

*Managed copy*

Right-Click(PC) or Ctrl-Click(MAC) here to Return to Site

**"SHANNON ESTATE HOMES"**

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING DOCUMENTS:

- 1) BYLAWS OF SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION.
- 2) ARTICLES OF AMENDMENT TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC. (f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., and a/f/k/a/ NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION)
- 3) AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SHANNON ESTATE HOMES (f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., and a/f/k/a/ NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION)

DATE: \_\_\_\_\_

BUYER(S): \_\_\_\_\_

\_\_\_\_\_



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

May 13, 2003

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

Re: Document Number N08677

The Articles of Amendment to the Articles of Incorporation for SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC. which changed its name to SHANNON LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on May 9, 2003.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Susan Payne  
Senior Section Administrator  
Division of Corporations

Letter Number: 403A00029324

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 9, 2003, to Articles of Incorporation for SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC. which changed its name to SHANNON LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N08677.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirteenth day of May, 2003



CR2EO22 (2-03)

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

**AMENDMENT TO  
ARTICLES OF INCORPORATION  
SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.**

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

ARTICLES OF INCORPORATION  
OF  
SHANNON ESTATE HOMES LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

The name of the corporation shall be SHANNON LAKE MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. (f/k/a Shannon Estate Homes Homeowners Association, Inc. and a/f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. and, a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit, which is hereinafter referred to as the "Association."

Prepared by:

**Randall K. Roger & Associates, P.A.**  
621 NW 53<sup>rd</sup> Street, Suite 300  
Boca Raton, Florida 33487

INSTR # 102798595  
OR BK 34896 Pages 1341 - 1344  
RECORDED 04/07/03 15:33:55  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1913  
#1, 4 Pages

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SHANNON ESTATE HOMES F/K/A MEDICI ESTATES AND THE  
ARTICLES OF INCORPORATION AND BY-LAWS OF SHANNON ESTATE  
HOMES HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions for Shannon Estate Homes f/k/a Medici Estates, and Articles of Incorporation and By-Laws of Shannon Estate Homes Homeowners Association, Inc., Exhibits to the Declaration, as described in Official Records Book 17360 at Page 0952, of the Public Records of Broward County, Florida were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of FEB.,  
2003 ~~2002~~, at FT. LAUDERDALE, BROWARD County, Florida.

By: Gea Slack as President

Print: Gea Slack

Attest: Jami A. Haggerty

Print: Jami A. Haggerty

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Feb, 2003 by GEA SLACK as President and JAMI HAGGERTY as Secretary of Shannon Estate Homes Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.


NOTARY PUBLIC:

sign Bobbi Massoth

print Bobbi Massoth

State of Florida at Large

My Commission Expires:

 Bobbi Massoth  
My Commission CC882477  
Expires October 24, 2003

**AMENDMENT TO  
THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SHANNON ESTATE HOMES, AND THE  
ARTICLES OF INCORPORATION AND BY-LAWS OF  
SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.**

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

**ARTICLE 1**

**DEFINITIONS**

1.3. "Association" means Shannon Estate ~~Homes~~ Lake Estates Homeowners Association, Inc. (~~f/k/a Shannon Estate Homes Homeowners Association, Inc.~~ and a/f/k/a MEDICIESTATES HOMEOWNERS ASSOCIATION, INC. and, a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit, its successors and assigns.

1.18. "Property" means all the existing real estate, and any additions thereto, which is subject to this Declaration. The Property shall be commonly known as "Shannon Estate Homes Lake Estates".

**ARTICLE 4**

**PROPERTY RIGHTS IN THE COMMON AREAS**

4.1. Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Owners of all Lots. When all Lots proposed by the developer to be constructed within Shannon Estate ~~Homes~~ Lake Estates have been conveyed to Owners, and have been completed, the Developer shall convey the record fee simple title to the Common Areas to the Association by quitclaim deed, and the Association shall accept such conveyance, holding title for the benefit of the Owners. Beginning upon the date these covenants are recorded, the Association shall be responsible for the maintenance of the Common Areas, in a continuous and satisfactory manner without cost to the general taxpayers of Broward County or the City of Sunrise, Florida. It is intended that all real estate taxes levied against the Common Areas shall be proportionately assessed against and payable as part of the real estate taxes on the Lots. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of same from and after the date this Declaration is recorded. Such taxes shall be

prorated between the Developer and the Association as of the date of such recordation. The Developer shall have the right to enter upon and use the Common Areas as long as it owns any Lot including, but not limited to, during periods of construction of any improvements on the Common Areas that the Developer elects to build. The Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sale of the Lots.

ARTICLES OF INCORPORATION  
OF  
SHANNON ESTATE HOMES LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

The name of the corporation shall be SHANNON LAKE MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. (f/k/a Shannon Estate Homes Homeowners Association, Inc. and a/f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. and, a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit, which is hereinafter referred to as the "Association."

BYLAWS  
OF  
SHANNON ESTATE HOMES LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

The name of the corporation is ~~SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.~~ SHANNON LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association". The principal office of the Association shall be located at Miami-Dade County, Florida, but meetings of members and directors may be held at such places within Miami-Dade or Broward County, Florida, as may be designated by the Board of Directors.

ARTICLE 2

DEFINITIONS

2.3 "Association" means ~~SHANNON ESTATE HOMES LAKE ESTATES~~ HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

...

2.18 "Property" means all the existing real estate, and any additions thereto, which is subject to the Declaration of Covenants and Restrictions for Shannon Estate ~~Homes Lake~~ Estates. The Property shall be commonly known as "~~Shannon Estate Homes Lake Estates~~".

...

ARTICLE 14

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Shannon Estate ~~Homes Lake~~ Estates Homeowners Association, Inc., a Florida corporation not for profit and the year of incorporation.



**ARTICLES OF AMENDMENT**

to

**ARTICLES OF INCORPORATION**

of

Shannon Estate Homes Homeowners Association, Inc  
(present name)

ND 8677

(Document Number of Corporation (If known))

*Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.*

**FIRST:** Amendment(s) adopted: (INDICATE ARTICLE NUMBER (S) BEING AMENDED, ADDED OR DELETED.)

Article 1

**SECOND:** The date of adoption of the amendment(s) was: 10-19-02

**THIRD:** Adoption of Amendment (CHECK ONE)

- The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

Muri Slack

Signature of Chairman, Vice Chairman, President or other officer

GERI Slack

Typed or printed name

PRESIDENT

Title

4-10-03

Date

**AMENDMENT TO  
ARTICLES OF INCORPORATION  
SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.**

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

**ARTICLES OF INCORPORATION  
OF  
SHANNON ESTATE ~~HOMES~~ LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1**

**NAME**

The name of the corporation shall be SHANNON LAKE MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. (f/k/a Shannon Estate Homes Homeowners Association, Inc. and a/f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. and, a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit, which is hereinafter referred to as the "Association."

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

INSTR # 102731111  
OR BK 34755 Pages 1186 - 1188  
RECORDED 03/15/03 10:38:55  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 2165  
#1, 3 Pages

**CERTIFICATE OF AMENDMENT  
OF  
THE ARTICLES OF INCORPORATION AND BY-LAWS OF  
SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC**

WE HEREBY CERTIFY THAT the attached amendments to the Articles of Incorporation and By-Laws, an exhibit to the Declaration of Covenants and Restrictions of Shannon Estate Homes, as described in Official Records Book 17360 at Page 952 of the Public Records of Broward County, Florida were duly adopted in accordance with the Articles of Incorporation and By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of Nov., 2002, at SUNRISE, Broward County, Florida.

By: Gerri Slack as President

Print: Gerri Slack

Attest: Jami Haggerty

Print: Jami Haggerty

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Nov. 2002, by GERI SLACK as President and JAMI HAGGERTY as Secretary of Shannon Estate Homes Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

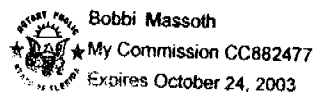
NOTARY PUBLIC:

sign Bobbi Massoth

print Bobbi Massoth

State of Florida at Large

My Commission Expires:



3

AMENDMENT TO THE  
ARTICLES OF INCORPORATION AND BY-LAWS OF  
SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE 6

BOARD OF DIRECTORS

...

6.2. Board of Directors. The names and addresses of the Persons constituting the current Board of Directors, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

NAME	ADDRESS
Alan Ojeda	848 Brickell Avenue Suite1010 Miami, Florida 33131
Maria Castro	848 Brickell Avenue Suite1010 Miami, Florida 33131
Harry Mangos	1103 NW 132 Avenue Sunrise, Florida 33325

~~At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a term of two (2) years. Commencing with the Annual Meeting of July, 2002, Directors' terms of service shall be as set forth in the By-Laws.~~

## TO THE BY-LAWS

### ARTICLE 4

#### BOARD OF DIRECTORS

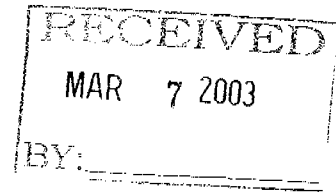
...

4.2 Term of Office. Effective as of the annual election in 2002, the term of each Director's service shall be for one (1) year or until his or her successor is duly elected and qualified. ~~The initial Board of Directors designated in the Articles shall serve until the Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) Director for a term of three (3) years. If a Directors for any reason ceases to be a Directors, the remaining Directors may elect a successor to fill the vacancy for the balance of the unexpired term.~~

...



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State



March 5, 2003

SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.  
% MIAMI MANAGEMENT  
1189 Sawgrass Corporate Parkway  
Sunrise, FL 33323

Re: Document Number N08677

The Articles of Amendment to the Articles of Incorporation for SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on February 28, 2003.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Louise Flemming-Jackson  
Document Specialist Supervisor  
Division of Corporations

Letter Number: 903A00013973

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 28, 2003, to Articles of Incorporation for SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N08677.



CR2EO22 (2-03)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifth day of March, 2003

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

ARTICLES OF AMENDMENT

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

to

2003 FEB 28 AM 10:48

ARTICLES OF INCORPORATION

of

SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.  
(present name)

N08677

(Document Number of Corporation (If known))

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted: (INDICATE ARTICLE NUMBER(S) BEING AMENDED, ADDED OR DELETED.)

Article 6, Section 6.2 is being amended.

SECOND: The date of adoption of the amendment(s) was: September 26, 2002.

THIRD: Adoption of Amendment (CHECK ONE)

- The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

Muri Slack - President  
Signature of Chairman, Vice Chairman, President or other officer

Geri Slack  
Typed or printed name

PRESIDENT  
Title

11-24-02  
Date



AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE 6

BOARD OF DIRECTORS

...

6.2. Board of Directors. The names and addresses of the Persons constituting the current Board of Directors, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

NAME	ADDRESS
Alan Ojeda	848 Brickell Avenue Suite1010 Miami, Florida 33131
Maria Castro	848 Brickell Avenue Suite1010 Miami, Florida 33131
Harry Mangos	1103 NW 132 Avenue Sunrise, Florida 33325

~~At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a term of two (2) years. Commencing with the Annual Meeting of July, 2002, Directors' terms of service shall be as set forth in the By-Laws.~~

98-601551 T#001  
10-14-98 09:05AM

Prepared by/Return to:  
Broward Limited, LTD  
c/o Miami Management  
1189 Sawgrass Corporate Parkway  
Sunrise, FL 33323

Shannon Estates Homeowners Association - Amendments to existing documents.  
New Text Underlined

Changes to Section 7.8 - Entitled: Commercial Trucks, Trailers, Campers and Boats Under Use Restrictions:

No Commercial trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers or trailers of every other description shall not be permitted to be parked or to be stored on any lot in Shannon Estates, at any time, for a period longer than twenty-four (24) hours, except that (i) such vehicle may be parked on a Lot during periods of approved construction on such Lot; (ii) such vehicles may be stored within garages or behind patio walls or in designated areas not visible from the Common Areas as from other Lots, (iii) such vehicles may be used by the Association or other permitted entities, whether in connection with the maintenance of the Common Areas or otherwise. This prohibition of parking shall not apply to the Developer's sales office or other sales areas of the Developer or to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery include any van with windows to service the rear seats; the term "commercial vehicle shall include any vehicle which contains any trade or business name or any advertising whatsoever on the body of such vehicle or storage of commercial debris and property.

PARKING:

No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the roadways, sidewalks or swale areas of Shannon Estates at any time. This regulation shall not apply to: (i) residents who have construction in progress on their home or property; (ii) prohibit routine deliveries by tradesman, or the use of trucks or commercial vehicles making service calls.

No vehicle shall be maintained or repaired upon portion of the property except within a closed garage and totally isolated from public view. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current license plats shall not remain upon any portion of the property, except within a wholly enclosed garage fully shielded from view.


SIGNS:

Only one (1) sign not to exceed 2X2 in size advertising homes for "sale" or "lease" may be displayed. Signs must be professionally made and rider signs are prohibited. No owner or resident of Shannon Estates shall display any sign, advertisement or notice of any type on private property or common areas. "Open House" and "Garage Sale" signs, require Association approval by the Board of Directors, prior to sign being installed.

RULE MAKING POWER BY BOARD OF DIRECTORS:


The Use Restrictions set forth in this document shall not be deemed to be all inclusive or restrict the right of the Association to adopt such reasonable rules and regulations governing the use of Shannon Estates as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful Shannon Estates residents without discriminating on the basis of a home being occupied by an owner or lease.


The undersigned hereby certifies that the above is a true and correct recitation dated this 2nd day of September, 1998.

  
Bobby Baillio, Vice President  
Shannon Estates Homeowners Association

I HEREBY CERTIFY that on this 28th day of September, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Bobby Baillio, II well known to me or has produced himself identification that he is the VICE PRESIDENT of the Shannon Estates Homeowners Association Corporation and he acknowledges executing the incorporated AMENDMENT voluntarily under the authority vested in him by this Corporation.

  
NOTARY PUBLIC STATE OF FLORIDA

  
Printed name of Notary Public

  
Heather Zingmond  
MY COMMISSION # 00527727 EXPIRES  
January 27, 2000  
BONDED THRU TROY PAUN INSURANCE, INC.

