamarac, Florida 33321.

OFFICIAL COPY

ARTICLE III

The name and address of the incorporator signing these Articles is Edward Klein, 9803 Northwest 67th Court, Tamarac, Florida 33321.

ARTICLE IV

The period of duration of the non-profit corporation shall be perpetual.

ARTICLE V

The number of directors and officers constituting the initial Board of Directors of the corporation is nine and the names and addresses of the persons who are to serve as initial officers and directors are as follows:

shall be:

1. June Alfieri - President, 9703 NW 66th Court, Tamarac, Florida 33321
Pompano Beach, FL 33064

Prepared by:
Edward Klein, Esq.
1322 NE Fourth Ave., Suite E
Fort Lauderdale, FL 33304
(954) 768-9116

BK 24600PG0752

OK to
Reprint
BY
[Signature]

2. Ruth Fleischer - Treasurer, 9517 NW 66th St., Tamarac, Florida 33321.
3. Betty Ravitch - Secretary, 6605 NW 97th Ave., Tamarac, Florida 33321.
4. Joe Weaver - 6610 NW 98th Ave., Tamarac, Florida 33321.
5. Daniel Powers - 6596 Westwood Blvd. W., Tamarac, Florida 33321.
6. Edward Klein - 9803 NW 67th Court, Tamarac, Florida 33321.
7. Winifred Ostrum - 6612 NW 95th Ave., Tamarac, Florida 33321.
8. Carl Malkin - 9701 NW 66th St., Tamarac, FL 33321.
9. Edith Cohen - 9209 NW 67th St., Tamarac, FL 33321.

In no event shall there be less than three directors.

ARTICLE VI

The manner in which officers and directors are elected by the members is the same as provided in Westwood Community Two Association, Inc.'s Articles of Incorporation.

ARTICLE VII

These Articles may be amended in the manner provided in Westwood Community Two Association, Inc.'s Articles of Incorporation.

ARTICLE VIII

The method and condition on which members shall be accepted, discharged or expelled shall be in the manner provided in Westwood Community Two Association, Inc.'s Articles of Incorporation.

BK 2460P60753

ARTICLE IX

The business and purpose of this corporation shall be:

This corporation has been organized for the purpose of carrying out the responsibilities imposed by the developer made applicable according to the Plat thereof, recorded in Plat Book 76, Page 46 of the Public Records of Broward County. The Articles of Incorporation and the By-laws of Westwood Community Two Association, Inc. recorded March 30, 1979 in Book 8126, Page 642 of the Public Records of Broward County, and the covenants, terms and conditions of a lease agreement dated March 22, 1973 recorded in Book 5209, Page 894 of the Public Records of Broward County between July Investment Corp., a Florida corporation as Lessor and Leadership Housing, Inc., a Delaware corporation as Lessee and the successors and assigns of said lease.

a. The office of the association shall be at 6604 NW 95th Ave., Tamarac, Florida 33321.

b. This corporation in its Articles and By-laws incorporates all of the Articles and By-laws of Westwood Community Two Association, Inc.

c. This corporation assumes in total, the Lease Agreement between July Investment Corp. and Leadership Housing, Inc., their successors and assigns, recorded in Book 5209, Page 894 of the Public Records of Broward County.

ARTICLE X

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, directors, officers or other private persons, except that the

BK24600P60754

corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IX hereof.

ARTICLE XI

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on the date of signing.

Dated: November 29 1991

WESTWOOD COMMUNITY TWO, INC.

By: Edward Klein
EDWARD KLEIN

BK24600PG0755

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this
29th day of November, 1995 by Edward Klein, who is
personally known to me and who did take an oath.

Ida Mae Richardson
NOTARY PUBLIC
IDA MAE RICHARDSON
(Printed Name of Notary)

My Commission Expires:

OFFICIAL NOTARY SEAL
IDA MAE RICHARDSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC397434
MY COMMISSION EXP. SEPT 30, 1998

THIS IS NOT AN
OFFICIAL COPY

BK 2460 P60756

In compliance with Section 607.6501, Florida Statutes,
the following is submitted:

First that WESTWOOD COMMUNITY TWO, INC., desiring to
organize or qualify under the laws of the State of Florida, has
named Edward Klein, located at 9803 NW 67th Court, Tamarac, Florida
33321 as its agent to accept service of process within Florida.

Dated: November 29th 1995

THIS IS NOT AN
Edward Klein
EDWARD KLEIN
OFFICIAL COPY

Having been named to accept service of process for the
above stated Corporation, at the place designated in this
Certificate, I hereby agree to act in this capacity. I further
agree to comply with the provisions of all Statutes relative to the
proper performance of my duties, and I am familiar with and accept
the obligations of my position as registered agent.

Dated: November 29th 1995

Edward Klein
EDWARD KLEIN

BK 24600P60757

ASSIGNMENT OF DECLARATION OF RESTRICTIONS

THIS ASSIGNMENT made in Broward County, Florida, this 6th
day of December, 1995, by and between:

WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

and

WESTWOOD COMMUNITY TWO, INC., a not-for-profit
corporation existing under the laws of the State of Florida, as
Assignee;

WHEREAS, Assignor has obtained certain rights under that
certain Declaration of Restrictions dated September 13, 1972 and
recorded in Official Records Book 4988 at Page 751, of the Public
Records of Broward County, Florida; and

WHEREAS, said Declaration of Restrictions contemplates
that the Assignor may assign such rights, privileges, duties and
responsibilities contained in said reservations and servitudes; and

WHEREAS, Assignor desires to effect an assignment to
Assignee, therefore,

WITNESSETH:

In consideration of the acceptance of this Assignment by
the Assignee, Assignor hereby assigns, transfers, and delivers to
Assignee all of the reservations and servitudes contained in that
certain Declaration of Restrictions above-described which
restrictions related to the following described lands, to-wit:

WESTWOOD COMMUNITY TWO according to the plat
thereof recorded in Plat Book 76, Page 46, of
the Public Records of Broward County, Florida.

By execution of the following Acceptance of Assignment,
the Assignee hereunder, does hereby agree to accept the assignment

THIS IS NOT AN
OFFICIAL COPY

BK 24559PG0870



of these restrictions with the express understanding that Assignee is to levy assessments against the lots contained in the subdivision, under the provisions of the restrictions referred to herein, to collect monies called for in said restrictions and to expend the same, to accomplish the duties set forth in said restrictions, and to enforce any delinquencies in the payment of such assessments. Assignee, further acknowledges, recognizes and agrees that any lien rights created by the aforesaid Declaration of Restrictions and assigned hereby to Assignee shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the lot, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Assignee further agrees that in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a certificate of title as a result of foreclosure, the recording of said deed in lieu of foreclosure or certificate of title shall operate to release a subordinate claim of lien.

Prepared by: EDWARD KLEIN, ESQUIRE
1322 Northeast Fourth Avenue
Suite E
Fort Lauderdale, Florida 33304
(954) 768-9116

BK 24559P60871

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, WESTWOOD COMMUNITY TWO ASSOCIATION, INC., a Florida corporation, under that certain Declaration of Restrictions encumbering the below described subdivision:

WESTWOOD COMMUNITY TWO according to the Plat thereof recorded in Plat Book 76, Page 46, Public Records of Broward County, Florida. does hereby assign, transfer and set over unto WESTWOOD COMMUNITY TWO, INC., all of its obligations to operate and maintain the recreational buildings, structures and recreational and parking facilities.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of December, 1995.

Signed and sealed in the presence of:

Bernard M. Winter
BERNARD M. WINTER
Rose Klein
ROSE KLEIN

ASSOCIATION,
WESTWOOD COMMUNITY TWO, INC.
By: Ruth Fleischer - Secy.
RUTH FLEISCHER, Treasurer

BK 24559P60872

ACCEPTANCE OF ASSIGNMENT

IN CONSIDERATION of the foregoing Assignment and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledge, WESTWOOD COMMUNITY TWO, INC., hereby accepts the LESSEE'S interest assigned by the foregoing instrument.

Witnesses:

Bernard M. Winter
BERNARD M. WINTER
Rose Klein
ROSE KLEIN

WESTWOOD COMMUNITY TWO, INC.

By: Ruth Fleischer, Treas
RUTH FLEISCHER, Treasurer

OFFICIAL COPY

STATE OF FLORIDA)

SS

COUNTY OF BROWARD)

BEFORE ME, personally appeared RUTH FLEISCHER, to me known and known to me to be the individual described in and who executed the foregoing Acceptance of Assignment as Treasurer of WESTWOOD COMMUNITY TWO, INC., and acknowledged to me and before me that he executed such instrument as such Treasurer of said corporation and that said instrument is the free act and deed of said corporation.

BK 24559P60873

WITNESS my hand and official seal this 6th day of December, 19 95.



EDWARD KLEIN
My Commission CC408546
Expires Nov. 03, 1998
Bonded by HAI
800-432-1866

Edward Klein
NOTARY PUBLIC, State of Florida
at Large

EDWARD KLEIN
(Printed Name of Notary)

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RUTH FLEISCHER, well known to me to be the Treasurer of the corporation named above and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 6th day of December, 1995.

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



EDWARD KLEIN
My Commission CC408848
Expires Nov. 03, 1998
Bonded by HAI
800-428-1586

Edward Klein
NOTARY PUBLIC, State of Florida
at Large

EDWARD KLEIN
(Printed Name of Notary)

My Commission Expires:

BK 24559PG0874

R50
Edward Klein
1322 NE Haver
St
Hiland 33304

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CORPORATE RESOLUTION

**WESTWOOD COMMUNITY TWO ASSOCIATION, INC.,
6604 NW 95th Avenue
Tamarac, Florida 33321**

WHEREAS, the Homeowners of Westwood Community Two Association, Inc., at a special meeting held on June 21, 1993 at the Westwood Community Two Association Clubhouse at which 2/3 of a quorum of the members present, in person, voted to amend their by-laws to modify their deed restrictions and,

WHEREAS, it is the desire of the Board of Directors of Westwood Community Two Association, Inc. to adopt and record the amendment to its by-laws pursuant to Article V, Section 11 of its present by-laws.