  
Heather Zingmond  
MY COMMISSION # 00527727 EXPIRES  
January 27, 2000  
BONDED THRU TROY PAUN INSURANCE, INC.

BK 2891 PG 1884



1298-007



FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

September 21, 1994

MARK D. THOMSON  
100 W. CYPRESS CREEK ROAD  
SUITE 700, TRADE CENTRE SOUTH  
FT. LAUDERDALE, FL 33309

Re: Document Number N08677

The Articles of Amendment to the Articles of Incorporation of SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on September 15, 1994.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Linda Stitt  
Corporate Specialist  
Division of Corporations

Letter Number: 394A00042349

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

G:\MDT\1298\1298007B.TAM

This Instrument Prepared by  
and return to:

WILL CALL *Tri-Country* for

Mark D. Thomson, Esq.  
Greenspoon Marder Hirschfeld  
& Rafkin, P.A.  
100 West Cypress Creek Road  
Suite 700  
Fort Lauderdale, Florida 33309

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
SHANNON ESTATE HOMES (f/k/a MEDICI ESTATES)**

THIS THIRD AMENDMENT to the Declaration of Covenants and Restrictions for Medici Estates (this "Third Amendment"), dated this 31<sup>st</sup> day of AUGUST, 1994, is made by BROWARD 122, LTD., a Florida limited partnership (the "Developer") and SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC. (f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., and also f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit (the "Association").

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants and Restrictions for Medici Estates, dated April 18, 1990 (the "Declaration") was recorded in Official Records Book 17360, at Page 952, of the Public Records of Broward County, Florida; and

WHEREAS, a First Amendment to the Declaration was recorded on June 19, 1990, in Official Records Book 17513, at Page 979 of the Public Records of Broward County, Florida; and

WHEREAS, a Second Amendment to the Declaration was recorded on April 6, 1994 in Official Records Book 21969, at Page 400 of the Public Records of Broward County, Florida; and

WHEREAS, the Association and the Developer wish to record this Third Amendment to reflect additional Amendments, changes and modifications to the Declaration; and

WHEREAS, pursuant to Article 9 of the Declaration, so long as the Developer is the Owner of any Lot affected by the Declaration, the Declaration may be amended, changed, added to or portions may be deleted at any time, and from time to time by the Developer by a duly executed and recorded instrument. In addition, pursuant to

Double Underline text indicates additions.  
Strike-through indicates deletions.

WM22606PC0351

*C*

Article 9, the Developer may, without the consent of Class A members annex into the Property (as defined in Article 1, Section 1.18 of the Declaration) additional Lots or Common Areas by filing an Amendment to the Declaration in the Public Records of Broward County, Florida, executed and acknowledged by the Developer; and

WHEREAS, the amendments set forth herein do not materially or adversely affect any Owner's property rights.

NOW, THEREFORE, the Declaration of Covenants and Restrictions for Shannon Estate Homes is amended as hereinafter set-forth.

Article 1 is hereby amended as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.6 "Common Areas" means all the Property, including the Lake owned by or dedicated to the Association and designated for the use and benefit of Owners and such additional parcels of land as may from time to time be designated by Developer as Common Areas under these Covenants and Restrictions, each such designation to be by recorded instrument. The term "Common Areas" shall also include any improvements within the Common Areas, including landscaping, sidewalks, swells and entrance features, the Entrance Wall, the fountain entry feature with planters, the gated back entry and its landscaping, the landscape hedging in front of the Entry Wall, and the irrigation system, including all plumbing, mechanical and electrical appurtenances in connection therewith, located in front of and behind the Entry Wall along N.W. 8th Street, the gated rear entry to the Property and throughout the other Common Areas, and any other improvement which the Developer or the Association may construct on the Common Areas. The "Common Areas" shall also include:

Lot 1, in Block 7 of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

1.10 "Entrance Wall" means a wall, together with an additional landscape hedge in front of the wall, ~~to be~~ constructed by the Developer and a portion of the Property adjacent to Northwest 8th Street in the City of Sunrise, Florida. The Entrance Wall shall be a part of the Common Areas.

1.13 "Lake" means the private lake, together with the Lake Fountain, which is included as part of the Common Areas and which is shown on the Plat of NEW ORLEANS LAKESITES FIRST ADDITION according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

Double Underline text indicates additions.  
Strike-through indicates deletions.

Article 5 is hereby amended as follows:

ARTICLE 5

ASSESSMENTS

5.5 Working Capital Fund. At the closing of the title of each Lot sold by Developer, the purchase of the Lot thereby becoming an Owner, shall pay a one-time charge of ~~\$25.00~~ a sum equivalent to two (2) months of Regular Assessments then in effect at the time of such closing to the Association, to the working capital fund of the Association. Each Owner shall pay the ~~\$25.00~~ two (2) month regular assessment charge on each Lot acquired by such Owner. All contributions to the working capital fund shall be held by the Association for Common Expenses and said fund shall be used and applied by the Association for Common Expenses and for such other common purposes as the Association deems appropriate. The one-time ~~\$25.00~~ two (2) month regular assessment charge under this Section shall not be considered as an advance payment of any Assessment.

5.7 Effect of Nonpayment of Assessments. If any Assessments, including Limited Assessments, are not paid within fifteen (15) days after the date when due, then a ten (\$10.00) dollar late fee shall also be assessed against the delinquent Owner and shall be added to such Assessment(s) or Limited Assessment(s), and such Assessments shall become delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien on the Lot against which the Assessment was levied. The lien for an Assessment shall encumber a Lot in the hands of the Owner owing the Assessment, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Owner to pay an Assessment, however, shall remain his personal obligation (and shall be the joint and several obligation of each Owner in the event of joint ownership of a Lot) for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

Article 7 is hereby amended as follows:

ARTICLE 7

ASSESSMENTS

7.2 Changes to Homes and Lots. No Owner shall make or permit any modification or authorization to the exterior of any Home, or construct any fence, wall or other structure on a Lot, except with the prior written consent of the Board, which consent maybe withheld by the Board for purely aesthetic reasons. All fences must be of wooden material and be of the shadow box style, the

Double Underline text indicates additions.  
~~Strike through indicates deletions.~~

*3rd Amendment  
8-31-94*

DK22606PG0353

height of which must conform to the City of Sunrise Code Requirements, and shall be painted white only. All fences on the rear of any Lake Lots must be only white aluminum railing fences installed at a height allowed by the City of Sunrise Code. In addition to the requirement of written consent by the Board, no fence of any kind shall be installed on any Lot without first obtaining all required governmental approvals and permits.

7.5 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing surfaces and colors on each Home may be maintained as the originally installed, without prior approval of the Board, but the prior approval by the Board shall be necessary before any such exterior finishing or color is changed. The landscaping of each Home, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by the Developer unless the prior approval for any change is obtained from the Board. No owner shall place objects such as bicycles, toys, barbecue grills, etc., on his Lot unless such objects are concealed from the view of rights of way, the Common Areas and other Lots; however, customary outdoor furniture shall be permitted on the Lot. Statutes, statuettes and similar structures shall not be permitted within any front yard area, visible from the adjacent street, on any Lot. All garage doors, including front, side and rear garage doors shall be kept closed except during access and egress to and from the garages, and shall not be left open for an extended unreasonable period of time.

7.14 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets must either be on a leash or within a pet carrier or car at all times when outside the Owner's dwelling. No Owner shall permit his pet to become a nuisance or annoyance to any neighbor.

All of the terms and provisions of the Declaration of Covenants and Restrictions for Shannon Estate Homes (f/k/a Medici Estates), not specifically amended or altered hereby shall continue in full force and effect.

IN WITNESS WHEREOF, BROWARD 122, LTD. and SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., have caused these presence to be executed in their name and their seals affixed hereto this 31<sup>st</sup> day of AUGUST, 1994.

[signatures and acknowledgements follow]

Double Underline text indicates additions.  
Strike through indicates deletions.

305

591 3670

x 259

Signed, sealed and delivered  
in the presence of:

BROWARD 122, LTD., a  
Florida limited partnership

By: Rilea Development  
Corporation, a Florida  
corporation, its General  
Partner

Sign: Louderes Troche  
Print: LOURDES TROCHE

By: Alan Ojeda  
Alan Ojeda, Vice  
President

Sign: Deborah Monaco  
Print: DEBORAH MONACO

SHANNON ESTATE HOMES HOMEOWNERS  
ASSOCIATION, INC., a Florida  
corporation not for profit,  
(f/k/a Medici Estates  
Homeowners Association, Inc.  
and also f/k/a New Orleans  
Lakesites First Addition Home  
Owners Association, Inc.)

Sign: Louderes Troche  
Print: LOURDES TROCHE

By: Alan Ojeda  
Alan Ojeda, President

Sign: Deborah Monaco  
Print: DEBORAH MONACO

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF DADE     )

The foregoing instrument was acknowledged before me this 31  
day of August, 1994, by ALAN OJEDA, as Vice President of  
Rilea Development Corporation, a Florida corporation, the General  
Partner of Broward 122, Ltd., a Florida limited partnership. He  
is personally known to me or has produced \_\_\_\_\_ (type  
of identification) as identification.

My Commission expires:

Gustavo Ceballos  
NOTARY PUBLIC, STATE OF FLORIDA  
Print name:  
Commission No: \_\_\_\_\_



"OFFICIAL SEAL"  
Gustavo Ceballos  
My Commission Expires 4/5/97  
Commission #CC 274189

Double Underline text indicates additions,  
Strike through indicates deletions.

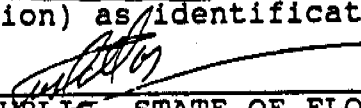
DK22606PG0355



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 31 day of AUGUST, 1994, by ALAN OJEDA, as President of SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, (f/k/a Medici Estates Homeowners Association, Inc. and also f/k/a New Orleans Lakesites First Addition Home Owners Association, Inc.) He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

My Commission expires:

  
NOTARY PUBLIC, STATE OF FLORIDA  
Print name: \_\_\_\_\_  
Commission #NO: \_\_\_\_\_



OFFICIAL SEAL  
Gustavo Ceballos  
My Commission Expires 4/5/97  
Commission #CC 274189

NOTARY PUBLIC  
STATE OF FLORIDA  
GUSTAVO CEBALLOS  
COMMISSION #CC 274189  
EXPIRES 4/5/97

BX22606PG0356

CONSENT OF MEMBER OF SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC. (f/k/a MEDICI  
ESTATES HOMEOWNERS ASSOCIATION, INC. AND  
a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION  
HOME OWNERS ASSOCIATION) TO ACTION TAKEN  
WITHOUT MEETING AND VOTE OF MEMBERS

The undersigned member of Shannon Estate Homes Homeowners Association, Inc. (f/k/a Medici Estates Homeowners Association, Inc. and also f/k/a New Orleans Lakesites First Addition Home Owners Association, Inc.) holds a majority of the total votes of the membership which would have been entitled to vote upon any action of the Association being taken, and as such, and pursuant to Section 3.8 of Article 3 of the Bylaws of the Association, hereby authorizes the following action be taken without a meeting and vote of members:

The following portion of Article 2 of the Associations' Bylaws are hereby amended to read as follows (deleted language is lined through and added language is double-underlined):

BYLAWS

OF

SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.

ARTICLE 2

DEFINITIONS

2.6 "Common Areas" means all the Property, including the Lake owned by or dedicated to the Association and designated for the use and benefit of Owners and such additional parcels of land as may from time to time be designated by Developer as Common Areas under these Covenants and Restrictions, each such designation to be by recorded instrument. The term "Common Areas" shall also include any improvements within the Common Areas, including landscaping, sidewalks, swells and entrance features, the Entrance Wall, the

fountain entry feature with planters, the gated back entry and its landscaping, the landscape hedging in front of the Entry Wall, and the irrigation system, including all plumbing, mechanical and electrical appurtenances in connection therewith, located in front of and behind the Entry Wall along N.W. 8th Street and throughout the other Common Areas, and any other improvement which the Developer or the Association may construct on the Common Areas. The "Common Areas" shall also include:

Lot 1, in Block 7 of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

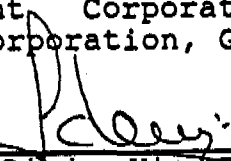
2.10 "Entrance Wall" means a wall, together with an additional landscape hedge in front of the wall, to be constructed by the Developer and a portion of the Property adjacent to Northwest 8th Street in the City of Sunrise, Florida. The Entrance Wall shall be a part of the Common Areas.

2.13 "Lake" means the private lake, together with the Lake Fountain, which is included as part of the Common Areas and which is shown on the Plat of NEW ORLEANS LAKESITES FIRST ADDITION according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

All of the terms and provisions of the Bylaws for Shannon Estate Homes Homeowners Association, Inc. not specifically amended or altered hereby shall continue in full force and effect.

MEMBER:

BROWARD 122 LTD., a Florida limited partnership By: Rilea Development Corporation, a Florida corporation, General Partner

By:   
Alan Ojeda, Vice President

Date: August 31<sup>st</sup>, 1994.

ARTICLES OF AMENDMENT TO THE AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC. (f/k/a MEDICI ESTATES  
HOMEOWNERS ASSOCIATION, INC., AND a/f/k/a NEW  
ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION)

TO: Florida Department of State  
Division of Corporations  
Tallahassee, Florida 32304

FILED  
04 SEP 15 AM 11:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1006 of the Florida Statutes, the undersigned not for profit corporation adopts the following Articles of Amendment to its Amended and Restated Articles of Incorporation (deleted language is lined through, added language is double-underlined):

ARTICLE 6

BOARD OF DIRECTORS

6.1 Management by Directors. The property, business and affairs of the Association shall be managed and governed by the Board, which shall consist of not less than two (2) persons nor more than nine (9) persons as the members shall from time to time determine. Until the Class B membership has ceased and been converted to Class A membership, the ~~initial~~ Board of Directors and succeeding Boards shall be comprised of ~~two (2)~~ three (3) members. The Bylaws shall provide for meetings of directors.

6.2 Initial Board of Directors. The names and addresses of the Persons constituting the current Board of Directors who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

<u>NAME</u>	<u>ADDRESS</u>
Alan Ojeda	848 Brickell Avenue Suite 1010 Miami, Florida 33131
Maria Castro	848 Brickell Avenue Suite 1010 Miami, Florida 33131
<u>Harry Mangos</u>	<u>1103 N.W. 132nd Avenue</u> <u>Sunrise, Florida 33325</u>

At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall elect one (1) Director for term of one (1) year, and one (1) Director for a term of two (2) years; and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a term of two (2) years.

Other than as amended herein, the Amended and Restated Articles of Incorporation of Shannon Estate Homes Homeowners Association, Inc. (f/k/a Medici Estates Homeowners Association, Inc., and a/f/k/a New Orleans Lakesites First Addition Home Owners Association) remain unchanged and in full force and effect. Pursuant to 9.1 of Article 9 of the company's Amended and Restated Articles of Incorporation, the Articles may be amended by the Developer alone without the consent of the members or the Board, provided the Developer owns any lot within the subject development. The Developer continues to own multiple lots. No vote of the members or the Board is therefore required in order to amend the Articles. The company has received written notice dated August 31st, 1994 from the Developer regarding these Amendments. A copy of said notice is attached as Exhibit A.

Dated August 31<sup>st</sup>, 1994.

SHANNON ESTATE HOMES HOMEOWNERS  
ASSOCIATION, INC. (f/k/a MEDICI  
ESTATES HOMEOWNERS ASSOCIATION,  
INC. AND a/f/k/a NEW ORLEANS  
LAKESITES FIRST ADDITION HOME  
OWNERS ASSOCIATION)

By:   
ALAN OJEDA  
President/Treasurer/Director

By:   
MARIA CASTRO  
Vice President/Secretary/Director

Exhibit A

BROWARD 122, LTD.  
848 Brickell Avenue, Suite 1010  
Miami, Florida 33131

August 31<sup>st</sup>, 1994

To:

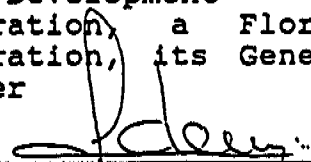
SHANNON ESTATE HOMES HOMEOWNER'S ASSOCIATION, INC.  
848 Brickell Avenue, Suite 1010  
Miami, Florida 33131

Re: Notice from Broward 122, Ltd. (the "Developer") to  
Shannon Estate Homes Homeowner's Association, Inc. (the  
"Association") regarding Amended and Restated Articles of  
Incorporation

The Developer hereby gives its written notice to the Association of its intent to Amend and Restate the Articles of Incorporation of the Association, as Amended and Restated, which is being filed with the Florida Secretary of State, Division of Corporations. A copy of the Amended and Restated Articles of Incorporation of the Association, which is being submitted to the State is available at the address of the office of the Developer, listed above.

BROWARD 122, LTD., a  
Florida limited partnership

By: Rilea Development  
Corporation, a Florida  
corporation, its General  
Partner

By:   
Alan Ojeda, Vice  
President

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
SHANNON ESTATE HOMES (f/k/a MEDICI ESTATES)**

THIS SECOND AMENDMENT to Declaration of Covenants and Restrictions dated this 29<sup>th</sup> day of November, 1993, made by BROWARD 122, LTD., a Florida Limited Partnership (the "Developer") and SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. and also f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit (the "Association").

W I T N E S S E T H

WHEREAS, the Declaration of Covenants and Restrictions for Medici Estates dated April 18, 1990 (the "Declarations") was recorded in Official Records Book 17360, at Page 952, of the Public Records of Broward County, Florida; and

WHEREAS, a First Amendment to Declaration of Covenants and Restrictions for Medici Estates was recorded on June 19, 1990 in Official Records Book 17513 at Page 979 of the Public Records of Broward County, Florida; and

WHEREAS, the Association has amended the Declaration of Covenants and Restrictions for Medici Estates and has further amended the Bylaws which are attached as Exhibit "B" to the Declaration; and

WHEREAS, the Association and the Developer wish to record this Second Amendment to the Declaration to reflect the amendments to the Declaration of Covenants and Restrictions for Medici Estates and also to reflect further changes in the Bylaws;

NOW, THEREFORE, the Developer and the Association hereby confirm that the following sections of the Declaration of Covenants and Restrictions for Medici Estates and the following sections of the Association's Bylaws have been amended to read as follows: (unless otherwise indicated below, deleted language has been lined through and added language has been bolded):

BK21969PG0400

↓

5  
(4) *MS*

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ~~MEDICI ESTATES~~ SHANNON ESTATE HOMES

ARTICLE 1

DEFINITIONS

1.3. "Association" means ~~MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. (f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.)~~ SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., [f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. and a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.], a Florida corporation not for profit, its successors and assigns.

1.18. "Property" means all the existing real estate, and any additions thereto, which is subject to this Declaration. The Property shall be commonly known as "~~Medici Estates~~" "Shannon Estate Homes."

ARTICLE 4

PROPERTY RIGHTS IN THE COMMON AREAS

4.1. Ownership. In line 4 of this Section 4.1, the words Medici Estates shall be deleted and substituted in their place shall be the words Shannon Estate Homes.

BYLAWS

OF

~~MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.~~

SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

The name of the corporation is ~~MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.~~ SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association." The principal office of the Association shall be located at Dade County, Florida, but meetings of members and directors may be held at such places within Dade or Broward County, Florida, as may be designated by the Board of Directors.



ARTICLE 2

DEFINITIONS

2.3 "Association" means ~~MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.~~ SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

2.18 "Property" means all the existing real estate, and any additions thereto, which is subject to ~~this Declaration~~ the Declaration of Covenants and Restrictions for Shannon Estate Homes. The Property shall be commonly known as "~~Medici Estates~~" "Shannon Estate Homes."

ARTICLE 14

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: ~~MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.~~ SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit and the year of incorporation.

THIS AMENDMENT, has been executed as of the date set forth above.

BROWARD 122 LTD., a Florida Limited Partnership By: Rilea Development Corporation, a Florida Corporation, General Partner

Landis Stock  
Witness  
[Signature]  
Witness

By: [Signature]  
Alan Ojeda, Vice President

SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, (f/k/a Medici Estates Homeowners Association, Inc., and a/f/k/a New Orleans Lakesites First Addition Home Owners Association)

Landis Stock  
Witness  
[Signature]  
Witness

By: [Signature]  
Alan Ojeda, President

STATE OF FLORIDA)  
  ) ss  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 1993, by Alan Ojeda, as Vice President of Rilea Development Corporation, a Florida Corporation, the General Partner of Broward 122 Ltd., a Florida Limited Partnership, on behalf of the limited partnership. He personally appeared before me at the time of notarization, and is personally known to me or

BK21969P60402



ARTICLES OF AMENDMENT TO THE AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC. (f/k/a MEDICI ESTATES  
HOMEOWNERS ASSOCIATION, INC., and a/f/k/a NEW  
ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION)

TO: Department of State  
Tallahassee, Florida 32304

94 FEB 14 PM 3:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

Pursuant to the provisions of Section 617.1006 of the Florida Statutes, the undersigned corporation not for profit adopts the following Articles of Amendment to its Amended and Restated Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be ~~MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.~~ SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is hereinafter referred to as the "Association."

ARTICLE 2

DEFINITIONS

2.17. "Property" means all the existing real estate, and any additions thereto, which is subject to the Declaration, as it may be amended or modified from time to time. The Property shall be commonly known as ~~"Medici Estates"~~ "Shannon Estate Homes".

ARTICLE 5

MEMBERS

5.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners except the Developer (as long as the Class B membership shall exist,

and thereafter the Developer shall be a Class A member to the extent it would otherwise qualify). Each Class A member shall be entitled to one vote for each Lot in which it holds a fee simple interest. When more than one Person holds a fee simple interest in a Lot, all such Persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to one (1) vote for each Lot owned by it, plus two (2) votes for each vote which the Class A members are entitled to cast from time to time. The Class B membership shall cease and terminate five (5) years after the last Lot to be developed in ~~Medici Estates~~ Shannon Estate Homes has been sold and conveyed by Developer, or sooner at the election of the Developer, whereupon the Class A members shall be obligated to elect the Board and assume control of the Association.

## ARTICLE 6

### BOARD OF DIRECTORS

6.1. Management by Directors. The property, business and affairs of the Association shall be managed and governed by the Board, which shall consist of not less than ~~three (3)~~ two (2) persons nor more than nine (9) persons as the members shall from time to time determine. Until the Class B membership has ceased and been converted to Class A membership, the ~~initial~~ Board of Directors and succeeding Boards shall be comprised of ~~three (3)~~ two (2) members. The bylaws shall provide for meetings of directors.

6.2. Initial Board of Directors. The names and addresses of the Persons constituting the current Board of Directors who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

<u>NAME</u>	<u>ADDRESS</u>
Alan Ojeda	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>
	848 Brickell Avenue Suite 1010 Miami, Florida 33131
<del>Mabel Gutierrez</del>	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>

Maria Castro

~~2655 LeJeune Road  
Suite 612  
Coral Gables, FL 33134~~

848 Brickell Avenue  
Suite 1010  
Miami, Florida 33131

At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall elect one (1) Director for a term of one (1) year, and one (1) Director for a term of two (2) years; ~~and one (1) Directors for a term of three (3) years~~ and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a term of ~~three (3)~~ two (2) years.

#### ARTICLE 7

##### OFFICERS

7.3. Current Officers. The names and addresses of the current officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Alan Ojeda	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>
		848 Brickell Avenue Suite 1010 Miami, FL 33131
Vice President	Maria Castro	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>
		848 Brickell Avenue Suite 1010 Miami, FL 33131
Secretary	<del>Mabel Gutierrez</del>	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>
	Maria Castro	848 Brickell Avenue Suite 1010 Miami, FL 33131

Treasurer

Alan Ojeda

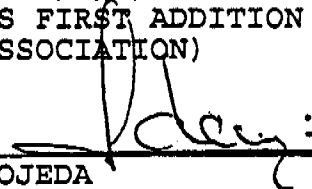
~~2655 LeJeune Road  
Suite 612  
Coral Gables, FL 33134~~

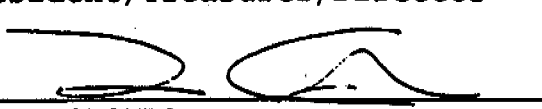
848 Brickell Avenue  
Suite 1010  
Miami, FL 33131

Other than as amended herein, the Amended and Restated Articles of Incorporation of Shannon Estate Homes Homeowners Association, Inc. (f/k/a Medici Estates Homeowners Association, Inc., and a/f/k/a New Orleans Lakesites First Addition Home Owners Association) remain unchanged and in full force and effect. Pursuant to 9.1 of Article 9 of the company's Amended and Restated Articles of Incorporation, the Articles may be amended by the Developer alone without the consent of the members or the Board, provided the Developer owns any lot. The Developer continues to own multiple lots. No vote of the members or the Board is therefore required in order to amend the articles. The company has received written notice dated November 29<sup>th</sup>, 1993 from the Developer regarding these amendments. A copy of said notice is attached as Exhibit "A".

Dated November 29<sup>th</sup>, 1993.

SHANNON ESTATE HOMES HOMEOWNERS  
ASSOCIATION, INC. (f/k/a MEDICI  
ESTATES HOMEOWNERS ASSOCIATION,  
INC., and a/f/k/a NEW ORLEANS  
LAKESITES FIRST ADDITION HOME  
OWNERS ASSOCIATION)

By:   
ALAN OJEDA  
President/Treasurer/Director

By:   
MARIA CASTRO  
Vice President/Secretary/Director

BROWARD 122, LTD.,  
a Florida Limited Partnership  
By: Rilea Development Corporation,  
a Florida Corporation, General Partner,  
848 Brickell Avenue  
Suite 1010  
Miami, Florida 33131

November 29<sup>th</sup>, 1993

MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.  
848 Brickell Avenue  
Suite 1010  
Miami, Florida 33131

Re: Amendment to Articles of Incorporation

Gentlemen:

Pursuant to Section 2.8 of Article 2 of the Amended and Restated Articles of Incorporation of Medici Estates Homeowners Association, Inc., Broward 122, Ltd., a Florida limited partnership is defined as the "Developer." Pursuant to Section 9.1 of Article 9 of the same articles, the articles may be amended by the Developer alone without the consent of the members or the Board, provided the Developer owns any lot.

As you know, the Developer continues to own multiple lots. The purpose of this notice is to identify for you those portions of the Amended and Restated Articles that we seek to amend as follows: (deleted language is lined through, and added language is bolded):

#### ARTICLE 1

##### NAME

The name of the corporation shall be ~~MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.~~ **SEANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, which is hereinafter referred to as the "Association."

#### ARTICLE 2

##### DEFINITIONS

2.17. "Property" means all the existing real estate, and any additions thereto, which is subject to the Declaration, as

**EXHIBIT "A"**

it may be amended or modified from time to time. The Property shall be commonly known as "~~Medici Estates~~" "Shannon Estate Homes".

## ARTICLE 5

### MEMBERS

5.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners except the Developer (as long as the Class B membership shall exist, and thereafter the Developer shall be a Class A member to the extent it would otherwise qualify). Each Class A member shall be entitled to one vote for each Lot in which it holds a fee simple interest. When more than one Person holds a fee simple interest in a Lot, all such Persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to one (1) vote for each Lot owned by it, plus two (2) votes for each vote which the Class A members are entitled to cast from time to time. The Class B membership shall cease and terminate five (5) years after the last Lot to be developed in ~~Medici Estates~~ Shannon Estate Homes has been sold and conveyed by Developer, or sooner at the election of the Developer, whereupon the Class A members shall be obligated to elect the Board and assume control of the Association.