THIS IS NOT AN OFFICIAL COPY

Dated: August 5th 1993

David L. White
President
Ruth Fleischer
Secretary
RUTH FLEISCHER

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me this 5th day of July, 1993 by David L. White and Ruth Fleischer August, who are personally known to me and did take an oath.

Edward Klein
NOTARY PUBLIC

EDWARD KLEIN
Printed Name of Notary

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 3, 1994.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

My Commission Expires:

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

BK21034PC:869

92317083

AMENDMENT TO BY-LAWS OF
WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

WHEREAS, Westwood Community Two Association, Inc., was created and is maintained as a retirement community for older persons, and

WHEREAS, in excess of 80% of all residential units are now occupied by at least one resident over the age of 55, and

WHEREAS, our community has significant facilities and services for the benefit of residents over the age of 55, and

WHEREAS, the Fair Housing Amendments Act of 1988 prohibits discrimination in sale or rental of housing to individuals below the age of eighteen living with a parent or other legal custodian, unless the community qualifies for an exemption by providing housing for "older persons"; and

WHEREAS, TO REMAIN EXEMPTED FROM THE APPLICATION OF THE Fair Housing Amendments of 1988, the community must maintain a residential and rental ratio of not less than 80% of its homes occupied by at least one resident age 55 or older, and

WHEREAS, a special meeting of the Homeowners of Westwood Community Two Association, Inc. was held on July 20, 1992 to vote on a proposed amendment to amend the by-laws to conform with the Fair Housing Act of 1988, and

WHEREAS, 2/3 of a quorum of members present in person or by proxy, voted to amend the by-laws as follows:

That Westwood Community Two Association, Inc. deed restrictions and by-laws recorded in Plat Book 76, Page 46, Public Records of Broward County, Florida be amended to state that:

- (A) "AT LEAST ONE PERSON 55 YEARS OR OLDER

THIS IS NOT AN OFFICIAL COPY

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OCCUPY EACH UNIT AND THAT PERMANENT RESIDENCE IS RESTRICTED TO PERSONS OVER 18 YEARS OF AGE;

(B) PRESENT HOMEOWNERS UNDER THE AGE OF 55 AND ALL MINOR CHILDREN PRESENTLY RESIDING IN SECTION 20 ARE "GRANDFATHERED IN", AND ARE NOT AFFECTED BY THE MODIFICATION OF THE BY-LAWS; AND

(C) THE BOARD HAS THE POWER TO WAIVE DEED RESTRICTIONS IN HARDSHIP CASES.

(D) THE BOARD WILL ESTABLISH A SCREENING COMMITTEE CONSISTING OF AT LEAST THREE MEMBERS TO INSURE THAT NEW HOMEOWNERS OR RENTERS ARE IN COMPLIANCE WITH OUR AMENDED BY-LAWS

THIS IS NOT AN OFFICIAL COPY

By: Joseph Weaver
President
WESTWOOD COMMUNITY
TWO ASSOCIATION, INC.

SWORN TO AND SUBSCRIBED before me this 23 day of July, 1992.

Edward Kellm

NOTARY PUBLIC
State of Florida

at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 3, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Personally known yes or Produced Identification _____

Type of Identification Produced: _____

Did Take Oath yes or Did Not Take Oath _____

thereof, as recorded

Edward Kellm
1822 N.E. 4th Avenue
Ft Lauderdale Fl 33304

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

BR19708PC0945

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CORPORATE RESOLUTION

WESTWOOD COMMUNITY TWO ASSOCIATION, INC.
6604 NW 95th Avenue
Tamarac, Florida 33321

WHEREAS, the Homeowners of Westwood Community Two Association, Inc., at a special meeting held on July 20, 1992 at the Westwood Community Two Association Clubhouse at which 2/3 of a quorum of the members present, in person or by proxy, voted to amend their by-laws to modify their deed restrictions to conform with the Fair Housing Act of 1988, and

WHEREAS, it is the desire of the Board of Directors of Westwood Community Two Association, Inc. to adopt and record the amendment to its by-laws pursuant to Article V, Section 11 or its present by-laws.

Dated: July , 1992.

Joseph Weaver
President
Betty S. Ravitch
Secretary

SEAL

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 23 day of July, 1992 by Joseph Weaver and Betty S-Ravitch, who are personally known to me and did take an oath.

Edward Klen
NOTARY PUBLIC

My Commission Expires:

1322 NE 42nd Avenue
Ft Lauderdale Fl 33304

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Nov. 3, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITER

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

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CORPORATE RESOLUTION

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WHEREAS, Westwood Community Two Association, Inc., is a homeowners association as defined in the class action settlement approved by the Court in the case of Bennett vs. Behring Corp., Case No. 72-885 USDC SD of Florida; and

WHEREAS, Westwood Community Two Association, Inc. (Association) has previously acknowledged its acceptance of the terms and conditions of the Settlement Agreement as approved by the Court on March 12, 1982 and subject to a final judgment entered by the Court on January 7, 1983; and

WHEREAS, the Association has filed dispute notices thereby placing it timely and appropriately on record as to any disputed claims for Initial or Final Unpaid Consideration under the terms of the Settlement Agreement and orders of approval and final judgment; and

WHEREAS, the owners/lessors/defendants/ have not timely, legally or properly exercised their right to contest or claim any Initial or Final Unpaid Consideration; and

WHEREAS, the Association is desirous of being bound as plaintiffs to the terms of the Settlement Agreement and is desirous of obtaining title to the recreational facilities and land at the end of the Tier II; and

NOW, THEREFORE, be it resolved that Westwood Community Two Association, Inc., acting by and through its duly authorized Board of Directors at a duly called and constituted meeting held on the 14 day of December, 1987, upon motion moved by

George Bernstein and seconded by Edwin Blumberg,

RECORD AND RETURN TO:
FINE JACOBSON SCHARTZ HASH
BLOCK 7, ENGLAND
750 S.E. 3rd AVE., # 100
FT. LAUDERDALE, FL 33316

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DR 15051PC0853

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and unanimously carried, that the following resolution be adopted:

Resolved that Westwood Community Two Association, Inc., on behalf of the homeowners in Westwood Community Two hereby accept and approve on behalf of the Association and its members the terms and conditions of the Settlement Agreement in the case of Bennett vs. Behring Corp. as approved by Judge Jose Gonzalez and hereby express their desire and right to receive title to the Parcel R and all of the recreational facilities thereon at the end of Tier II, as defined in the settlement documents. This resolution and action by the Association also clearly acknowledges their right, title and interest in and to those sums duly and appropriately withheld prior to January 1, 1983, if any, all of which was the subject of several dispute noticed filed in a timely and proper fashion with the Federal Court and never duly or timely contested by the owner/lessor/defendants in that cause.

Duly adopted this 14 day of December 1987.

WESTWOOD COMMUNITY TWO
ASSOCIATION, INC.

By: Joseph Keener
PRESIDENT

By: Walter L. O'Brien (Jr.)
SECRETARY

RECORD AND RETURN TO:
JANE JACKSON SCHWARTZ HAHN
BLOCK 8 BUILDING
710 S. E. 2nd Ave., B-170
FT. LAUDERDALE, FL 33315

BK 15051 PG0854

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME personally appeared JOSEPH WEAVER and Winfrey L. Dyerum, to me personally known to be the President and Secretary respectively of Westwood Community Two Association, Inc. and before me acknowledged that the foregoing Resolution was duly adopted by the Association and that they did before me personally execute this Resolution.

Sworn to and subscribed before me this 14th day of December 1987

THIS IS NOT AN OFFICIAL COPY

NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 3, 1990
BONDED THROUGH FLORIDA NOTARY SERVICES

RESOLUTION

RECORDED AND RETURNED TO THE
CLERK OF THE COUNTY OF BROWARD
L. A. HESTER
COUNTY ADMINISTRATOR

BK 15051 PC0855

RECORD AND RETURN TO:
THE JACOBSON STEWART NASH
TRUST & SAVINGS
2342 E. PALM AVENUE
P.O. BOX 10000, MIAMI, FL 33101

81- 71146

WESTWOOD COMMUNITY II ASSOCIATION, INC.

6604 N. W. 95th AVE. • (WESTWOOD BLVD. W. AND 95th AVE.) • TAMARAC, FLA. 33321 • 721-9816

January 27, 1981

TO WHOM IT MAY CONCERN:
THIS IS NOT AN OFFICIAL COPY
This is to certify that the amendments
attached hereto to the By-Laws of Westwood
Community Two Association, Inc., were duly

adopted by the Membership of the Association
at its meeting on January 26, 1981.

David Geyer
David Geyer
President

Irving Steinlauf
Irving Steinlauf
Secretary



Sworn to before me
this 27th day of Jan 27, 1981

Sidney Gennay
Notary Public, State of Florida
Bonds thru Jecko Insurance Agency



81 JAN 11 09 10 52

REC 9458 PAGE 701

→ Alfred C. Ostrum
6612 N.W. 95th Ave.
Tamarac
F / 33321

WESTWOOD COMMUNITY II ASSOCIATION, INC.