## ARTICLE 6

### BOARD OF DIRECTORS

6.1. Management by Directors. The property, business and affairs of the Association shall be managed and governed by the Board, which shall consist of not less than ~~three-(3)~~ two (2) persons nor more than nine (9) persons as the members shall from time to time determine. Until the Class B membership has ceased and been converted to Class A membership, the initial Board of Directors and succeeding Boards shall be comprised of ~~three-(3)~~ two (2) members. The Bylaws shall provide for meetings of Directors.

6.2. Initial Board of Directors. The names and addresses of the Persons constituting the current Board of Directors who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:



Medici Estates Homeowners Association, Inc.  
November 26<sup>th</sup>, 1993  
Page -3-

<u>NAME</u>	<u>ADDRESS</u>
Alan Ojeda	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del> 848 Brickell Avenue Suite 1010 Miami, Florida 33131
<del>Mabel Gutierrez</del>	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>
Maria Castro	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del> 848 Brickell Avenue Suite 1010 Miami, Florida 33131

At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall elect one (1) Director for a term of one (1) year, and one (1) Director for a term of two (2) years; and ~~one (1) Directors for a term of three (3) years~~ and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a term of ~~three (3) two (2) years.~~

#### ARTICLE 7

##### OFFICERS

7.3. Current Officers. The names and addresses of the current officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Alan Ojeda	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>


Medici Estates Homeowners Association, Inc.  
November 25<sup>th</sup>, 1993  
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		848 Brickell Avenue Suite 1010 Miami, FL 33131
Vice President	Maria Castro	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>
		848 Brickell Avenue Suite 1010 Miami, FL 33131
Secretary	<del>Mabel Gutierrez</del> Maria Castro	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>
		848 Brickell Avenue Suite 1010 Miami, FL 33131
Treasurer	Alan Ojeda	<del>2655 LeJeune Road Suite 612 Coral Gables, FL 33134</del>
		848 Brickell Avenue Suite 1010 Miami, FL 33131

Based upon this notice to you, please make arrangements for the proper execution and filing with the Florida Secretary of State of Articles of Amendment to the Amended and Restated Articles of Incorporation of Shannon Estate Homes Homeowners Association, Inc. (f/k/a Medici Estates Homeowners Association, Inc., and also f/k/a New Orleans Lakesites First Addition Home Owners Association).

Very truly yours,

BROWARD 122 LTD., a Florida  
Limited Partnership By: Rilea  
Development Corporation, a Florida  
Corporation, General Partner

By:   
Alan Ojeda, Vice President

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.  
(FORMERLY KNOWN AS NEW ORLEANS LAKESITES  
FIRST ADDITION HOME OWNERS ASSOCIATION)

In accordance with the provisions of Sections 617.018 and 617.0201 of the Florida Not For Profit Corporation Act (the "Act"), New Orleans Lakesites First Addition Home Owners Association, Inc. (the "Association"), hereby amends and restates the Articles of Incorporation (the "Articles") of the Association which were originally filed with the Florida Department of State on April 12, 1985.

By Resolution adopted November 1, 1988, the Board of Directors of the Association amended the Articles for the following purposes:

1. To change the name of the Association to Medici Estates Homeowners Association, Inc.
2. To change the membership requirements and voting rights of the members of the Association.
3. To change the method for amending the Articles.
4. To change the method of electing Directors.
5. To change the definitions set forth in the Articles.
6. To change the format of the Articles in their entirety.

The following Amended and Restated Articles of Incorporation have been duly adopted by the Board of Directors of the Association. All amendments included herein have been adopted in accordance with the provisions of the Act, and there is no discrepancy between the Articles and these Amended and Restated Articles of Incorporation other than the inclusion of amendments adopted pursuant to Section 617.0201(4) of the Act and the omission of matters of historical interest.

ARTICLE 1

NAME

The name of the corporation shall be MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is hereinafter referred to as the "Association."

## ARTICLE 2

### DEFINITIONS

The following words when used in these Articles of Incorporation (unless the context shall prohibit) shall have the following meanings:

2.1. "Articles" means these Articles of Incorporation of the Association as same may be amended from time to time.

2.2. "Assessment" means the share of funds required from each Owner for the payment of Common Expenses. The term "Assessment" includes Regular Assessments, Special Assessments, and Limited Assessments.

2.3. "Board" means the Board of Directors of the Association.

2.4. "Bylaws" means the Bylaws of the Association as same may be amended from time to time.

2.5. "Common Areas" means all real property, including the Lake, owned by or dedicated to the Association and designated for the use and benefit of Owners, and such additional parcels of land as may from time to time be designated by Developer as Common Areas under these covenants and restrictions, each such designation to be by recorded instrument. The term "Common Areas" shall also include any improvements within the Common Areas, including landscaping, sidewalks, swales and entrance features, the Entrance Wall and any other improvements which the Developer or the Association may construct on the Common Areas. The "Common Areas" shall also include:

Lot 1, in Block 7 of NEW ORLEANS LAKESITES  
FIRST ADDITION, according to the Plat thereof  
recorded in Plat Book 123, Page 37 of the  
Public Records of Broward County, Florida

2.6. "Common Expenses" means all expenditures made by the Association and all financial liabilities of the Association, together with any allocations to reserves.

2.7. "Declaration" means the Declaration of Covenants and Restrictions for Medici Estates, recorded or to be recorded in the Public Records of Broward County, Florida, as same may be amended from time to time.

2.8. "Developer" means Broward 122, Ltd., a Florida limited partnership, and its successors and assigns. Broward 122, Ltd. shall at all times have the right to specifically assign its interest and rights as Developer to any successor or nominee.

2.9. "Entrance Wall" means a wall to be constructed by the Developer on a portion of the Property adjacent to Northwest 8th Street in the City of Sunrise, Florida. The Entrance Wall shall be a part of the Common Areas.

2.10. "Home" means any single family residential dwelling constructed or to be constructed on or within a Lot.

2.11. "Institutional Mortgagee" means any bank, savings and loan association, insurance company, FHA approved mortgage lender, an agency of the United States government, any lender generally recognized in Broward County as an institutional-type lender, the Federal National Mortgage Association (FNMA), or any other business entity which holds a first mortgage encumbering title to a Lot.

2.12. "Lake" means the private lake which is included as part of the Common Areas and which is shown on the plat of NEW ORLEANS LAKESITES FIRST ADDITION according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

2.13. "Limited Assessment" means an amount assessed against and payable by an Owner or group of Owners as provided in the Declaration (including, without limitation, "fines") but which does not relate to Common Expenses payable generally by all Owners.

2.14. "Lot" means (i) any platted lot as shown on the plat of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 123, at Page 37, of the Public Records of Broward County, Florida; and (ii) any lot shown upon any resubdivision of the plat of NEW ORLEANS LAKESITES FIRST ADDITION. The Developer reserves the right to adjust the boundary lines between Lots at any time, provided; however, that if at the time of such adjustment fee simple title to either Lot which abuts the boundary to be adjusted is owned of record by a party or parties other than the Developer, the consent of said party or parties must be obtained for said boundary adjustment.

2.15. "Owner" means the record owner, whether one or more Persons, of the fee simple title to a Lot.

2.16. "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

2.17. "Property" means all the existing real estate, and any additions thereto, which is subject to the Declaration, as it may be amended or modified from time to time. The Property shall be commonly known as "Medici Estates."

2.18. "Regular Assessment" means any assessment imposed against all Owners equally for the Common Expenses of the Association which are included in the Association's annual budget. Regular Assessments may be collected monthly, quarterly or semi-annually, as the Association may elect.

2.19. "Rules" means any rules or regulations duly adopted by the Association in accordance with the Bylaws.

2.20. "Special Assessment" means an assessment imposed against all Owners equally for an expense which is not contained in the Association's budget.

### ARTICLE 3

#### DURATION

The Association shall have perpetual existence.

### ARTICLE 4

#### PURPOSES AND POWERS

4.1. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide an entity for the maintenance, management, operation, preservation, and architectural control of the Property, upon which will be constructed single family residences. In furtherance of these purposes, the Association shall have the powers to:

4.1.1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration.

4.1.2. Fix, levy, collect and enforce payment of, by any lawful means, the Assessments; to enforce through appropriate legal means, the running of the Declaration with the Property; and to pay all Common Expenses.

4.1.3. Acquire title to the Common Areas and acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

4.1.4. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of the Common Areas as security for money borrowed or debts incurred;

4.1.5. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners and further subject to such conditions as may be provided in the Declaration;

4.1.6. Engage in such other activities as may be to the mutual benefit of Owners;

4.1.7. Participate in mergers or consolidations with other non-profit corporations organized for the same purposes or annex additional Lots and Common Areas; and

4.1.8. Delegate to, and contract with, a mortgage company, management company, certified public accountant or financial institution, responsibility for collection of the Assessments.

4.2. Without in any way limiting any of the purposes and powers of the Association, the Association is hereby empowered to have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

## ARTICLE 5

### MEMBERS

5.1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Change of ownership shall be established by recording a deed or other instrument establishing record title to a Lot.

5.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners except the Developer (as long as the Class B membership shall exist, and thereafter the Developer shall be a Class A member to the extent it would otherwise qualify). Each Class A member shall be entitled to one vote for each Lot in which it holds a fee simple interest. When more than one Person holds a fee simple interest in a Lot, all such Persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to one (1) vote for each Lot owned by it, plus two (2) votes for each vote which the Class A members are entitled to cast from time to time. The Class B membership shall cease and terminate five (5) years after the last

Lot to be developed in Medici Estates has been sold and conveyed by Developer, or sooner at the election of the Developer, whereupon the Class A members shall be obligated to elect the Board and assume control of the Association.

5.3. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of Owners, and may make provision for regular and special meetings of Owners other than the annual meeting.

## ARTICLE 6

### BOARD OF DIRECTORS

6.1. Management by Directors. The property, business and affairs of the Association shall be managed and governed by the Board, which shall consist of not less than three (3) persons nor more than nine (9) persons, as the members shall from time to time determine. Until the Class B membership has ceased and been converted to Class A membership, the initial Board of Directors and succeeding Boards shall be comprised of three (3) members. The Bylaws shall provide for meetings of Directors.

6.2. Initial Board of Directors. The names and addresses of the Persons constituting the current Board of Directors, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

<u>NAME</u>	<u>ADDRESS</u>
Alan Ojeda	2655 LeJeune Road Suite 612 Coral Gables, Florida 33134
Mabel Gutierrez	2655 LeJeune Road Suite 612 Coral Gables, Florida 33134
Maria Castro	2655 LeJeune Road Suite 612 Coral Gables, Florida 33134

At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a term of three (3) years.

6.3. Election of Members of the Board of Directors. Except for the current Board, Directors shall be elected by the members of the Association at the annual meeting of the membership



as provided by the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election and for removal of Directors from office. All Directors, other than the Directors designated by the Developer, shall be members of the Association and shall reside on the Property at least six (6) months of the year.

6.4. Duration of Office. Members elected to the Board of Directors shall hold office for the term to which they are elected, and thereafter until qualified successors are duly elected and have taken office.

6.5. Vacancies. If a Director elected by the general membership for any reason ceases to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

## ARTICLE 7

### OFFICERS

7.1. Officers Provided For. Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers hereinafter designated, who shall serve at the pleasure of the Board. The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers (i.e., other Vice-Presidents, Assistant Secretaries, and Assistant Treasurers) as the Board may authorize from time to time by resolution.

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

7.3. Current Officers. The names and addresses of the current officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Alan Ojeda	2655 LeJeune Road Suite 612 Coral Gables, Florida 33134
Vice-President	Maria Castro	2655 LeJeune Road Suite 612 Coral Gables, Florida 33134
Secretary	Mabel Gutierrez	2655 LeJeune Road Suite 612 Coral Gables, Florida 33134
Treasurer	Alan Ojeda	2655 LeJeune Road Suite 612 Coral Gables, Florida 33134

#### ARTICLE 8

##### BYLAWS

The Bylaws of the Association may be amended, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of a quorum of members present in person or by proxy at such meeting. The initial Bylaws of the Association shall be made and adopted by the Board of Directors.

#### ARTICLE 9

##### AMENDMENTS

9.1. Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the membership of the Association for adoption or rejection by vote of a majority of the votes represented in person or by proxy at a meeting at which a quorum is present, provided that as long as the Developer owns any Lot, these Articles may be amended by the Developer alone without the consent of the members or the Board.

9.2. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in the case of any conflict between these Articles and the Declaration, the Declaration shall control.

## ARTICLE 10

### INDEMNIFICATION AND EXCULPATION

10.1. Indemnification. The Association shall defend, indemnify and hold Developer, its partners, and their directors, officers, agents and employees, and the Association's Directors, officers, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all claims, suits, actions, threatened actions, injury, loss, liability, damages, causes of action and expenses of any nature ("Indemnified Loss") which may be incurred by Indemnified Parties in connection with or arising directly or indirectly from any personal injury, loss of life, or damage to property on the Property. The indemnification provided in this Section shall apply whether or not any Indemnified Party is acting in his capacity as Developer, director, officer, or agent at the time any Indemnified Loss is incurred.

10.1.1. Indemnified Losses pursuant to this Section shall include, but not be limited to, all costs, attorneys' fees expenses, and liabilities. Indemnified Losses shall also include any and all expenses that any Indemnified Party incurs to enforce its rights under the Declaration or these Articles, including costs incurred in obtaining an order for specific enforcement of any of the provisions, conditions, covenants or restrictions contained in the Declaration or these Articles.

### 10.2. Exculpation.

10.2.1. Any liability of any Person arising out of or in connection with the Declaration, these Articles, the Bylaws, or the Property shall be limited solely to the cost of correcting defects in work, equipment or components that were warranted in specific written warranties given by the Developer to Owners or to the Association.

10.2.2. No Person shall be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use, loss of capital, cost of substitute housing or equipment, facilities or services, or claims by third parties. Repairs or replacements shall not interrupt or prolong the term or any written warranty or extend the obligation of the Developer to replace or repair the property warranted.