6604 N. W. 95th AVE. • (WESTWOOD BLVD. W. AND 95th AVE.) • TAMARAC, FLA. 33321 • 721-9816

January 26, 1981

AMENDMENTS TO THE BY-LAWS OF WESTWOOD COMMUNITY II

Article II, Sec. 2:

The fiscal year of the Association shall be from March 1st to the last day of February

Article II, Sec. 2:

Regular meetings shall be held quarterly on the FOURTH Monday of March, June and September, and on the THIRD Monday of December, at 7:30 P.M.

Article III, Sec. 2a:

Election of Officers and Directors shall be held one week prior to the annual meeting in March, in the clubhouse, between the hours of 2 and 7 P.M.

Section 2b:

A nominating committee of five (5) members and one (1) alternate shall be elected by the members of the Association at the January meeting with the said alternate to vote only in the event that one of the regular members is unable to perform his or her duties. The elected members of the nominating committee will select their own Chairperson. The committee shall nominate one or more persons for each officer and director that is to be elected.

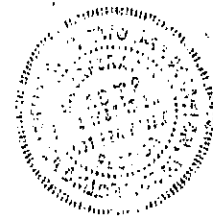
There will also be nominations from the floor at the February meeting, at which time the nominating committee presents its report.

Section 2c:

The election shall be by closed ballot and by a plurality of the votes cast, each person (one vote to a domicile) voting, being entitled to cast their one vote for each position, as there are vacancies to be filled. There shall be no cumulative voting.

Members shall register and cast their ballots in person and at the polling place during the specified hours, except as otherwise provided for in Article III, Sec. 2d.

(continued on page 2)



WESTWOOD COMMUNITY II ASSOCIATION, INC.

6604 N. W. 95th AVE. • (WESTWOOD BLVD. W. AND 95th AVE.) • TAMARAC, FLA. 33321 • 721-9816

(page 2)

Article III, Sec. 2d:

Members who are certified by the Board of Directors as not residing in Section 20 on a regular basis and any resident members who will be absent from the State on election day and who notify the Secretary of Westwood Community II Association in writing 24 hours in advance shall be eligible to vote by absentee ballot, which shall be forwarded to them by the Election Board. Proxy voting shall not be permitted in the elections of officer and directors, except in the case of incapacitated illness of a single homeowner or as may be provided in the ARTICLES OF INCORPORATION or Deed Restrictions.

Article V, Sec. 5:

The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practice. He shall render financial statements and reports to the membership and the Board of Directors as well as to the appropriate government agencies as required. He shall open bank accounts, receive funds and make disbursements as authorized by the Board of Directors.

All checks must be signed by any two (2) Officers. The Treasurer shall also perform all other duties incident to the office of Treasurer. All officers shall be adequately bonded.

Section 6:

The chairperson and two (2) other Association members shall constitute the Committee. No officer or member of the Board of Directors can be a member of the Audit Committee. The chairperson and members of the Audit Committee shall be elected by the members of the Association at the annual meeting in March. The Audit Committee shall render an annual report to the Board of Directors at the Board meeting prior to the Annual meeting and to the membership at the Annual meeting in March.

Any officer, board member or person charged with the handling and administration of the funds of the Association shall be available to assist the Audit Committee if the same becomes necessary.

(page 2 of 2)

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

REF 9458 PAGE 703

79- 98554

BY-LAWS

OF

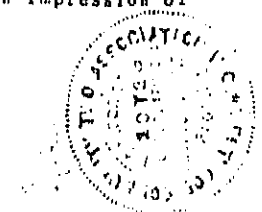
WESTWOOD COMMUNITY TWO ASSOCIATION, INC. ←

A corporation not for profit under the laws of the State of Florida

ARTICLE I. Identity. These are the By-Laws of WESTWOOD COMMUNITY TWO ASSOCIATION, INC. herein called ASSOCIATION, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida. The ASSOCIATION has been organized for the purpose of carrying out the several responsibilities from time to time imposed upon it by the DEVELOPER through the Declaration of Restrictions made applicable to according to the plat thereof recorded in Plat Book 76, Page 46 of the Public Records of Broward County.

Page 30 of 17 Pages

1. The office of the Association shall be at 6604 Northwest 95th Avenue, Tamarac, Florida 33321.
2. The fiscal year of the Association shall be from March 1st to February 20th.
3. The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for Profit" and the year of incorporation, an impression of which is as follows:



ARTICLE II. Members' Meetings.

1. The annual members' meeting shall be held at the office of the Association at its regular meeting in March for the purpose of

- a. Report of Election Committee for the coming year;
- b. for presentation of the annual reports of the Officers and Committee Chairmen;
- c. for installation of newly elected Officers and Directors prior to the close of the meeting,
- d. to transact any other business authorized to be transacted by the members.
- e. If that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.

2. Regular meetings shall be held quarterly on the third Monday of the month at 7:30 P.M.

3. Special Meetings may be called by

- a. The President or First Vice-President
- b. A Majority of the Board of Directors
- c. A signed petition of fifty (50) voting members of the Association.

Such Special Meetings shall be held at such day and hour as shall be designated in the notice thereof and shall be posted on the Clubhouse Bulletin Board, no less than seven (7) days prior to such meeting. Further, a flyer shall be distributed seven (7) days prior to the meeting and further, notice shall be mailed to those homeowners who notify the Secretary that notices shall be mailed to them at an address other than their residence in Section 20, Tamarac. Such notice shall contain the proposed agenda for the special meeting. No other matters may be considered, not specified in the notice of meeting.

REC 8126 REC 642

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4. Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast twenty per cent (1/5) of the votes (43) votes of the total membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration of Restrictions or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Restrictions, the Articles of Incorporation or these By-Laws.

5. Proxies. Votes shall be cast in person or by proxy only in such instances where provided for in the Articles of Incorporation or Deed Restrictions, provided the member notifies the Secretary in advance that he or she will be absent from the City on the day of the meeting, and such proxy shall be valid only for the particular meeting designated in the notice.

6. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is present.

7. The order of business at annual meetings, and as far as practical at all other members' meetings, shall be

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting.
- c. Reading and approval of the minutes of the prior meeting.
- d. Treasurer's Report.
- e. Reports of Standing Committees.
- f. Reports of other officers.
- g. Report of the election committee.
- h. Unfinished business.
- i. New business.
- j. Good and Welfare.
- k. Adjournment.

ARTICLE III. Board of Directors.

1. All property and business affairs of the Association shall be managed and supervised by a Board of Directors of nine (9) members, consisting of a President, Vice-President, Secretary and Treasurer and five (5) directors all specifically elected by the Association members.

2. Election of Officers and Directors

a. Election of Officers and Directors shall be held one week prior to the annual meeting of Homeowners in March.

b. A nominating committee of five (5) members shall be elected by the members of the Association at the January meeting. The elected members of the nominating committee will select their own Chairperson. The committee shall nominate one or more persons for each officer and director that is to be elected.

There will also be nominations from the floor at the February meeting, at which time the nominating committee presents its report.

c. The election shall be by closed ballot and by a plurality of the votes cast, each person (one vote to a domicile) voting, being entitled to cast their one vote for each position, as there are vacancies to be filled. There shall be no cumulative voting.

REF: R126 PAGE 648

d. Members who are certified by the Board of Directors as not residing in Section 20 on a regular basis, shall be eligible to vote by absentee ballot, which shall be forwarded to them by the Election Board. Proxy voting shall not be permitted in the election of officers and directors, except in the case of incapacitated illness of a single homeowner or as may be provided in the Articles of Incorporation or Deed Restrictions.

e. Election Board. The Homeowners at the February meeting shall elect five (5) homeowners to act as the Election Board. They will select their own Chairperson. No Officer or Director or person nominated and who agrees to run for office, shall be eligible to be a member of the Election Board. Should a person elected to serve on the Election Board be subsequently nominated and agree to run for office, said position on the Board of Elections shall be declared to be vacant, and the homeowners will then elect another person to serve on the Board.

f. Except as to vacancies created by the removal of an officer or director by the members of the Association, vacancies occurring between annual meetings of the Association shall be filled by the remaining directors.

g. Any officer or director failing to attend three (3) consecutive Board meetings, except for illness or valid cause (absence due to vacation or the like shall not be a valid cause) shall forfeit his position as an officer or director. The vacancy so created shall be filled by the remaining directors.

h. Any officer or director may be removed by concurrence of two-thirds (2/3) of the votes of members present entitled to cast or of proxies entitled to cast at a special meeting of the members of the Association, called for the specific purpose. A quorum for the special meeting, and only this meeting, shall constitute fifty (50%) percent of the total of homeowners who constitute the total membership of the Association. The vacancy so created shall be filled by the members of the Association present entitled to cast and of proxies entitled to cast, at the same meeting.

3. The term of each officer and director shall be for one year or until the next annual meeting of the Association members, or until a successor is duly elected or appointed, or until he or she is removed in the manner elsewhere herein provided.

4. The organization meeting of a newly-elected board of directors shall be held within seven (7) days of their taking office, at such time and place as shall be fixed by the President-elect at the meeting at which they are installed into office, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

Should the President-elect fail to call for the initial meeting of the board of Directors in accordance with the above provision, any other officer or director can call for the meeting.

5. The Board of Directors shall meet monthly, at which time such business as may come before the Board is to be considered and acted upon, and further the agenda for the quarterly membership meeting shall be prepared.

6. Special Meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

REF 8126
PAGE 644

7. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

8. Quorum - Five (5) members of the Board of Directors shall constitute a quorum for any meeting of the Board of Directors, but less than a quorum may adjourn a meeting from time to time until a quorum is present.

The acts approved by a majority of the directors present at a meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Restrictions, the Articles of Incorporation or by these By-Laws.

9. Adjourned Meetings. At any reconvened meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

11. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice-President shall preside. If both the President and the Vice-President are absent, the directors shall designate one of their number to preside.

12. The order of business at directors' meetings shall be:

- (a) Calling the roll.
- (b) Proof of due notice of meeting.
- (c) Reading, correction and acceptance of minutes.
- (d) Committee and Officers' reports.
- (e) Unfinished business.
- (f) New business.
- (g) Good and welfare.
- (h) Adjournment.

13. Officers' and Directors' fees. No officer or director shall receive compensation, directly or indirectly, for any service he may render to the Association. However, officers or directors shall be reimbursed for their actual expenses incurred in the performance of their duties.

ARTICLE IV. POWERS AND DUTIES of the Officers and Board of Directors.

1. All of the powers and duties of the Association existing under the Declaration of Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to the restrictions set forth next:

A. The President shall have limited authority to authorize certain expenditures as set forth under the Powers and Duties of the President.

B. The Board of Directors shall have the authority to authorize payments in accordance with the annual budget which is to be prepared under the direction of the Board of Directors and submitted and approved by the members of the Association at the December meeting.

C. The Board of Directors may authorize the expenditure of not more than One Hundred (\$100.00) Dollars for any one item other than those items approved in the budget, without the approval of the membership.

REF R126 PAGE 645

D. Signatures, Contracts, etc. Unless duly authorized by the Board of Directors, no Officer of the Corporation shall have the power or right to bind this Corporation by any contract or agreement, or to pledge its credit or assets, or to render it liable for any purpose or in any amount, unless such action is in conformance with the provisions of these By-Laws.

E. Emergency Expenditures In the event of an emergency such as will create an immediate danger to the homeowner or his property (because of a condition created by the recreational facility) or the recreational facility, or where a condition develops that will prevent the use of the recreational facilities for an extended period, the President, with the consent of a majority of the Board of Directors, can take such limited steps as will correct the emergency. The Board of Directors may be canvassed by telephone if time is of the essence.

ARTICLE V. Officers and Term of Office

1. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected annually by the member homeowners.

1A. Term of Office - All officers and Directors shall be elected for one year, but no officer or director may be re-elected to the same office after serving two (2) consecutive one-year terms.

2A. The President shall preside at all meetings of the Board of Directors and Homeowners' meetings. He shall have all the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committee chairpersons with the consent of the Board of Directors, and replacements, except the nominating, elections and audit committees.

B. The President can authorize essential expenditures not to exceed One Hundred (\$100.00) Dollars for payment by the Treasurer from a petty cash fund, or by check, upon presentation of a receipt.

3. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices as required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the directors or the President.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices. He shall render financial statements and reports to the membership and the Board of Directors. He shall open bank accounts, receive funds and make disbursements as authorized by the Board of Directors.

All checks must be signed by any two (2) Officers. The Treasurer shall also perform all other duties incident to the

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office of Treasurer. All officers shall be adequately bonded.

6. Audit Committee. The chairperson and two (2) other Association members shall constitute the Committee. No officer or member of the Board of Directors can be a member of the Audit Committee. The chairperson and members of the Audit Committee shall be elected by the members of the Association at the annual meeting in March.

Any officer, board member or person charged with the handling and administration of the funds of the Association shall be available to assist the Audit Committee if the same becomes necessary.

7. The compensation of all employees of the Association shall be fixed by the Directors. The Board may contract any work to homeowner Association members if the Association member is duly qualified to perform the work to be performed, has the proper insurance, such as liability, workmens' compensation, etc., complies with all City, County and State Ordinances, building codes, procures the required permits, and submits a competitive bid.

8. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration of Restrictions, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

9. Assessments. As more fully provided in the Declaration of Restrictions, each member is obligated to pay to the Association annual and/or monthly special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at Eight (8%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the facilities or services provided or abandonment of his lot.

10. Parliamentary Rules. Roberts' Rules Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictions, Articles of Incorporation or these By-Laws.

11. Amendments. These By-Laws may be amended in the following manner:

1. Notice of subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. These By-Laws may be amended at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy. No amendment shall discriminate against any lot owner, nor against any lots unless the lot owners so affected shall consent. No amendment

REF 8126 REF 647

shall be made which is in conflict with the Declaration of Restrictions or the Articles of Incorporation.

3. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the WESTWOOD COMMUNITY TWO ASSOCIATION, INC. By-Laws, which certificate shall be executed by the officers of the ASSOCIATION with the formalities of a deed.

The foregoing were adopted as the revised and amended By-Laws of WESTWOOD COMMUNITY TWO ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at a Special Meeting of the members of the Association held at the office of the Association on January 30th, 1979, at which a quorum was present.

The said By-Laws are to be effective as of March 1st, 1979.

June L. Farrell
Secretary

APPROVED:

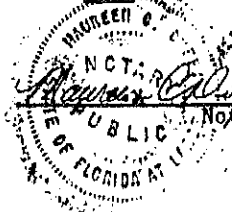
Joseph Weaver
President

The foregoing document consisting of seven (7) typewritten pages, was adopted by the members of the Westwood Community Two Association, Inc. at a Meeting duly held at the office of the Association, on January 30th, 1979, at which a quorum was present.

Arvonia M. Ennis
Secretary

Sworn to before me
this 27th day of March, 1979.

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



Maureen O. ...
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 13 1981
BONDED THRU GENERAL INS. UNDERWRITERS

REF 8126 PAGE 648

BEHRING CORPORATION, A DELAWARE CORPORATION

TO

THE PUBLIC

72-159073

See Pg 1
#1 (2)
Below

DECLARATION OF RESTRICTIONS RELATING TO: See Pg 6
#10, #11, #16

WESTWOOD COMMUNITY TWO according to the plat thereof recorded in Plat Book 76, Page 46, Public Records of Broward County, Florida.

BEHRING CORPORATION, a Delaware Corporation, the owner of all of the foregoing described lands does hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:

(a) ASSOCIATION means WESTWOOD COMMUNITY TWO ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns a copy of the Articles of Incorporation and By-Laws are attached hereto and made a part hereof as Exhibit A.

(b) BOARD means the Board of Directors of the ASSOCIATION.

(c) DEVELOPER means BEHRING CORPORATION, a Delaware corporation, its successors and assigns.

(d) LOT means a lot as shown on the Plat of WESTWOOD COMMUNITY TWO as recorded in Broward County, Florida, Plat Book 76, Page 46, Public Records of Broward County, Florida.

(e) IMPROVED LOT means LOT upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued by applicable governmental authority.

(f) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.

(g) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.

(h) PERSON means a person, firm, association or corporation.

(i) SUBDIVISION means the following described lands, to-wit:

WESTWOOD COMMUNITY TWO according to the plat thereof recorded in Plat Book 76, Page 46, Public Records of Broward County, Florida.

(j) The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

(k) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

2. RESIDENTIAL USE. All lots in WESTWOOD COMMUNITY TWO and all lots enlarged or recreated by the shifting of location of side

72 SEP 13 AM 9:13

SEC 4988 PART 751

THIS INSTRUMENT PREPARED BY
BERT H. MORNER, ATTORNEY AT LAW
600 N. UNIVERSITY BLVD
FT. LAUDERDALE, FLA. 33313

①

36-100

property lines, are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the BOARD or the DEVELOPER. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence building; otherwise, no portable buildings or trailers may be placed on a lot. No building shall exceed 25 feet in height measured from the crown of the street upon which such building fronts, unless prior written approval of the BOARD of the DEVELOPER shall have been obtained. No building shall be enlarged by additions thereto or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the BOARD or the DEVELOPER, which approval shall be granted or withheld at their sole discretion.

* 3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described LOTS; however, notwithstanding this restriction the DEVELOPER and its assigns shall not be prohibited from operating a sales model or office on the described lots.

* 4. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS. All front yard areas of IMPROVED LOTS in the foregoing described lands shall be grassed and kept as a lawn which shall extend to the pavement line. A "front yard area" is hereby defined as the yard area of an IMPROVED LOT from the front building wall and a line extension thereof to the side lot lines to the pavement line in front of the IMPROVED LOT. Corner lots shall have two front yard areas for the purposes of this paragraph, one of the front of the lot and the second on the yard adjacent to the intersecting thoroughfare. No graveled or blacktopped or paved parking strips are permitted except as approved in writing by the BOARD, which approval may be arbitrarily withheld. Outdoor clothes drying activities are hereby restricted to the rear yards thereof which is more than 25 feet from the street right-of-way. All clothes poles shall be susceptible of being lifted and removed by only one person in one minute's time. All garbage and trash containers and oil and gas tanks must be placed as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lands except where express prior written approval of the size, shape, content, and location thereof has been obtained from the BOARD, which approval may be arbitrarily withheld providing however that the DEVELOPER shall have the right to place such signs upon the subject lands as DEVELOPER deems necessary and proper in its sole discretion in connection with the sale by DEVELOPER of LOTS and IMPROVED LOTS within the SUBDIVISION including resales of the same. Unless prior written approval has been obtained from the BOARD and the DEVELOPER, no exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described lands. The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited. The parking or storage of boats and boat trailers, campers and travel or other trailers upon any of the foregoing described lands is prohibited except in spaces expressly provided for the same by DEVELOPER or as may be approved in writing in advance by the BOARD. No hurricane and storm shutters shall be installed unless the same be of a type approved by the BOARD.

5. COMMUNITY TELEVISION ANTENNA. In order to assure development of the foregoing described lands as a community of high standards, quality and beauty, and to provide for the residences constructed within

the community a high caliber of television reception without the installation of unsightly aerials and antennas, the DEVELOPER does hereby impose upon all of the foregoing described lands the obligation of the owner of each IMPROVED LOT to construct and use the necessary connections to tie into the community television antenna system to be constructed upon the foregoing lands by or through the DEVELOPER, his successors and assigns, at such time as same shall become available. Each IMPROVED LOT OWNER and all persons entitled to possession of any LOT in the foregoing described lands shall be obligated to pay to the person, firm or corporation providing such community television antenna system, commencing with the date such system is available to provide service to such IMPROVED LOTS or the date such LOT becomes an IMPROVED LOT, whichever is later, the initial sum of \$4.95 per month, payable in advance, for one outlet and an additional sum of \$1.00 per month for any other community antenna service outlet requested by such lot owner.

6. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the above described lands have been and are being developed and the structures to be located therein designed primarily for the comfort, convenience and accommodation of adult persons, the use of all the lots in the foregoing described lands is hereby limited to permanent residents sixteen (16) years of age or older.

7. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any LOT, and no refuse pile or other unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. In the event the LOT OWNER fails to keep the premises in said condition, the DEVELOPER, its successors or assigns, or the ASSOCIATION or assigns shall have the right to mail a thirty-day written notice to the property address or the last known address of the LOT OWNER, advising the LOT OWNER of failure to comply with the above provisions. Failure of the LOT OWNER to correct the violation(s) within 30 days of mailing of said notice shall give the DEVELOPER, its successors or assigns or the ASSOCIATION, the right, but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The DEVELOPER, its successors or assigns or the ASSOCIATION shall have the further right to assess the LOT OWNER for the full cost of any services performed pursuant to this paragraph.

The DEVELOPER, its successors or assigns, or the ASSOCIATION shall have a lien on each LOT in the SUBDIVISION for any unpaid assessment made by the DEVELOPER or ASSOCIATION. Said lien shall also secure reasonable attorneys' fees and all costs sustained or incurred by the DEVELOPER, its successors or assigns, or the ASSOCIATION, incident to the perfection and/or collection of such unpaid assessment or enforcement of such lien. Said lien shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the DEVELOPER, its successors or assigns, or the ASSOCIATION, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee. Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any institutional lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successors or assigns or the ASSOCIATION in like manner as a foreclosure of a mortgage.

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on real property. In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the DEVELOPER or ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

8. RECREATION FACILITIES: OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC. The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the DEVELOPER, its successors or assigns (including the ASSOCIATION) for a prorata share of the actual cost (including taxes and insurance) of the operation, maintenance and repair of the recreational and parking facilities located upon the following described lands, to-wit:

PARCEL R OF WESTWOOD COMMUNITY TWO , according to the plat thereof recorded in Plat Book 76 , Page 46 , of the Public Records of Broward County, Florida.

said actual cost to be payable in equal monthly installments by each IMPROVED LOT OWNER to the DEVELOPER, its successors or assigns (including the ASSOCIATION) commencing on the first day of the month following the date upon which the DEVELOPER, its successors or assigns, (including the ASSOCIATION) causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all building, structures and recreation lands have been completed and are ready for use or when a LOT becomes an IMPROVED LOT, whichever is later, and continuing until the first day of March, 2022 . It is presently contemplated by the DEVELOPER, its successors or assigns, (including the ASSOCIATION) that it will assign its obligation to operate and maintain the aforesaid recreation buildings, structures and recreation and parking facilities, together with the right to receive the prorata share of such actual cost from each owner aforesaid, at a date subsequent thereto, to the ASSOCIATION and thereafter said ASSOCIATION shall assume the rights, privileges, and obligations of operating and maintaining said buildings, structures and recreational and parking facilities, and the receipt of sums fixed as the actual cost thereof. From and after the date of such assignment, the DEVELOPER, or its successors shall be relieved and fully discharged from any and all further obligation and duty to maintain, operate or repair said buildings, structures and recreational and parking facilities. Each owner of IMPROVED LOTS in the SUBDIVISION agrees that all charges made for the prorata share of the actual cost of the operation, maintenance and repair of the aforesaid buildings, structures and recreational and parking facilities shall constitute a lien or charge upon such owners' IMPROVED LOT, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. All liens imposed under this Paragraph 8 shall entitle the holder thereof to the same rights as granted under Paragraph 7 with respect to maintenance of premises, shall bear interest at the same rate as provided therein and shall be enforced, together with costs and attorneys' fees as provided in said Paragraph 7. The lien provided herein shall similarly be subordinate to the lien of any mortgage or other lien held by an institutional lender in the same manner and under the same terms and conditions as provided in Paragraph 7 hereof.

9. RECREATION LAND LEASE; LIABILITY FOR, ASSIGNMENT, LIEN, ETC. The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the DEVELOPER, its successors and assigns, for a one two hundred and fourteenth (1/214) share of the ground rent upon the following described land, to-wit:

PARCEL R OF WESTWOOD COMMUNITY TWO according to the plat thereof as recorded in Plat Book 76 , Page 46 , of the Public Records of Broward County, Florida.

RECORDED AND INDEXED

each share being hereby fixed initially at the sum of \$15.00 per month payable by each IMPROVED LOT OWNER (for a total of \$3,210.00 to be paid monthly) to the DEVELOPER, its successors and assigns, commencing on the first day of the month following the date upon which the DEVELOPER causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreational facilities to be constructed by it upon said Recreation Lands have been completed and are ready for use, and continuing until the first day of March A.D. 2022 ; and each owner hereby agrees that the DEVELOPER, its successors and assigns, shall have a lien upon such owner's lot for the aforesaid initial amount of \$15.00 (or adjusted amount) per month until such amount is paid and said lien shall include a reasonable attorney's fee and costs incident to the perfection of such lien and the collection thereof plus interest as provided herein. It is presently contemplated by the DEVELOPER that it shall enter into a lease with the owner of the lands described above in this paragraph for a period of years ending March 1, A.D. 2022 which lease shall provide for the delivery of said lands to the DEVELOPER, its successors or assigns, subject to said lease, for the exclusive use and benefit of the IMPROVED LOT OWNERS and permanent residents of the SUBDIVISION for the initial monthly rental of \$3,210.00 to commence upon the first day of the month following the date the DEVELOPER causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreation and parking facilities to be constructed by it upon said lands have been completed and are ready for use; that in connection with said lease, the DEVELOPER intends to pledge its right to the receipt of and assigns its right to receive the foregoing initially fixed sum of \$15.00 per month per lot payable by lot owners to the lessors under said lease as security for said monthly rental of \$ 3,210.00 , it is further contemplated that the DEVELOPER may assign its interest in said lease to the ASSOCIATION, and it is hereby understood that from and after the date of any such assignment by the DEVELOPER to the ASSOCIATION the DEVELOPER shall be relieved and fully discharged from any and all further liability and duty under the provisions of this paragraph 9, except to the extent the same were incurred by it prior to the date of such assignment. The owners further agree that from and after the date of such assignment to the ASSOCIATION, the aforesaid initial sum of \$15.00 per month per lot shall constitute a lien upon the owner's IMPROVED LOT and that such lien, including a reasonable attorney's fee, incident to the collection thereof, where the same remains unpaid for a period of 30 days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. All liens imposed under this Paragraph 9 shall entitle the holder thereof to the same rights as granted under Paragraph 7 with respect to maintenance of premises, shall bear interest at the same rate as provided therein and shall be enforced, together with costs and attorneys' fees as provided in said Paragraph 7. The lien provided herein shall similarly be subordinate to the lien of any mortgage or other lien held by an institutional lender in the same manner and under the same terms and conditions as provided in Paragraph 7 hereof. The owner of each IMPROVED LOT in the SUBDIVISION, further agrees that any assignment by the DEVELOPER shall not operate to extinguish the aforesaid lien for the payment of the aforesaid one two hundred and fourteenth share of the ground rent under the aforesaid lease. The provisions of this paragraph 9 and of paragraph 8 above , shall remain in effect and shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said lands until the first day of March, A. D. 2022 . The recreation land lease referred to herein is a net lease (i.e. the Lessor receives the rent free and clear of taxes, insurance and other charges, same being borne by the Lessee). Such lease also contains provisions whereby in the event of a rise in the cost

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of living index published by the United States Government, the rent to be paid shall be increased periodically to compensate the Lessor for such rise in the cost of living index.

10. ASSOCIATION MEMBERSHIP. Each LOT OWNER shall automatically become a member of the ASSOCIATION, and each LOT shall be entitled to one vote to be cast through the LOT OWNER. When more than one person holds an interest in any LOT, the vote for such LOT shall be cast by that LOT OWNER designated in a certificate filed with the ASSOCIATION and signed by all persons owning an interest in said LOT. In the event said certificate is not on file with the ASSOCIATION, no vote shall be cast for said LOT.

11. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a LOT has become an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

12. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the SUBDIVISION as an area of high standards, there is hereby reserved to the DEVELOPER the right and power to control the type, kind and character of the buildings and structures to be placed within the SUBDIVISION. The owner or occupant of each IMPROVED LOT, by acceptance of title thereto, agrees not to permit a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specifications thereof have been submitted to and approved by the DEVELOPER before any construction is begun. The DEVELOPER shall have the power, and it shall be the duty thereof, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the SUBDIVISION. In the exercise of its power and the performance of its duties, the DEVELOPER shall give due consideration to the characteristics of the community of Tamarac as a retirement community and the ability of any proposed structures to harmonize with that concept. The DEVELOPER shall be permitted to employ aesthetic values in making its determination.

13. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the LOT OWNERS in the SUBDIVISION, the DEVELOPER, or the ASSOCIATION.

14. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

15. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land until the first day of March, 2022. After March 1, 2022, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the LOTS in said SUBDIVISION shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations, and servitudes except in no event can the provisions of paragraph 8 and 9 above be extinguished, modified, altered or amended.

16. AMENDMENT REQUIRES MORTGAGEE'S CONSENT. These restrictions may not be amended without the consent of the DEVELOPER and each institutional lender holding a first mortgage upon a LOT in the SUBDIVISION.

17. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans upon LOTS in the SUBDIVISION, the ASSOCIATION's right to assess an IMPROVED LOT (or its owner) or to impress a lien upon an IMPROVED LOT (as provided in paragraphs 7, 8 and 9 above) the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure shall be abated so long as said INSTITUTIONAL LENDER retains said title, and likewise, during the time an

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INSTITUTIONAL LENDER retains said title, the ASSOCIATION shall be under no obligation to perform any of the services, duties or obligations required of it as provided in paragraphs 7, 8 and 9 above. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT is under lease, the ASSOCIATION'S right to make assessments against such IMPROVED LOT and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time or prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER), and the ASSOCIATION'S duties and obligations with respect to said LOT shall be restored.

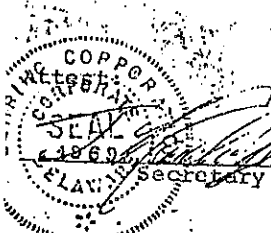
18. CERTAIN PARCELS EXCLUDED. Except as expressly provided herein, none of the foregoing restrictions, covenants or servitudes shall be applicable to the following described lands:

PARCEL R of WESTWOOD COMMUNITY TWO according to the plat thereof as recorded in Plat Book 76 Page 46 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, BEHRING CORPORATION, a Delaware corporation, has caused this instrument to be executed in its corporate name and its seal affixed this 24th day of August, 1972.

BEHRING CORPORATION
A Delaware corporation

By: Allen Condon
VICE PRES.

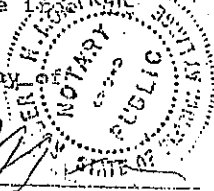


STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared ALLEN MCONDON and T. RANDOLPH BUCK, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Vice-President and Secretary of the above-named BEHRING CORPORATION, a Delaware corporation, and severally acknowledged to and before me that they executed such instrument as such and Secretary respectively of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by me and regular corporate authority, and that said instrument is the deed and deed of said corporation.

WITNESS my hand and official seal, this 24th day of August, 1972.

Robert M. [Signature]
Notary Public



My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGO
MY COMMISSION EXPIRES JAN. 17, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

REC-4988 PAT

ARTICLES OF INCORPORATION

OF

WESTWOOD COMMUNITY TWO ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 and certify as follows:

ARTICLE I.

NAME

The name of this corporation shall be WESTWOOD COMMUNITY TWO ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the Association.

ARTICLE II.

PURPOSES

The Association is organized for the following purposes:

(1) To insure that the lands in Westwood Community Two hereinafter defined shall remain an area of high standards, containing residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of retired persons.

(2) To enforce through appropriate legal means the several covenants, restrictions, reservations and servitudes from time to time impressed upon and running with the lands with Westwood Community by DEERING CORPORATION, a Delaware corporation, hereinafter referred to as Developer.

(3) To insure that no trade, business, profession or any type of commercial activity shall be carried on upon any lands in Westwood Community Two, except where portions thereof shall have been expressly set aside for such uses by appropriate reservations at the time said lands are made subject to recorded subdivision plat by the Developer.

(4) To assume the rights, privileges, duties and responsibilities as set forth in the Declaration of Restrictions covering the Subdivisions known as Westwood Community Two, as recorded in the Public Records of Broward County, Florida.

ARTICLE III.

POWERS

The powers of the Association shall include and be governed by the following provisions:

(1) 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.

(2) The Association shall have all of the powers and duties as set forth in the Declaration of Restrictions covering the Subdivisions known as Westwood Community Two, as recorded in the Public Records of Broward County, Florida, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned.

THIS INSTRUMENT PREPARED BY
ROBERT W. MORINER, ATTORNEY AT LAW
6000 N. UNIVERSITY DRIVE
FT. LAUDERDALE, FLA. 33313

EXHIBIT - A -

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(3) The Association shall have the power to conduct such other activities of the Association which in the opinion of the Board of Directors thereof shall be reasonably appropriate to its accomplishment of the purposes for which it is organized and the performance of its duties and obligations.

(4) The Association shall make and collect such assessments as are necessary to perform each and every duty and responsibility expressly conferred upon it by these Articles and as set forth in the heretofore mentioned Declaration of Restrictions to be assumed by this Association.

(5) The Association shall have the power to enforce by legal means the provision of the Declaration of Restrictions with respect to lands in the Subdivisions known as Westwood Community these Articles, the By-Laws, and the regulations adopted by the Association.

(6) The Association shall have the power to employ personnel to perform the services required for the proper operation of the Association.

(7) All funds and the title to all properties required by the Association and the proceeds thereof shall be held in Trust for the members of the Association in accordance with the provisions of these Articles of Incorporation and the By-Laws.

THIS IS NOT AN ~~ARTICLE IV~~ MEMBER

(1) The members of the Association shall consist of all of the record owners of lots in the Subdivisions known as Westwood Community ~~Two~~ as recorded in the Public Records of Broward County, Florida.

(2) Change of membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a lot and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

(3) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his lot.

ARTICLE V. DIRECTORS

(1) The affairs of the Association will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of (3) three directors.

(2) Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

(3) The Directors herein named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

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(4) The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

RON CARL	6000 No. University Drive Fort Lauderdale, Florida 33313
GEORGE PANAGOULIS	6000 No. University Drive Fort Lauderdale, Florida 33313
WILLIAM F. MUSKAT	6000 No. University Drive Fort Lauderdale, Florida 33313

ARTICLE VI.
OFFICERS

The affairs of the Association shall be administered by officers elected by the Directors at its annual meetings, which officers shall serve at the pleasure of the Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

RON CARL	President	6000 No. University Drive Fort Lauderdale, Florida 33313
GEORGE PANAGOULIS	Vice- President	6000 No. University Drive Fort Lauderdale, Florida 33313
WILLIAM F. MUSKAT	Secretary Treasurer	6000 No. University Drive Fort Lauderdale, Florida 33313

ARTICLE VII.
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings 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, or any settlement thereof, 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 in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII.

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX.
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

(a) such approvals must be not less than 75% of the entire membership of the Board of Directors and by not less than 60% of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association.

3. Provided however that no amendment shall make any changes in the qualifications for membership or the voting rights of members, nor changes in Section 2 of Article III and Section 3 of Article III.

4. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

ARTICLE X.
TERM

The existence of this corporation shall be perpetual and may not be terminated so long as the Declaration of Restrictions covering the Subdivisions known as Westwood Community Two, as recorded in the Public Records of Broward County, Florida, are in full force and effect.

ARTICLE XI.
SUBSCRIBERS

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

RON CARL	6000 No. University Drive Port Lauderdale, Florida 33313
GEORGE PANAGOULIS	6000 No. University Drive Port Lauderdale, Florida 33313
WILLIAM F. MUSKAT	6000 No. University Drive Port Lauderdale, Florida 33313

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IN WITNESS WHEREOF, The subscribers have hereto affixed their signatures this 24th day of August, 1972.

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared

to me known to be the persons described as subscribers, in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to these Articles of Incorporation

WITH MY hand and official seal in the County and State named above this 24th day of August, 1972.

THIS IS NOT AN OFFICIAL COPY

Notary Public

My Commission Expires:

SEE 4988 REC 762

THIS LEASE AGREEMENT made in the City of Tamarac, Broward County, Florida, this 20 day of March, 1973, by and between:

JULY INVESTMENT CORP., a Florida corporation, as LESSOR,

AND

LEADERSHIP HOUSING, INC., a Delaware corporation, as LESSEE.

The terms LESSOR and LESSEE or LESSORS and LESSEES shall be construed to be either singular or plural, when used herein, and the terms his, hers, or its, he, she or its, shall be construed to be either feminine or masculine.

WITNESSETH, that in consideration of the mutual covenants of the respective parties, as herein provided, and the strict prompt and punctual performance of each of the covenants by the LESSEE on its part agreed and covenanted to be performed, the LESSORS do hereby let, lease and demise and by these presents have leased, demised and let unto the LESSEE the following described property, together with all improvements, buildings and structures now or hereafter placed thereon, and all furniture, furnishings, fixtures, machinery, equipment, goods and personal property of every type and nature, now or hereafter brought or placed thereon or intended for use thereon, and all additions and accessions thereto, and any replacements thereof, said property being located in Broward County, Florida, and being described as:

PARCEL R OF WESTWOOD COMMUNITY TWO, according to the plat thereof, as recorded in Plat Book 76, Page 46, of the Public Records of Broward County, Florida.

The covenants, terms and conditions of this Lease are as follows:

I.

TERM

This Lease shall begin at 12:00 o'clock A.M. on the first day of April A.D., 1973, and shall continue until 12:00 o'clock P.M. on the 1st day of March A.D., 2022. This Lease may be renewed upon such terms and conditions as are mutually agreeable between the parties. This demise is subject to conditions, limitations, restrictions, reservations and other matters of record, and, if applicable, any rights of any governmental authority or agency as to submerged land, easements, licenses now or hereafter granted by the Lessor, taxes and applicable zoning ordinances now existing or which may hereafter exist.

II.

RENTAL

The LESSEE hereby covenants with the LESSORS that it will pay to the LESSORS as rental for said premises the sum of \$3210 per month during the term of this Lease, said payments to commence April 1st, 1973, and to be made on the first day of each and every month in advance during the term of this Lease and the last such payment to be made on March 1st, 2022. Said rent shall be payable without notice or demand and in current legal tender of the United States as the same is by law then constituted. Any extension, indulgence or change by the LESSORS of the mode or time of payment of rent upon any occasion shall not be construed as a waiver of the provisions of this paragraph or as requiring a similar extension, indulgence or change by the LESSORS on any subsequent occasion.

premises, and on any furnishings, equipment, fixture or personal property or any kind or equity therein brought on the premises by the LESSEE as part of the equipment used therein; which lien is granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties and damage herein covenanted to be paid by the LESSEE, and for the purpose of securing the performance of all and singular the covenants, conditions and obligations of this Lease to be performed and observed by the LESSEE.