10.2.3. Any rights, privileges, or warranties contained in the Declaration or these Articles (other than rights of the Developer) shall not be assigned or assignable but are personal between the original Owners or the Association and the Developer.

10.2.4. There have been no oral or implied warranties by any Person, pertaining to the Property.

10.2.5. A closing on any Lot shall supersede and render null and void any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, except for specific written warranties made by the Developer.

10.2.6. There is no warranty of merchantability or fitness for any particular purpose as to any of the Property.

10.2.7. The partners, directors, officers, agents and employees of the Developer and the Association shall not be subject to personal liability of any nature arising out of or by reason of the construction, use or sale of the Property. Each Owner, by acceptance of a deed to a Lot, waives any claim or right that it may have against such Person and agrees that any and all claims for liability or loss arising by reason of the Declaration, or the construction, use, or sale of the Property shall be against the Developer only, and shall not be limited by and subject to the provisions of the Declaration and these Articles.

10.3. Limitation of Actions. Notwithstanding anything in the Declaration or these Articles to the contrary, neither the Association nor any Owner shall be permitted to bring suit against the Developer, or its officers, directors, employees or agents for any reason whatsoever.

10.4. Amendment. Notwithstanding anything in these Articles to the contrary, the provisions of this Article XI shall not be amended, modified or deleted at any time without the prior written consent of the Developer.

## ARTICLE 11

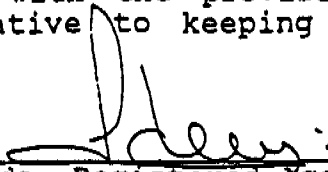
### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the votes of the entire membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.



ACKNOWLEDGMENT BY REGISTERED AGENT

Having been named to accept service of process for the above-stated corporation, at the place designated in these Amended and Restated Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provision of the Florida General Corporation Act relative to keeping open said office.



\_\_\_\_\_  
Alan Ojeda, Registered Agent

w-gds 8439.046

**BYLAWS**  
**OF**  
**MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1**

**NAME AND LOCATION**

The name of the corporation is MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association." The principal office of the Association shall be located at Dade County, Florida, but meetings of members and Directors may be held at such places within Dade or Broward County, Florida, as may be designated by the Board of Directors.

**ARTICLE 2**

**DEFINITIONS**

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

2.1 "Articles" means the Articles of Incorporation of the Association, as same may be amended from time to time.

2.2 "Assessment" means the share of funds required from each Owner for the payment of Common Expenses. The term "Assessment" includes Regular Assessments, Special Assessments, and Limited Assessments.

2.3 "Association" means MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

2.4 "Board" means the Board of Directors of the Association.

2.5 "Bylaws" means the Bylaws of the Association, as same may be amended from time to time.

2.6 "Common Areas" means all real property, including the Lake, owned by or dedicated to the Association and designated for the use and benefit of Owners, and such additional parcels of land as may from time to time be designated by Developer as Common Areas under these covenants and restrictions, each such designation to be by recorded instrument. The term "Common Areas"

shall also include any improvements within the Common Areas, including landscaping, sidewalks, swales and entrance features, the Entrance Wall and any other improvements which the Developer or the Association may construct on the Common Areas. The "Common Areas" shall also include:

Lot 1, in Block 7 of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida

2.7 "Common Expenses" means all expenditures made by the Association and all financial liabilities of the Association, together with any allocations to reserves.

2.8 "Declaration" means the Declaration of Covenants and Restrictions for Medici Estates, recorded or to be recorded in the Public Records of Broward County, Florida, as same may be amended from time.

2.9 "Developer" means Broward 122, Ltd., a Florida limited partnership, and its successors and assigns. Broward 122, Ltd. shall at all times have the right to specifically assign its interest and rights herein as Developer to any successor or nominee.

2.10 "Entrance Wall" means a wall to be constructed by the Developer on a portion of the Property adjacent to Northwest 8th Street in the City of Sunrise, Florida. The Entrance Wall shall be a part of the Common Areas.

2.11 "Home" means any single family residential dwelling constructed or to be constructed on or within a Lot.

2.12 "Institutional Mortgagee" means any bank, savings and loan association, insurance company, FHA approved mortgage lender, an agency of the United States government, any lender generally recognized in Broward County as an institutional-type lender, the Federal National Mortgage Association (FNMA), or any other business entity which holds a first mortgage encumbering title to a Lot.

2.13 "Lake" means the private lake which is included as part of the common areas and which is shown on the plat of NEW ORLEANS LAKESITES FIRST ADDITION according to the plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

2.14 "Limited Assessment" means an amount assessed against and payable by an Owner or group of Owners as provided herein (including, without limitation, "fines") but which does not relate to Common Expenses payable generally by all Owners.



2.15 "Lot" means (i) any platted lot as shown on the plat of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 123, at Page 37, of the Public Records of Broward County, Florida; and (ii) any lot shown upon any resubdivision of the plat of NEW ORLEANS LAKESITES FIRST ADDITION. The Developer reserves the right to adjust the boundary lines between Lots at any time, provided; however, that if at the time of such adjustment fee simple title to either Lot which abuts the boundary to be adjusted is owned of record by a party or parties other than the Developer, the consent of said party or parties must be obtained for said boundary adjustment.

2.16 "Owner" means the record owner, whether one or more Persons, of the fee simple title to a Lot.

2.17 "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

2.18 "Property" means all the existing real estate, and any additions thereto, which is subject to this Declaration. The Property shall be commonly known as "Medici Estates."

2.19 "Regular Assessment" means any assessment imposed against all Owners equally for the Common Expenses of the Association which are included in the Association's annual budget. Regular Assessments may be collected monthly, quarterly or semi-annually, as the Association may elect.

2.20 "Rules" means any rules or regulations duly adopted by the Association in accordance with the Bylaws.

2.21 "Special Assessment" means an assessment imposed against all Owners equally for an expense which is not contained in the Association's budget.

### ARTICLE 3

#### MEETINGS OF MEMBERS

3.1 Annual Meetings. The first annual meeting of the members shall be held within two years from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. The date and time of the annual meeting shall be determined by the Board of Directors. The first annual meeting of the Board of Directors shall either be held immediately following the first annual meeting of the members or within ten (10) days thereafter. At the annual meetings, the members of the Association shall elect by majority vote the members of the Board

of Directors not appointed by the Class B member, and shall transact such other business as may properly come before the meeting.

3.2 Special Meetings. Special meetings of the members shall be held whenever called by the President or by a majority of the Board of Directors. Special meetings must be called by the President upon receipt of written request from members who are entitled to vote one-fifth (1/5) the votes of the entire membership. Such written request shall state the purpose(s) of the proposed meeting. Business transacted at the special meeting shall be confined to the purposes stated in the Notice of Meeting.

3.3 Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before each annual meeting, and seven (7) days before each special meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4 Quorum. The presence at a meeting, either in person or by proxy, of members entitled to cast at least one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present, the officer or Director in charge of the meeting may adjourn the meeting to a time within fifteen (15) days thereof, and further notice of the new meeting shall not be required. The meeting may continue to be adjourned in this manner until a quorum shall be present or represented. Any proxy that would have been valid at the original meeting and any further proxy submitted prior to the adjourned meeting shall be valid.

3.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall be valid only for the particular meeting designated therein, and any adjournments thereof. If more than one (1) person owns a Lot (i.e., husband and wife), all must sign the proxy for it to be valid.

3.6 Majority Rule. When a quorum is present at any meeting of the membership, a majority of the membership's total votes present in person or represented by written proxies at such meeting, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the

Declaration, the Articles of Incorporation, these Bylaws, or by law, a different vote is required, in which case such express provision shall govern and control the voting on such issue.

### 3.7 Right to Vote.

3.7.1 If a Lot is owned by one (1) person, his right to vote shall be established by the recorded title to the Lot. If a Lot is owned by more than one (1) person, the person entitled to cast the vote for the Lot shall be designated in a certificate signed by all of the record owners of the Lot and filed with the secretary of the Association.

3.7.2 If a Lot is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Lot for the corporation shall be designated in a certificate for this purpose signed by the president or vice president and attested to by the secretary or assistant secretary of the corporation and filed with the secretary of the Association.

3.7.3 The person designated in a certificate as being entitled to cast a vote for a Lot shall be known as the "Voting Member." If such certificate is not filed with the secretary of the Association prior to the meeting at which any vote is taken, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring approval of the person entitled to cast the vote for the Lot, except if such Lot is owned by husband and wife. Such certificate shall be valid until revoked or until superceded by a subsequent certificate or until a change in the ownership of the Lot occurs.

3.7.4 If a Lot is owned jointly by a husband and wife, the following three provisions are applicable thereto:

- (a) They may, but shall not be required to, designate a Voting Member.
- (b) If they do not designate a Voting Member and if both are present at a meeting and are unable to concur in their decision on any subject requiring a vote, they shall lose their right to vote on that subject at the meeting (as provided herein, the vote of a Lot is not divisible).
- (c) Where they do not designate a Voting Member and only one (1) is present at a meeting, the person present may cast the vote just as though he or she owned the Lot individually, without establishing the concurrence of the absent person.

3.8 Written Consent. Whenever the vote of members at a meeting is required or permitted to be taken in connection with any action of the Association, the meeting and vote of members may

be dispensed with if the members holding a majority of the total votes of the membership which would have been entitled to vote upon the action if such meeting was held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

3.9 Business. The proposed order of business at all meetings of the Association will be:

- 3.9.1 Determination of quorum;
- 3.9.2 Proof of notice of meeting or waiver of notice;
- 3.9.3 Reading of minutes of prior meeting;
- 3.9.4 Officer's report;
- 3.9.5 Committee report;
- 3.9.6 Unfinished business;
- 3.9.7 New business; and
- 3.9.8 Adjournment.

#### ARTICLE 4

##### BOARD OF DIRECTORS

4.1 Number. The property, business and affairs of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons, as the members shall from time to time determine. All Directors, other than Directors appointed by the Developer, shall be members of the Association, and shall reside on the Property at least six (6) months of the year. Until the Class B membership has ceased and been converted to Class A membership, the initial Board of Directors and succeeding Boards shall be comprised of three (3) members.

4.2 Term of Office. The initial Board of Directors designated in the Articles shall serve until the Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) Director for a term of three (3) years. If a Director for any reason ceases to be a Director, the remaining Directors may elect a successor to fill the vacancy for the balance of the unexpired term.

4.3 Removal. Any Director elected by the members (as opposed to those Directors appointed by the Developer) may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Any Director appointed by the Developer or named in the Articles of Incorporation (as opposed to those Directors elected by the membership) may be removed from office at any time with or without cause by the Developer.

4.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.6 Waiver of Notice. Before, at, or subsequent to any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.7 Chairman of Board. The President of the Association, by virtue of his office, shall be Chairman of the Board of Directors and shall preside at meetings of the members.

## ARTICLE 5

### NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Nominations shall be made from among the members of the Association.

5.2 Election. Election of the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast one (1) vote for each vacant position. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

## ARTICLE 6

### MEETINGS OF DIRECTORS

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

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days notice to each Director.

6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE 7

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board of Directors shall have the power to:

7.1.1 Adopt and publish Rules governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction of such Rules;

7.1.2 Suspend a member's voting rights and right to use the Common Areas, during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for the infraction of published Rules.

7.1.3 Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

7.1.5 Employ managers, independent contractors, or such other employees as they deem necessary, and to prescribe their duties. Provided, however, that any management contract entered into by the Association must provide that the management contract is terminable without penalty at any time by either party thereto on not less than sixty (60) days written notice;

7.1.6 Accept such other functions or duties with respect to the Property, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

7.1.7 Delegate responsibility to, and contract with, a mortgage company, management company, certified public accountant or financial institution, for collection of the Assessments of the Association.

7.1.8 Appoint members to the ARB and to such other committees as the Board may deem necessary for the operation of the Association and the Property.

7.2 Duties. It shall be the duty of the Board of Directors to:

7.2.1 Keep or cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

7.2.2 Employ, dismiss and supervise all officers, agents and employees of the Association, and to see that their duties are properly performed, and to employ professionals as the need arises;

7.2.3 As more fully provided in the Declaration, to fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of the Association's fiscal year; send written notice of the amount and due dates of the Regular Assessment to every Owner subject thereto at least thirty (30) days before the date the Assessment (or the first installment thereof) is due and payable; and foreclose the lien against any Lot for Assessments not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

7.2.4 Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

7.2.5 Procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association as well as fidelity bonds, and any other insurance for which, in the opinion of a majority of the Directors, the Board may be liable and should provide coverage;

7.2.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

7.2.7 Cause the Common Areas to be maintained.

## ARTICLE 8

### OFFICERS AND THEIR DUTIES

8.1 Enumeration of officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers (i.e., other Vice-Presidents, Assistant Secretaries, and Assistant Treasurers) as the Board may from time to time by resolution create. The President and any Vice-President who may succeed the President shall be elected from among the membership of the Board, but no other officers need be a Director.

8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the Association.

8.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period, have such authority, and perform such duties as the Board may from time to time determine.

8.5 Resignation and Removal. Any officer may be removed from office at any time with or without cause by an affirmative vote of the majority of the Board of Directors at any duly called regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board at any regular or special meeting. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Duties. The duties of the officers are as follows:

8.7.1 President. The president shall be the chief executive officer of the Association; shall preside at all meetings of the Association and of the Board of Directors; see that orders and resolution of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless the Board directs otherwise) and promissory notes; and shall have such other powers as may reasonably be construed as belonging to the chief executive of an organization.

8.7.2 Vice-President. The Vice-President shall be a Director; shall act in the place and stead of the President in the event of his absence, inability or refusal to act, with all rights, privileges, and powers of said office; and shall exercise and discharge such other duties as may be required of him by the Board.

8.7.3 Secretary. The Secretary shall record the votes and keep the minutes and records of all meetings and proceedings of the Board and of the Association; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; file any certificates required by law; attend to all correspondence of the Association; and shall perform such other duties as required by the Board and those incident to the office of Secretary.

8.7.4 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. All or a portion of the duties of the treasurer may be fulfilled by a management company, in the discretion of the Board of Directors.