V.

ALL TAXES PAYABLE BY LESSEE

(A) In addition to the rent hereinabove specified, and as a further part of the consideration to be furnished by the LESSEE, and as additional rental for the term demised, the LESSEE covenants and agrees with the LESSORS that the LESSEE will promptly pay all taxes, charges, assessments, liens for public improvements, special charges and assessments and shall pay all special assessments constituting a lien upon the property at the commencement of this Lease if actual physical commencement of said special improvement shall have commenced; otherwise, said special assessment shall be paid by LESSORS. All taxes of any governmental authority shall be paid at least before same becomes delinquent. (Taxes for the year 1973 shall be prorated as of January 1, 1973.) The taxes for the last year of this lease term shall be prorated as of the date of the expiration of this Lease, and LESSEE shall pay same to the LESSORS 45 days prior to the expiration date of this Lease, prorated on the basis of the previous year unless the current year's figures are available. Duplicate receipts for payment of all taxes shall be promptly delivered to the LESSORS.

(B) Nothing contained in this article shall obligate the LESSEE to pay any income, inheritance, estate or succession tax, or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against the LESSORS with respect to or because of the income derived from this Lease, nor shall the LESSEE be deemed obligated hereby to pay any corporation, franchise or excise taxes which may be assessed or levied against the LESSORS or any corporate successor or transferee of or claiming under the LESSORS.

VI.

LAWFUL USE OF PREMISES

The LESSEE further covenants and agrees that said premises and all buildings and improvements placed thereon during the term of this Lease, shall be used exclusively as a park and recreation area and for automobile parking in connection with the use of said recreation area for the owners of lands in the foregoing described subdivision, which are designated to use the said recreational parcel and members of such owners immediate families and for no other purpose whatsoever, and LESSEE will not use, or suffer anyone to use said premises for any purpose in violation of the laws of the United States, the State of Florida, or ordinances and regulations of the City of Tamarac, Florida. The LESSEE covenants and agrees to hold LESSORS harmless from every such violation.

VII.

LESSORS' INTEREST NOT SUBJECT TO MECHANICS' LIEN

It is hereby stipulated and agreed by and between the parties hereto that during the demised term there shall be no mechanics' liens upon the LESSORS' interest in the demised land and in the buildings and improvements located thereon, or against the furniture and furnishing which constitute the equipment thereof, arising through the act of the LESSEE, or any person claiming under, by or through the LESSEE and that no person shall ever be or become entitled to any

land, directly or indirectly derived through or under the LESSEE or through or under any act or omission of LESSEE, superior to this indenture and all parties contracting with the LESSEE or their successors and assigns are bound by notice hereof from and after date of this indenture, and they must look to the LESSEE and the LESSEE's interest only in the above demised land and the LESSEE's interest in all buildings and improvements hereon located to secure the payment for any bills for work done or material furnished or performed during the term hereby granted.

The mere fact of the existence of a mechanic's lien or materialman's lien or liens, however, shall not of itself operate as a forfeiture or termination of this indenture, provided the LESSEE, within ninety (90) days after receipt by them of written notice of lien from the lienor, or within ninety (90) days after the recording of such notice of lien among the Public Records of Broward County, Florida, in the event notice of lien is not served upon the LESSEE, shall cause the same to be cancelled, released and extinguished or the premises released therefrom by the posting of bond or by any other method prescribed by law, and proper evidence thereof be furnished to the LESSORS and if such liens appear of record the LESSEE shall cause the same to be cancelled, satisfied and discharged of record. If, however, the LESSEE shall dispute the amount or validity of any mechanic's or materialman's lien claimed or any other claim asserted, the LESSEE shall post a bond with the LESSORS in the amount of one and one-half times the amount of the lien or claim and with all due diligence institute or defend an appropriate action or proceeding in a court of competent jurisdiction upon the cause of action and shall prevent the sale or impairment of the title of the LESSORS and shall prosecute or defend such action or proceedings with reasonable diligence to a final determination and if such suit or defense shall be instituted within said period of ninety (90) days after the time when said lien shall have been filed, then in such case, the time reasonably required in the litigation of such case or action shall be added to the above ninety (90) days time; provided, however, that in any event it shall be the duty of the LESSEE, after contesting such lien, to cause the lien to be cancelled, released, extinguished or adjudicated not to exist or to cause the premises to be released therefrom by the posting of bond or by any other method prescribed by law at least ninety (90) days before the time when the premises or any interest therein or the LESSEE's interest therein might otherwise be offered for sale by reason of the said lien; and promptly upon relieving the premises of such lien, the LESSEE shall have the duty of furnishing the evidence thereof unto the LESSORS.

VIII.

LESSEE TO CARRY LIABILITY INSURANCE

The LESSEE covenants and agrees that LESSEE will, at all times, at LESSEE's own expense, keep all buildings and improvements situated on the demised premises at any time, and all property which is subject to LESSOR's lien hereunder during the term of this Lease, in good order, condition and repair and shall, at all times, save and keep the LESSORS harmless from any and all damage and liability occasioned by the use of the said premises and shall indemnify and keep harmless the LESSORS from and against any loss, cost, damage and expense arising out of and in connection with any building and improvements upon said premises and out of any accident causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises; and the LESSEE covenants and agrees to provide fully paid up policies of insurance generally known as public liability policies and/or owner's landlord and tenant policies, boiler policies and elevator policies, as the case may be, insuring the LESSEE and LESSORS against all claims and demands made by any person or persons whatsoever for injuries received in connection with the operation and maintenance of the improvements and building located therein to the extent or not less than Three Hundred Thousand (\$300,000.00) Dollars to cover the claim of damage from any single or specific cause, by any one person, and the extent of not less than Five Hundred Thousand (\$500,000.00) Dollars to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims that may arise or be claimed to have arisen against the LESSORS or the LESSEE as aforesaid, and not less than Twenty-Five Thousand (\$25,000.00) Dollars to cover damage to the property.

Whereas, under the provisions of this Lease, policies of insurance are required to be issued or maintained by the LESSEE, the original of such policies or certificates of the issuance thereof shall be delivered to the LESSORS as evidence of the compliance by the LESSEE with the terms and provisions of this instrument, excepting where the terms of any mortgage require that said policies be held by the mortgagee, in which case the LESSORS shall be furnished with a memorandum copy of such policy with all endorsements during such time as said mortgage exists and shall thereafter be furnished with the original policy and all endorsements.

IX.

DEFAULT CLAUSE

This Lease is made upon the express covenant and condition by the LESSEE unto the LESSORS that if any default is made in the payment of rent as herein aforesaid or if any default other than the payment of said rent shall be made of any of the agreements, stipulations and covenants in this Lease covenanted by the LESSEE to be kept, performed, observed or fulfilled and any such default as aforesaid, including the non-payment of rent shall continue for sixty (60) days after notice of such default is given in writing, by the LESSORS to the LESSEE, and the LESSEE has failed to correct such default to cure such breach so complained of in such notice, within the aforesaid sixty (60) day period, then it shall be lawful for the LESSORS to declare the said term of this Lease then and there ended and terminated and the LESSORS shall have the right to recover the full and complete possession of the said leased premises and enjoy the same as of its first and former estate, and upon said term being and becoming ended in the manner aforesaid all rights of the LESSEE in, to, and under this Lease and all rights of all persons, firms, or corporations, claiming by, through or under the LESSEE in and to the property hereinabove described and leased and rented, and any and all parts and portions thereof and all appurtenances which have become permanent fixtures shall thereupon become forfeited unto the LESSORS and become the LESSOR's property free, clear and discharged of any rights of this Lease and the absolute title to all of said property and the absolute title to all equipment, furniture, furnishings and fixtures in the buildings situated upon said property which belong to the LESSEE shall thereupon immediately become vested absolutely in the LESSORS; it being the intention of the LESSORS and the LESSEE that in the event of any such default and termination of this Lease as aforesaid, the LESSORS shall recover the absolute possession of the entire leased premises together with all equipment, furniture, furnishing, fixtures and personal property belonging to the buildings and structures located thereon and used in the operation thereof.

The provision of this Article shall not be construed so as to divest the LESSORS, in the event of such default of any legal right and remedy which it may have by statutory or common law, enforceable at law, or in equity, it being intended that the provisions of this paragraph shall afford to the LESSORS a cumulative remedy, in addition to such other remedy or remedies as the law affords a LESSOR when the terms of a lease have been broken by the LESSEE; provided, however, that irrespective of the remedy sought by LESSORS the notice periods herein provided for shall be observed.

X.

ASSIGNMENT OF LIEN RIGHTS

As additional security for the payment of rent herein to be paid by LESSEE to LESSORS, LESSEE agrees that LESSORS shall be entitled to enforce on behalf of LESSEE any lien which LESSEE may acquire by reason of the terms and provisions of Paragraph 9 of that certain Declaration of Restrictions and filed in Broward County, Florida, Official Records Book 4988, at Page 751, and LESSEE further agrees that LESSORS shall be entitled to receive any sums realized by reason of any such enforcement by LESSORS on LESSEE's behalf and apply the same to any

accrued and unpaid rent under this Lease owing by LESSEE to LESSORS at the time of such receipt and application or to any rent to become due under this Lease during the one year period of the term of this Lease from and after the date of such receipt or application by LESSORS; provided, however, that nothing contained in this Paragraph 10 shall restrict the right of LESSEE to enforce any such lien on its own behalf. The LESSEE and LESSORS agree that any such enforcement of lien may be undertaken by them jointly as well as severally.