## ARTICLE 9

### COMMITTEES

The Board of Directors shall appoint such committees as may be deemed appropriate for carrying out its purposes.

## ARTICLE 10

### BOOKS AND RECORDS

The books, records, financial statements, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member of the Association as long as said member has made a prior appointment to inspect said books and records. Current copies of the Declaration, the Articles of Incorporation, the Bylaws and the Rules of the Association shall be available for inspection by any member and by any lender, holder, insurer, or guarantor of any first mortgage encumbering a Lot, at the principal office of the Association during reasonable business hours, where copies may be purchased at a reasonable cost.

## ARTICLE 11

### FISCAL MANAGEMENT

11.1 The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by two officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association. The funds of the Association may also be placed in such investments as the Board of Directors may determine from time to time.

11.2 The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses. Common Expenses shall include those expenses described in the Declaration and such other expenses as the Board of Directors may designate as Common Expenses from time to time. The Common Expenses shall include a reserve fund for the maintenance, repair and replacement of the Private Streets, as set forth in the Declaration.

11.3 All Assessments shall be payable in advance as ordered by the Board of Directors. Assessments shall include Regular Assessments, Special Assessments, and Limited Assessments. When the Board of Directors has determined the amount of any

Assessment, the treasurer of the Association shall mail or present to each member a statement of said member's Assessment. The Board of Directors shall adopt an operating budget for each fiscal year.

11.4 All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund as determined by the Board. All Assessment payments by a member shall be applied first to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration.

11.5 Fidelity bonds shall be required by the Board of Directors for all persons (officers, directors or otherwise, including any management agent who handles funds for the Association unless said management agent has its own fidelity bond) handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board of Directors. Such bonds shall cover the maximum funds that will be in the custody of the Association or its management agent while such bonds are in force. In addition thereto, such bond coverage must at least equal the sum of three (3) months' Assessments on all Lots in the Property, plus the Association's reserve funds. The premiums on such bonds shall be paid by the Association as a Common Expense.

11.6 The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations. Financial statements or written summaries of the accounting records shall be supplied at least annually to the members of the Association and shall be furnished to any holder of a first mortgage upon written request.

11.7 The rights of membership in the Association are subject to the payment of Regular, Special and Limited Assessments levied by the Association. As more fully provided in the Declaration, each member is obligated to pay to the Association annual (Regular), Special, and Limited Assessments for maintenance and operation of the Common Area(s), which Assessments are secured by a continuing lien upon the Lot against which the Assessment is made and which Assessments are the personal obligation of the Owner who owns said Lot. Any Assessments which are not paid when due shall be delinquent. If an Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the highest rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot, and interest, costs, and reasonable attorney's 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 Common Areas or abandonment of his Lot.

## ARTICLE 12

### COMPLIANCE AND DEFAULT

12.1 In the event of a violation (other than the nonpayment of an Assessment) by an Owner of any of the provisions of the Declaration or these Bylaws, the Association, the Developer, or any Owner, as the case may be, shall have the right, at their respective option, to bring the following actions:

12.1.1 An action at law to recover damages on behalf of the Association or on behalf of other Owners'; and/or

12.1.2 An action in equity to enforce performance on the part of the Owner; and/or

12.1.3 An action in equity for such equitable relief as may be necessary under the circumstances, including but not limited to, injunctive relief; and/or

12.1.4 Imposition of a fine as provided in the Declaration.

Any remedy contained in the Declaration, these Bylaws, by law, or otherwise, (including but not limited to the foregoing) shall be cumulative and in addition to any and all other remedies provided elsewhere.

12.2 Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by such Owner's act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees or that of the guests, employees or agents of their lessees. Such liability shall include any increase in insurance rates occasioned by the use, misuse, occupancy or abandonment of any portion of the Property or the improvements constructed thereon. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company of rights of subrogation. The expense of any maintenance, repair or replacement required, as provided in this Section, shall be charged to the Owner responsible as a Limited Assessment which shall be a lien against the Lot with the same force and effect as if the charge were a part of the Common Expenses.

12.3 Failure of the Association or Developer to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws or by law or otherwise shall not constitute a waiver by the Association or Developer of such right, provision, covenant or condition in the future.

## ARTICLE 13

### SEVERABILITY

In the event any provision, covenant, clause, paragraph, phrase, word or any portion of these Bylaws or application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of these Bylaws or the application of such provision to such person or circumstance, other than those to which it is so determined invalid or unenforceable, shall not be affected thereby and each remaining provision, covenant, clause, paragraph, phrase, word or portion thereof shall be valid and enforced to the full extent provided by law.

## ARTICLE 14

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and the year of incorporation.

## ARTICLE 15

### AMENDMENTS

15.1 These Bylaws may be amended, at a regular or special meeting of the Association, by a vote of a majority of a quorum of members present in person or by proxy.

15.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE 16

### MISCELLANEOUS

16.1 The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. However, the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time promulgated by the Internal Revenue Service of the United States of America at such time as the Board of Directors deems it advisable.

16.2 The headings of these Bylaws are inserted for convenience and shall not in any manner define, limit or describe the intent or scope of, or in any manner affect these Bylaws.

16.3 In the event of any conflict between the terms and conditions of these Bylaws and the terms and conditions of the Declaration, the terms and conditions of the Declaration shall control.

The foregoing were adopted as the Bylaws of Medici Estates Homeowners Association, Inc. on May 26<sup>th</sup>, 1989.

MEDICI ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By:   
Alan Ojeda, President

Attest:   
Mabel Gutierrez, Secretary

[SEAL]

w-gds 8439.046

**DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR MEDICI ESTATES**

THIS DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, by BROWARD 122, LTD., a Florida limited partnership (hereinafter referred to as "Developer"), which declares that the real property described in Article 2, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE 1**

**DEFINITIONS**

The following words when used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws (unless the context shall prohibit) shall have the following meanings:

1.1 "Articles" means the Articles of Incorporation of the Association attached hereto as Exhibit A, as same may be amended from time to time.

1.2 "Assessment" means the share of funds required from each Owner for the payment of Common Expenses. The term "Assessment" includes Regular Assessments, Special Assessments, and Limited Assessments.

1.3 "Association" means MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. (formerly known as New Orleans Lakesites First Addition Home Owners Association, Inc.), a Florida corporation not for profit, its successors and assigns.

1.4 "Board" means the Board of Directors of the Association.

1.5 "Bylaws" means the Bylaws of the Association attached hereto as Exhibit B, as same may be amended from time to time.

1.6 "Common Areas" means all real property, including the Lake, owned by or dedicated to the Association and designated for the use and benefit of Owners, and such additional parcels of land as may from time to time be designated by Developer as Common Areas under these covenants and restrictions, each such designation to be by recorded instrument. The term "Common Areas" shall also include any improvements within the Common Areas, including landscaping, sidewalks, swales and entrance features, the Entrance Wall and any other improvements which the Developer or the Association may construct on the Common Areas. The "Common Areas" shall also include:

Lot 1, in Block 7 of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida

1.8 "Declaration" means these covenants and restrictions, the exhibits hereto, and such amendments as may be duly adopted from time to time pursuant to the terms hereof.

1.9 "Developer" means Broward 122, Ltd., a Florida limited partnership, and its successors and assigns. Broward 122, Ltd. shall at all times have the right to specifically assign its interest and rights herein as Developer to any successor or nominee.

1.10 "Entrance Wall" means a wall to be constructed by the Developer on a portion of the Property adjacent to Northwest 8th Street in the City of Sunrise, Florida. The Entrance Wall shall be a part of the Common Areas.

1.11 "Home" means any single family residential dwelling constructed or to be constructed on or within a Lot.

1.12 "Institutional Mortgagee" means any bank, savings and loan association, insurance company, FHA approved mortgage lender, an agency of the United States government, any lender generally recognized in Broward County as an institutional-type lender, the Federal National Mortgage Association (FNMA), or any other business entity which holds a first mortgage encumbering title to a Lot.

1.13 "Lake" means the private lake which is included as part of the Common Areas and which is shown on the plat of NEW ORLEANS LAKESITES FIRST ADDITION according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

1.14 "Limited Assessment" means an amount assessed against and payable by an Owner or group of Owners as provided herein (including, without limitation, "fines") but which does not relate to Common Expenses payable generally by all Owners.

1.15 "Lot" means (i) any platted lot as shown on the plat of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 123, at Page 37, of the Public Records of Broward County, Florida; and (ii) any lot shown upon any resubdivision of the plat of NEW ORLEANS LAKESITES FIRST ADDITION. The Developer reserves the right to adjust the boundary lines between Lots at any time, provided; however, that if at the time of such adjustment fee simple title to either Lot which abuts the boundary to be adjusted is owned of record by a party or parties other than the Developer, the consent of said party or parties must be obtained for said boundary adjustment.

1.16 "Owner" means the record owner, whether one or more Persons, of the fee simple title to a Lot.

1.17 "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.18 "Property" means all the existing real estate, and any additions thereto, which is subject to this Declaration. The Property shall be commonly known as "Medici Estates."

1.19 "Regular Assessment" means any assessment imposed against all Owners equally for the Common Expenses of the Association which are included in the Association's annual budget. Regular Assessments may be collected monthly, quarterly or semi-annually, as the Association may elect.

1.20 "Rules" means any rules or regulations duly adopted by the Association in accordance with the Bylaws.



1.21 "Special Assessment" means an assessment imposed against all Owners equally for an expense which is not contained in the Association's budget.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described as:

All of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof recorded in Plat Book 123, Page 37, of the Public Records of Broward County, Florida.

The Developer may from time to time bring other land under the provisions of this Declaration by recording in the Public Records of Broward County, Florida an amendment hereto executed with the formalities of a deed. Said land shall be added to the Property and shall be subject to this Declaration upon the recording of such amendment. It shall not be necessary for the Developer to obtain the consent of any other Person (including, without limitation, Owners or the Association) to approve or consent to the addition of land to the Property subject to this Declaration.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Association (or any successor association) with any other association as provided in the Articles, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with the covenants and restrictions established upon any other property, as one scheme. No merger or consolidation of the Association, however, shall result in a revocation, change or addition to the covenants established by this Declaration and affecting the Property.

## ARTICLE 3

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner shall be a member of the Association.

3.2 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners except the Developer (as long as the Class B membership shall exist, and thereafter the Developer shall be a Class A member to the extent it would otherwise qualify). Each Class A member shall be entitled to one (1) vote for each Lot in which it holds a fee simple interest. When more than one Person holds a fee simple interest in a Lot, all such Persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to one (1) vote for each Lot owned by it, plus two (2) votes for each vote which the Class A members are entitled to cast from time to time. The Class B membership shall cease and terminate five (5) years after the last Lot to be developed in Medici Estates has been sold and conveyed by Developer, or sooner at the election of the Developer, whereupon the Class A members shall be obligated to elect the Board and assume control of the Association.

#### ARTICLE 4

##### PROPERTY RIGHTS IN THE COMMON AREAS

4.1 Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Owners of all Lots. When all Lots proposed by the Developer to be constructed within Medici Estates have been conveyed to Owners, and the improvements to be located on the Common Areas have been completed, the Developer shall convey the record fee simple title to the Common Areas to the Association by quitclaim deed, and the Association shall accept such conveyance, holding title for the benefit of the Owners. Beginning upon the date these covenants are recorded, the Association shall be responsible for the maintenance of the Common Areas, in a continuous and satisfactory manner without cost to the general taxpayers of Broward County or the City of Sunrise, Florida. It is intended that all real estate taxes levied against the Common Areas shall be proportionately assessed against and payable as part of the real estate taxes on the Lots. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of same from and after the date this Declaration is recorded. Such taxes shall be prorated between the Developer and the Association as of the date of such recordation. The Developer shall have the right to enter upon and use the Common Areas as long as it owns any Lot including, but not limited to, during periods of construction upon adjacent properties, and for the purpose of construction of any improvements on the Common Areas that the Developer elects to build. The Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sale of the Lots.

4.2 Owners' Easements. Each Owner and the tenants, agents and invitees of each Owner shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Owners, their tenants, agents and invitees, subject to the following:

4.2.1 The right and duty of the Association to levy Assessments against each Lot for the purposes set forth in the Declaration, Articles and Bylaws, including without limitation, for the purpose of maintaining the Common Areas in compliance with the provisions of the Declaration and any other existing restrictions or any restrictions which may from time to time be recorded by the Developer.

4.2.2 The right of the Association to adopt and enforce Rules governing the use of the Common Areas.

4.2.3 The right of the Association to suspend an Owner's voting rights and right to use the Common Areas (i) during any period in which any Assessment of such Owner remains unpaid after thirty (30) days from its due date; and (ii) for a period not to exceed sixty (60) days for any violation of the provisions of the Declaration, Articles, Bylaws or Rules.

4.2.4 The terms and conditions of the Declaration, Articles, Bylaws, and Rules.

4.2.5 The rights of the Developer provided in the Declaration, Articles, and Bylaws.

The right of an Owner to the use and enjoyment of the Common Areas shall extend to the members of his immediate family who reside with him, subject to the matters contained herein and to the Rules.

4.3 Easements Appurtenant. Each Owner's easement in the Common Areas shall be appurtenant to and shall pass with the title to his Lot.

4.4 Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary (unless such maintenance, repair and replacement is the responsibility of or is provided by some utility or governmental authority), any and all improvements situated on the Common Areas (upon completion of construction by the Developer), including but not limited to, all recreational facilities (if any), landscaping, paving, and drainage structures; all such work to be done as ordered by the Board. All expenses incurred by the Association in the maintenance of the Common Areas shall be paid for by the Association with the Assessments collected from the Owners.

## ARTICLE 5

### ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation for the Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the Assessments to the Association. The Assessments shall be fixed, established and collected as herein provided. Each Assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a continuing charge and lien upon the Lot against which such Assessment is made. Each Assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Person who is the Owner of a Lot at the time the Assessment is due. All Assessments shall be assessed by the Association against all Lots equally, unless otherwise provided herein. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Areas or abandonment of his right to use the Common Areas.