XI.

HOW NOTICE GIVEN

It is further agreed as a condition of this Lease that in every case where, in the opinion of the LESSORS, or under the conditions of this Lease, it shall be deemed necessary for the interest of the LESSORS to serve a notice or demand on the LESSEE concerning this Lease, or any of the provisions or conditions thereof, service of said notice, demand, or declaration shall be by mailing a copy thereof by Certified Mail, Return Receipt Requested, to the LESSORS at the place last designated by the LESSORS as the place for the payment of rent, or in the absence of such designation, at the last place at which rent was paid to the LESSORS, or if said place was not an actual address, then to the last known address of the LESSORS. When the parties hereto consist of more than one LESSEE, or more than one LESSOR, then the default of one shall be the default of all, and notice to one shall be notice to all.

XII.

BANKRUPTCY OR INSOLVENCY OF LESSEE

It is agreed by and between LESSORS and LESSEE that in the event the LESSEE or any assignee of this Lease shall be adjudicated a bankrupt by a court of competent jurisdiction or in the event that a Receiver or Trustee of the LESSEE or any assignee of LESSEE be appointed and not discharged within sixty (60) days of the date of such appointment, or in the event that the interest of the LESSEE or any assignee of the LESSEE under this Lease be sold under court attachment, seizure or levy, then upon the happening of either of such events, the LESSORS shall have the right at its option of cancelling and terminating this Lease upon giving to the LESSEE or any assignee of the LESSEE thirty (30) days written notice of LESSORS' election to exercise its option, and, upon the expiration of such period of thirty (30) days, this Lease shall cease and terminate. The LESSORS shall never be required to accept as a tenant any Trustee or Receiver in Bankruptcy, Court Receiver, or any other Court Officer acting for and in behalf of the LESSEE. This paragraph is in furtherance and not in limitation of the powers conferred upon the LESSORS.

XIII.

NO REFUNDS OF RENT

The LESSEE shall not be entitled to any refund or repayment of any prepaid rent under this Lease in the event of occurrence of the breach of this Lease by the LESSEE and any and all sublessees, persons, firms and corporations claiming by, through or under the LESSEE shall never be entitled to assert, in any event, any claim or demand against the LESSORS for a refund or repayment of any prepaid rent made by the LESSEE or by any sublessees or subtenants under this Lease. All sublessees, persons, firms and corporations claiming by, through or under the LESSEE shall never have the right to make or assert any offset or counterclaim of any kind or nature against LESSOR's suits, actions, claims or demands against LESSEE for enforcement of LESSEE's obligations to pay rent under this Lease.

XIV.

"NET" LEASE CLAUSE

It is the understanding and agreement of the parties hereto that this is a

"NET" Lease obligating the LESSEE to bear all expenses and make all payments consistent with the principle of a "NET" Lease and the LESSEE hereby assumes and agrees to perform all duties and obligations with relation to the demised premises, the improvements thereon and the appurtenances thereto and the use, operation and maintenance thereof, even though such duties and obligations would otherwise be construed to be those of the LESSORS.

XV.

ASSIGNMENT AND SUBLETTING OF LESSEE'S INTEREST

LESSEE's interest in this Lease is transferrable and assignable, provided at the time of any such transfer and assignment and as often as the same may be made, this Lease is in good standing and provided further that said assignment is evidenced by an instrument in writing which, among other things, shall provide:

- (1) That the LESSOR shall have consented to said assignment;
- (2) That the assignee shall expressly accept and agree to be bound by all the terms and covenants in this Lease agreement contained to be kept and performed by LESSEE; and
- (3) That such assignment shall not extinguish the lien in favor of LESSEE created pursuant to Paragraph 8 of that certain Declaration of Restrictions recorded in Broward County, Florida, Official Records Book 4888, at Page 751. Said instrument shall be duly executed and acknowledged by both assignors and assignee and duly recorded in the office of the Clerk of the Circuit Court of Broward County, Florida, and a duplicate executed original of said instrument of assignment shall immediately be forwarded to LESSORS by Certified Mail. Any such instrument, assignment or transfer made by LESSEE herein shall be without recourse against LESSEE herein or any assignee or transferee of LESSEE. LESSEE may assign or transfer this Lease and thereupon it shall be released from further liability with respect to the covenants on its part to be performed under this Lease. Successive assignments or transfers may thereafter likewise be made without recourse by any assignee or transferee of this Lease, provided this Lease is in good standing and the then LESSEE is in no way in default.

XVI.

MISCELLANEOUS PROVISIONS

A. It is covenanted and agreed that failure of the LESSORS to insist upon strict performance of any of the covenants, terms, provisions or conditions of this Lease, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenants, terms, provisions or conditions, or right of election, but the same shall remain in full force and effect. The LESSEE undertakes and agrees that the acceptance by the LESSORS of any rent from any persons shall not be deemed to be an assignment of this Lease. The LESSORS may accept rent from any person at any time without in any way waiving the LESSORS' right under this Lease. None of the conditions, covenants, terms and provisions of this indenture shall be waived or modified except by the parties hereto in writing and no oral waiver or modification shall be binding under any circumstances.

B. Time is of the essence in every particular and particularly where the obligation to pay money is involved.

C. All arrearages in the payment of rent shall bear interest from the date when due and payable at the rate of eight (8%) per cent per annum until paid.

D. It is further understood and agreed that no modification, release, discharge or waiver of any provisions hereof shall be of any force, value or effect unless in writing and signed by the LESSORS or LESSORS' duly authorized agent.

E. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives and assigns of such party to this Lease. The LESSEE does hereby covenant and agree that the LESSEE will on the day of execution of this Lease, at the LESSEE's own expense, cause this Lease to be recorded in the office of the Clerk of the Circuit Court in the Seventeenth Judicial Circuit in and for Broward County, Florida, and shall pay all charges for the recording of the same together with all documentary stamps, if any, and shall forthwith deliver to LESSORS a receipt issued by the Clerk of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County evidencing that the LESSEE has caused this Lease to be recorded and has paid all recording charges together with documentary stamps.

F. It is mutually agreed and stipulated by and between the parties hereto that this instrument contains the whole agreement between them as of this date and that the execution thereof has not been induced by any or either party by any representation, promises or understanding not expressed herein and that there are no collateral agreements, stipulations, promises or undertakings whatsoever upon the respective parties in any way touching the subject matter of this contract which are not expressly contained in this instrument.

G. In the event the LESSORS convey, assign, or transfer the LESSORS' interest in the fee simple title and the Lease herein conveyed, whether such transfer be voluntary or by operation of law, the LESSORS shall be relieved and released from all liability or responsibility to the LESSEE for the performance of any of the terms, covenants and conditions herein imposed upon the LESSORS to be performed; provided, however, nothing herein contained shall be construed as empowering the LESSORS to relieve the transferee from the LESSORS' obligations herein contained, it being intended merely that upon a transfer by the present or any future LESSOR of the LESSORS' interest in the premises, all of the obligations imposed hereby upon the LESSORS shall pass to the transferee and the transferring LESSOR shall be released from any future or contingent liability by reason of the LESSORS having been such LESSOR.

H. The LESSEE covenants and agrees not to permit or suffer any waste on said premises and not to make any structural changes or alterations in said demised premises without first obtaining the written consent of the LESSORS to the same, together with the LESSORS' approval of the plans and specifications of such intended structural changes and alterations and that having obtained such consent and approval, the LESSEE will, at LESSEE's own cost and expense, make the same within the time (subject to delays beyond the LESSEE's control) and in such manner as shall be so approved and indemnify and save harmless the LESSOR and said demised premises from and against any and all liens, claims for damages and other charges and claims of every kind and nature incurred in or arising from the same.

I. The said LESSORS hereby covenant to and with the LESSEE that if the rents, taxes and assessments and other charges aforementioned shall be paid as hereinabove provided and all of the aforesaid agreements, covenants, conditions and stipulations shall be performed by the LESSEE as hereinbefore provided, the LESSEE shall have the peaceable possession and enjoyment of the premises herein leased, without let, hindrance or disturbance of any person whatsoever to the end of said term.

J. Whenever any construction, alteration, addition, improvements or repairs to the premises are contemplated by the LESSEE or whenever LESSEE contemplates or commences or causes the commencement of any work or employs any persons to do such work as may be construed as creating Workmen's Compensation Liability on the LESSORS, then and in any such event, prior to such commencement of any work or employment of such persons, the LESSEE shall, at LESSEE's own cost and

expense, furnish the LESSORS with proper and sufficient insurance coverage, in a reputable insurance company authorized to do business in Broward County, Florida, and to indemnify and hold LESSORS harmless from any loss, damage and liability arising out of or in connection with such work or the employment of persons as herein described.

K. It being understood that LESSEE is required to make all repairs and perform at its cost all maintenance on the improvements constructed on the demised premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

Signed, sealed and delivered in the presence of:

LESSOR

JULY INVESTMENT CORP., a Florida corporation

By

VICE PRES.

Allen H. Condon
Allen H. Condon

LESSEE

LEADERSHIP HOUSING, INC., a Delaware corporation

By

VICE PRES.

Traci F. Spitzer
Mary Ann Gentry

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

BEFORE ME personally appeared ALLEN H. CONDON to me known and known to me to be the individual described in and who executed the foregoing instrument as VICE PRES. of JULY INVESTMENT CORP., a Florida corporation, and acknowledged to and before me that he executed such instrument as such of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 21 day of March, 1973

Allen H. Condon
Notary Public,
State of Florida at Large

My commission expires: 7-12-76

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

BEFORE ME personally appeared DAVID RIESE to me well known and known to me to be the individual described in and who executed the foregoing