5.2 Purpose of Assessments. The Association shall have the irrevocable right and power to make and collect Assessments from Owners in order to carry out the purposes, obligations, powers, rights and duties of the Association provided for in the Declaration, Articles, and Bylaws. All Assessments shall be used by the Association for the maintenance of the Common Areas, the operation of the Association, capital improvements, and for such other purposes as the Association deems appropriate.

5.3 Capital Improvements. Funds necessary for capital improvements and expenditures not included in the annual budget of the Association may be levied by the Association as Special Assessments, upon approval of the majority of the Board and upon approval by two-thirds (2/3rds) of the votes cast by members of the Association present in person or by proxy at a duly convened meeting of the Association.

#### 5.4 Commencement and Due Dates of Assessments.

5.4.1 Regular Assessments shall commence on the first day of the month following the recordation of the Declaration. Regular Assessments shall be assessed annually and

shall be payable in quarterly installments unless otherwise determined by the Board. The Regular Assessment shall be for a twelve (12) month period ending December 31st, unless otherwise provided in the Bylaws. The amount of the annual Regular Assessment to be levied during any period shorter than a full fiscal year shall be in proportion to the number of months remaining in such fiscal year.

5.4.2 The due date of any Special Assessment shall be fixed by the Board resolution authorizing such Assessment.

5.5 Working Capital Fund. At the closing of the title of each Lot sold by Developer, the purchaser of the Lot, thereby becoming an Owner, shall pay a one-time charge of \$25.00 to the working capital fund of the Association. Each Owner shall pay the \$25.00 charge on each Lot acquired by such Owner. All contributions to the working capital fund shall be held by the Association for Common Expenses and said fund shall be used and applied by the Association for Common Expenses and for such other common purposes as the Association deems appropriate. The one-time \$25.00 charge under this Section shall not be considered as an advance payment of any Assessment.

5.6 Duties of the Board. The Board shall fix the due date and the amount of the Assessment against each Lot for each Assessment period in accordance with the Bylaws (i.e., at least thirty (30) days in advance of such Assessment date or period). The Board shall prepare a roster of the Assessments applicable to each Lot, which shall be kept in the office of the Association and shall be open to inspection by any Owner at reasonable times.

The Association shall upon demand at any time furnish to any Owner who is liable for an Assessment, a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment to the Association of any Assessment stated therein to have been paid. Not less than once a year, the Board shall prepare a financial report of the Association which shall be open to inspection by Owners at reasonable times, and shall also be available to any Institutional Mortgagee upon written request.

The Association, through the action of the Board, shall have the power, but not the obligation, to enter into an agreement or agreements with one or more Persons for such management and operational services as the Association deems appropriate, the cost of which shall be included in the budgetary calculations of the Association in determining Assessments. Such management services may include, without limitation, the collection of Assessments, maintenance and repair of Common Areas, and such other services as the Board may feel is necessary or desirable.

5.7 Effect of Nonpayment of Assessments. If any Assessments, including Limited Assessments, are not paid on the date when due, then such Assessments shall become delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien on the Lot against which the Assessment was levied. The lien for an Assessment shall encumber a Lot in the hands of the Owner owing the Assessment, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Owner to pay an Assessment, however, shall remain his personal obligation (and shall be the joint and several obligation of each Owner in the event of joint ownership of a Lot) for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

5.8 Remedies of the Association. If any Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest at the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the Assessment, and shall be permitted to record a Claim of Lien against the Lot for which the Assessment is unpaid, and to foreclose such lien in a manner similar to the foreclosure of a mortgage. The Association may pursue one or more of its remedies at the same time or successively. There shall be added to the amount of an Assessment all attorneys fees and costs incurred by the Association in the collection of such Assessment, whether or not suit is filed to collect such Assessment. In the event a judgment for an Assessment is obtained by the Association, such judgment shall include interest on the Assessment as provided herein and a reasonable attorneys fee to be fixed by the court, together with the costs of the action.

It shall be the legal responsibility of the Association to enforce payment of the Assessments.

5.9 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to tax liens and to the lien of any first mortgage of any Institutional Mortgagee encumbering a Lot. Any Institutional Mortgagee in possession, or any receiver, or any Institutional Mortgagee who acquires title to a Lot at a foreclosure sale, or by deed in lieu of foreclosure shall not be responsible for the payment of any Assessments, whether they have accrued prior to the date upon which possession and/or title is so obtained or whether said Assessments are imposed thereafter, except during such time that the Lot is leased to a third party. Any third party purchaser at a foreclosure sale or from any Institutional Mortgagee in title and all persons claiming by, through or under such purchaser shall hold title subject to the lien of any Assessment becoming due after said third party purchaser takes title. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of this section, shall be deemed to be an Assessment divided equally among, payable by, and a lien against all Lots, including the Lot as to which the foreclosure or conveyance in lieu of foreclosure took place.

5.10 Effect on Developer. Notwithstanding any provisions to the contrary that may be contained in the Declaration, for as long as the Developer is the owner of any Lot, the Developer shall not be liable for Assessments against such Lot, provided that the Developer funds any deficit in operating expenses of the Association actually incurred by the Association. The Developer may, at any time, commence paying the Assessments for Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

## ARTICLE 6

### EASEMENTS

6.1 Utility Easements. The Developer hereby grants to Florida Power and Light Company, Southern Bell Telephone and Telegraph Company, the City of Sunrise Water and Sewer Department, and all other utility companies, a perpetual easement over the Lots and the Common Areas for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas lines, and electric and telephone lines, cables and conduits, as are necessary to service the Property. Any utility easements hereby granted over a Lot shall not affect any permanent structures constructed on such Lot, nor unreasonably interfere with the Owner's use and enjoyment of such Lot. The area of each Lot covered by an easement shall be maintained by the Owner of the Lot, but such Owner shall not be required to

maintain any utility installation for which a public authority or utility company is responsible. Any damage to pavement, driveways, drainage structures, other structures or landscaping resulting from the installation or maintenance of utilities shall be promptly restored or repaired by the utility company whose installation or maintenance caused the damage. All utilities within the Property shall be installed and maintained underground.

6.2 Public Easements. The Developer hereby grants to fire, police, health, sanitation, and all other public service personnel and vehicles a permanent and perpetual easement for ingress and egress over and across the Common Areas and the Lots.

6.3 Developer's Easements. The Developer hereby reserves for itself, its successors and assigns, an easement across the Lots and the Common Areas for the purpose of constructing improvements on the Lots and Common Areas and carrying on development and sales activities. The Developer further reserves for itself, its successors and assigns, the right to grant easements across the Lots and the Common Areas for the installation and maintenance of sprinkler systems, cable television systems, and any other facilities which Developer may wish to install in connection with the development of the Property.

6.4 Entrance Wall Easement. The Developer shall construct the Entrance Wall on portions of the following Lots:

Lot 53, in Block 4, and Lots 1 through 9, inclusive, in Block 7, of NEW ORLEANS LAKESITES FIRST ADDITION according to the Plat thereof recorded in Plat Book 123, Page 37, of the Public Records of Broward County, Florida.

When all of the Lots within the Property have been conveyed to Owners, or sooner at Developer's option, the following Lot upon which a portion of the Entrance Wall is constructed shall be conveyed to the Association by quitclaim deed:

Lot 1, in Block 7, of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

The Developer hereby grants to the Association an easement across the following Lots for the installation, maintenance, repair and replacement of the Entrance Wall:

Lot 53, in Block 4, and Lots 2 through 9, inclusive, in Block 7, of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof recorded in Plat Book 123, Page 37, of the Public Records of Broward County, Florida

After construction of the Entrance Wall by Developer, the Entrance Wall shall be maintained by the Association as a part of the Common Areas, and the cost of such maintenance shall be a Common Expense payable out of Assessments collected by the Association. The Association shall be responsible for the repair of any damage to a Lot caused by it in the maintenance, repair or replacement of the Entrance Wall.

6.5 The Association's Easement. For the purposes of performing the duties and obligations of the Association and determining the compliance of any Owner with the Declaration, Articles, Bylaws and Rules, the Association, through its duly authorized agents, employees, or independent contractors, shall

have the right, after reasonable notice to any Owner, to enter upon any Lot at reasonable hours of any day to perform such duties, obligations, and inspections, to provide maintenance to said Lot, or to obtain access to another Lot to which maintenance is to be supplied.

6.6 Easements Created by Plat. The Property is subject to certain maintenance, utility, ingress, egress drainage, and flowage easements (collectively the "Platted Easements"), which are set forth on the Plat of NEW ORLEANS LAKESITES FIRST ADDITION, recorded in Plat Book 123, Page 37, of the Public Records of Broward County, Florida. The Association shall be responsible for the maintenance of the Platted Easements which are located in the Common Areas to the extent that such Platted Easements are not maintained by a governmental authority or public or private utility company.

## ARTICLE 7

### USE OF LOTS

7.1 Land Use and Building Type. Each Lot is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes. Only one Home may be built upon each Lot. No portable or temporary buildings, mobile homes, recreational vehicles, tents, shacks or barns may be placed or constructed upon a Lot. Temporary use of Lots by the Developer for sales displays, parking lots, sales offices, and storage areas shall be permitted until the last Lot is sold.

7.2 Changes to Homes and Lots. No Owner shall make or permit any modification or alteration to the exterior of any Home, or construct any fence, wall or other structure on a Lot, except with the prior written consent of the Board, which consent may be withheld by the Board for purely aesthetic reasons.

7.3 Building Location. Buildings shall be located as originally constructed on a Lot by the Developer.

7.4 Nuisances. No obnoxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done on a Lot which may be or may become an annoyance or nuisance to another Owner.

7.5 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing surfaces and colors on each Home may be maintained as that originally installed, without prior approval of the Board, but the prior approval by the Board shall be necessary before any such exterior finishing or color is changed. The landscaping of each Home, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by the Developer unless the prior approval for any change is obtained from the Board. No Owner shall place objects such as bicycles, toys, barbecue grills, etc., on his Lot unless such objects are concealed from the view of rights of way, the Common Areas and other Lots; however, customary outdoor furniture shall be permitted on a Lot.

7.6 Exterior Maintenance. Each Owner shall maintain the grounds of his Lot in a neat and attractive manner. Upon an Owner's failure to properly maintain his Lot, the Association may, at its option, after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject Lot, do said maintenance as often as the same is necessary in the Association's judgment. All expenses of the Association incurred in the maintenance of a Lot shall be a lien and charge against the Lot on which the work was done and shall also be the personal obligation of the Owner of the Lot.

If an Owner fails to maintain the exterior of any structure on his Lot in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, or to the address of the Lot, make repairs and improve the appearance of the structure in a reasonable and workmanlike manner. The cost of the work performed by the Association shall be immediately due and owing and shall constitute an Assessment against the Lot on which the work was performed.

7.7 Use of the Lake. Use of the Lake shall be subject to the following restrictions, conditions and limitations:

7.7.1 No motorized vehicles shall be permitted on the Lake.

7.7.2 No swimming or diving shall be permitted in the Lake.

7.7.3 No fishing shall be permitted in the Lake.

7.7.4 No bottles, cans, trash, or garbage of any kind or description shall be deposited in the Lake, and no sewage, pollutant, fill or discharge of any nature whatsoever shall be drained, placed, or allowed to flow into the Lake.

7.7.5 No docks, piers, boathouses, ramps, gazebos, marinas or structures of any other type shall be constructed in or adjacent to the Lake.

7.7.6 No use shall be made of the Lake, nor shall anything be done in or on the Lake, which may be or become an annoyance or nuisance to the Association or to the Owner of any Lot abutting the Lake.

7.7.7 It shall be the affirmative obligation of each Owner of a Lot abutting the Lake to maintain the lakefront portion of his Lot in a neat and attractive manner, free and clear of garbage, trash, and unsightly conditions which would detract from the appearance or enjoyment of the Lake.

7.8 Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers or trailers of every other description shall be permitted to be parked or to be stored on any Lot for a period longer than twenty-four (24) hours, except that (i) such vehicles may be parked on a Lot during periods of approved construction on such Lot; (ii) such vehicles may be stored within garages or behind patio walls or in designated areas not visible from the Common Areas and from other Lots, and (iii) such vehicles may be used by the Association or other permitted entities, whether in connection with the maintenance of the Common Areas or otherwise. This prohibition of parking shall not apply to the Developer's sales office or other sales areas of the Developer or to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. As used in this Section, the word "truck" shall not include any van with windows to service the rear seats; the term "commercial vehicle" shall include any vehicle which contains any trade or business name or any advertising whatsoever on the body of such vehicle.

7.9 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited or kept on any Lot except in containers specifically manufactured for such purpose and in such areas as may be designated for such purpose by the Board; provided, however, that the requirements of Broward County and the City of Sunrise for disposal or collection of trash and garbage shall be complied with.



7.10 Antennas. No exterior television or radio antennas, towers, or satellite dishes of any nature shall be erected or permitted on any Lot without the prior written consent of the Board.

7.11 Carports. No carports shall be constructed on any Lot, and no canvas, pipe or other type of carport shall be placed in front of a garage.

7.12 Clotheslines. No outdoor clotheslines or other clothes drying devices shall be permitted, and no clothing shall be hung outside, unless such device or clothing cannot be seen from the front of a Lot or from any part of the Common Areas.

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

7.14 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other households pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

7.15 Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls unless the location, method of installation, appearance and desirability of such unit has been approved in writing by the Board. No aluminum foil shall be placed on any windows or glass doors of any Home.

7.16 Restrictions on Subdividing Lots. No Lot may be subdivided except when a Lot being subdivided is added to both adjoining Lots. In such manner, no Lot shall be created that shall be smaller than any existing Lot. Two or more Lots may be combined in order to build one Home thereon.

7.17 Rights to the Developer. Notwithstanding anything contained herein to the contrary, as long as the Developer owns any Lot or other portion of the Property, the Developer shall have the absolute right to lease, sell, transfer and/or otherwise convey such Lot or Property upon any terms and conditions it deems to be in its own best interests; and the Developer shall have the further right to maintain such sales offices and place such signs on the Property and otherwise perform such sales activities as it may deem necessary, appropriate or desirable.

## ARTICLE 8

### RULES

8.1 Compliance by Owners. Every Owner shall comply with all of the covenants set forth in the Declaration and the Rules.

8.2 Enforcement. Failure by any Owner to comply with the Declaration and the Rules shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall also have the right to suspend an Owner's voting rights and right to use the Common Areas.

8.3 Fines. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for the failure of an Owner, his family, guests,

invitees, employees, or tenants (or their family, guests, invitees or employees) to comply with the Declaration, Articles, Bylaws or Rules, provided the following procedures are adhered to:

8.3.1 Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board meeting at which time the Owner shall present reasons why the penalty or penalties should not be imposed.

8.3.2 Hearing. The non-compliance shall be presented to the Board after which the Board shall hear reasons presented by the Owner why penalties should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the Board meeting. Any interested Owner should be permitted to address the Board with respect to such matters.

8.3.3 Penalties. The Board may impose fines (which shall be considered Limited Assessments) against such Owner's Lot, as follows:

(i) First non-compliance or violation: a fine not in excess of Fifty (\$50.00) Dollars.

(ii) Second non-compliance or violation: a fine not in excess of One Hundred Fifty (\$150.00) Dollars.

(iii) Third and subsequent non-compliance or violation, or violations which are of a continuing nature: A fine not in excess of Three Hundred (\$300.00) Dollars (or a fine not in excess of Three Hundred (\$300.00) Dollars per month, in the event of a non-compliance or violation which is of a continuing nature).

8.3.4 Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalty.

8.3.5 Collection of Fines. Fines shall be treated as a Limited Assessment subject to the provisions for the collection of Assessments set forth in the Declaration.

8.3.6 Application of Penalties. All monies received from fines shall be allocated as directed by the Board.

8.3.7 Non-Exclusive Remedy. The remedy provided herein for fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; which rights and remedies shall include, without limitation, an action at law to recover damages on behalf of the Association or on behalf of any Owner(s), an action in equity to enforce performance on the part of an Owner(s), an action in equity for such equitable relief as may be necessary under the circumstances (including, without limitation, injunctive relief) and any other remedies and rights the Association may have pursuant to the Declaration, Articles, Bylaws, Rules or by law or otherwise; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

8.3.8 In any proceeding arising because of an alleged non-compliance or violation of the Declaration, Articles, Bylaws or the Rules, the Association shall be entitled to recover its costs and reasonable attorneys' fees (including attorneys' fees on appeal, if any).

8.3.9 The remedies provided in this Section shall not apply to or be available against the Developer, its agents, employees, contractors or against Lots owned by the Developer.

5th  
Lev  
50

## ARTICLE 9

### AMENDMENTS

9.1 Additional Property. Additional Lots or Common Areas may be annexed to the Property with the consent of two-thirds (2/3rds) of the votes cast by the members of the Association at a duly convened meeting of the Association at which a quorum is present. The Developer may, without the consent of the Class A members, annex into the Property additional Lots or Common Areas by filing an amendment to the Declaration in the Public Records of Broward County, Florida, executed and acknowledged by the Developer.

9.2 Amendments. In addition to any other manner herein provided for the amendment of the Declaration, the Declaration may be amended, changed, added to or deleted at any time and from time to time by a duly recorded instrument executed (i) by the Developer for so long as it is the Owner of any Lot affected by this Declaration; or alternatively, (ii) by Owners holding not less than two-thirds (2/3rds) of the votes of the Class A membership, provided that so long as the Developer is the Owner of any Lot, the Developer's consent must be obtained, and (iii) by the Association provided that at a duly called meeting of the members at which a quorum is present the holders of not less than two-thirds (2/3rds) of the votes present in person or by proxy have approved the amendment, and further provided that so long as the Developer is the Owner of any Lot the Developer's written consent must be obtained. In the event any governmental-related lending institution requires a modification of the Declaration as a prerequisite to accepting the Property for financing, such amendment may be adopted by a majority vote of the Board without the necessity of any other approval. The Developer shall have the right for so long as it holds title to any Lot to amend the Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein.

## ARTICLE 10

### RIGHTS OF INSTITUTIONAL MORTGAGEES HOLDING FIRST MORTGAGES

10.1 Mortgagee's Rights. For so long as any Institutional Mortgagee shall hold a first mortgage upon any Lot, or shall be the Owner of a Lot, such Institutional Mortgagee shall have the following rights:

10.1.1 To be given timely notice of any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot encumbered by that Institutional Mortgagee's mortgage;

10.1.2 To be given timely notice of any default in the performance by an Owner, whose Lot is encumbered by that Institutional Mortgagee's mortgage, of any obligation under the Declaration, Articles, Bylaws, or Rules as well as any delinquency in the payment of Assessments, which remain unpaid for a period of sixty (60) days;

10.1.3 To be given timely notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

10.1.4 To pay taxes or other charges which are in default and which may or have become a charge or lien against the Common Areas; to pay overdue premiums on hazard insurance policies, or to secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and the Institutional Mortgagee making such payments shall be owed immediate reimbursement from the Association.

10.2 Limitation of Association Rights. Unless at least two-thirds (2/3rds) of the Institutional Mortgagees (based upon one vote for each first mortgage owned) and Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

10.2.1 By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Areas shall not be deemed a transfer within the meaning of this clause);

10.2.2 Change the method of determining the Assessments which may be levied against an Owner;

10.2.3 By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Homes, the exterior maintenance of Homes, or the upkeep or maintenance of the Common Areas;

10.2.4 Fail to maintain fire and extended coverage insurance on insurable property in the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

10.2.5 Use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of such Common Areas; and

10.2.6 Amend this Declaration if such amendment materially affects the Institutional Mortgagees.

10.3 Effective Date of this Article. The provisions of this Article 10 shall be applicable only after the Institutional Mortgagee shall have served written notice upon the Association identifying the Lots which it owns or upon which it holds a first mortgage, identifying such mortgage(s), and designating the place to which notices are to be sent by the Association.

## ARTICLE 11

### INSURANCE AND CASUALTY DAMAGE

11.1 Association's Duty. The Association shall have the duty to insure all of the property contained in the Common Areas, including real property and personal property, with fire and extended coverage insurance, public liability insurance and such other insurance as the Association may deem necessary, the fire and extended coverage insurance to be sufficient for full replacement costs. The insurance policies for the Common Areas shall name the Association and any lien holders as insureds, as their respective interests may appear, and the proceeds of such fire and extended coverage insurance shall be used exclusively for repair or replacement purposes.

11.2 Owner's Duty. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance insuring his Home at the highest insurable value, with coverage adequate to cover the full replacement cost of any repair or reconstruction work on the Owner's Lot, and the Association shall be named as additional insured.

11.3 Association's Right to Repair. In the event of damage or destruction by fire or other casualty to an Owner's Home, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed portions of the property in a good workmanlike manner substantially in accordance

with the original plans and specifications for said Lot. If the Owner refuses or fails to commence repairs or the rebuilding of the Home within ninety (90) days after occurrence of the damage or destruction, the Association may repair or rebuild such Home. The Owner must reimburse the Association for the amount actually expended for such repairs or reconstruction, and the Association shall have a lien securing such payment in the same manner provided herein for Assessments.

11.4 Proceeds of Insurance. Notwithstanding anything contained herein to the contrary, the Association may, at its option, require that all proceeds of insurance for damage to any Lot be assigned to and paid directly to the Association, subject to the rights of any Institutional Mortgagee holding the first mortgage on such Lot. The Association shall receive such funds for the exclusive purpose of making and completing such repairs and reconstruction as may be necessary for the habitability, safety and appearance of the damaged Lot.

## ARTICLE 12

### INDEMNIFICATION AND EXCULPATION

12.1 Indemnification. The Association shall defend, indemnify and hold Developer, its partners, and their directors, officers, agents and employees, and the Association's directors, officers, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all claims, suits, actions, threatened actions, injury, loss, liability, damages, causes of action and expenses of any nature ("Indemnified Loss") which may be incurred by Indemnified Parties in connection with or arising directly or indirectly from any personal injury, loss of life, or damage to property on the Property. The indemnification provided in this Section shall apply whether or not any Indemnified Party is acting in his capacity as Developer, director, officer, or agent at the time any Indemnified Loss is incurred.

12.1.1 Indemnified Losses pursuant to this Section shall include, but not be limited to, all costs, attorneys' fees (including all appellate levels), expenses, and liabilities. Indemnified Losses shall also include any and all expenses that any Indemnified Party incurs to enforce its rights under this Declaration, including costs incurred in obtaining an order for specific enforcement of any of the provisions, conditions, covenants or restrictions contained herein.

### 12.2 Exculpation.

12.2.1 The Association and all Owners agree that any liability of any Person arising out of or in connection with this Declaration or the Property shall be limited solely to the cost of correcting defects in work, equipment or components that were warranted in specific written warranties given by the Developer to Owners or to the Association.

12.2.2 No Person shall be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use, loss of capital, cost of substitute housing or equipment, facilities or services, or claims by third parties. Repairs or replacements shall not interrupt or prolong the term or any written warranty or extend the obligation of the Developer to replace or repair the property warranted.

12.2.3 Any rights, privileges, or warranties contained in this Declaration (other than rights of the Developer) shall not be assigned or assignable but are personal between the original Owners or the Association and the Developer.

12.2.4 The Owners agree that there have been no oral or implied warranties by any Person, pertaining to the Property.

12.2.5 A closing on any Lot shall supersede and render null and void any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, except for specific written warranties made by the Developers.

12.2.6 The Owners hereby acknowledge that there is no warranty of merchantability or fitness for any particular purpose as to any of the Property.

12.2.7 The directors, officers, agents and employees of the Developer or the Association shall not be subject to personal liability of any nature arising or by reason of the construction, use or sale of the Property. Each Owner, by acceptance of a deed to a Lot, waives any claim or right that it may have against such person and agrees that any and all claims for liability or loss arising by reason of this Declaration, or the construction, use, or sale of the Property shall be against the Developer only, and shall be limited by and subject to the provisions of this Declaration.

12.3 Limitation of Actions. Notwithstanding anything in this Declaration to the contrary, neither the Association nor any Owner shall be permitted to bring suit against the Developer or its officers, directors, employees or agents for any reason whatsoever.

12.4 Amendment. Notwithstanding anything in this Declaration to the contrary, the provisions of this Article 13 shall not be amended, modified or deleted at any time without the prior written consent of the Developer.

## ARTICLE 13

### GENERAL PROVISIONS

13.1 Duration. The terms, conditions, provisions, covenants and restrictions hereof shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, or any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date the Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots and all Institutional Mortgagees holding mortgages on Lots has been recorded, agreeing to terminate the Declaration in whole or in part; provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such termination, and unless written notice of the proposed termination is sent to every Owner at least ninety (90) days in advance of any action taken.

13.2 Condemnation. In the event all or part of the Common Areas shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such Common Areas. The Owners may, by vote of two-thirds (2/3rds) of the votes of the membership of the Association, agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree such proceeds shall be added to the funds of the Association.

13.3 Interpretation. The provisions of the Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property.

13.4 Rules. All Owners shall comply with the Rules adopted and amended from time to time by the Board. The Rules shall be for the purpose of elaboration and administration of the provisions of the Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

13.5 Legal Fees. Any and all legal fees, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of the Declaration, Articles, Bylaws or Rules, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association.

13.6 Limitations. As long as there is a Class B membership, the Association may not use its resources or take a public position in opposition to the general plan of development for the Property or to changes thereto proposed by the Developer. Nothing in this Section shall be construed to limit the rights of the Owners acting as individuals or in affiliation with other Owners.

13.7 Law to Govern. The Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.

13.8 Compliance. Every Owner and other person coming upon the Property shall comply with the provisions of the Declaration, Articles, Bylaws or Rules.

13.9 Notice. Any notice required to be sent to any Owner under the provisions of the Declaration, Articles, Bylaws, or Rules shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the Person who appears as the Owner on the records of the Association at the time of such mailing, or in the event such address has not been supplied to the Association, to the address of the Lot owned by such Owner.

13.10 Enforcement. The provisions of the Declaration, Articles, Bylaws, and Rules may be enforced by the Association, the Developer, or any Owner. Enforcement of any of the covenants, restrictions, and any other provisions of the Declaration, Articles, Bylaws, or Rules shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or as otherwise provided herein, and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.11 Indemnification. The Association shall indemnify every director and officer of the Association, their heirs, personal representatives, administrators, and successors, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a director and/or officer of the Association, including reasonable attorneys' fees (including attorneys' fees on appeal, if any) except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable or guilty of gross negligence or

willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director and/or officer may be entitled.

13.12 Severability. In the event any provision, covenant, clause, paragraph, phrase, or word of the Declaration or application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder thereof or the application of such provision to persons or circumstances, other than to those which it is determined to be invalid or unenforceable shall not be affected thereby and each remaining provision, covenant, clause, paragraph, phrase, and word shall continue to be valid and enforceable to the fullest extent provided by law.

13.13 Captions or Headings. The headings and paragraph titles utilized throughout the Declaration have been placed herein as a matter of convenience only, and the same shall not be construed in derogation of the language of the remaining provisions of the Declaration.

13.14 Effective Date. The Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

13.15 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

IN WITNESS WHEREOF, this Declaration has been duly executed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

WITNESSES:   
 \_\_\_\_\_ BROWARD 122, LTD., a Florida limited partnership   
 \_\_\_\_\_ By: RILEA DEVELOPMENT CORPORATION, a Florida corporation, general partner

By: \_\_\_\_\_ Alan Ojeda, Vice President

STATE OF FLORIDA )   
 SS:   
 COUNTY OF DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989 by ALAN OJEDA, as Vice President of RILEA DEVELOPMENT CORPORATION, a Florida corporation, the general partner of BROWARD 122, LTD., a Florida limited partnership, on behalf of the limited partnership.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

w-gds 8439.046