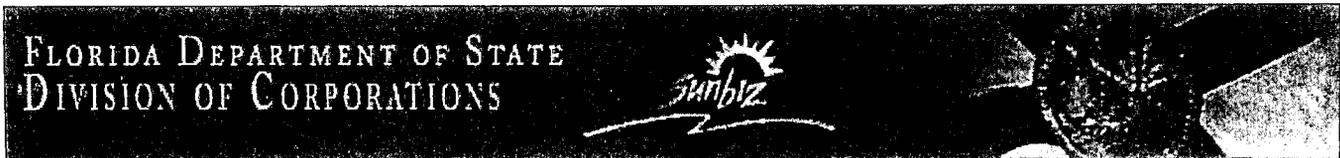


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No Events

No Name History

Detail by Officer/Registered Agent Name

Florida Non Profit Corporation

SILVERLAKES COMMUNITY ASSOCIATION, INC.

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Annual Reports

Report Year	Filed Date
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2006	03/27/2006
2007	03/16/2007

Document Images

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- [04/12/2005 -- ANNUAL REPORT](#)
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- [04/01/2002 -- ANNUAL REPORT](#)
- [02/28/2001 -- ANNUAL REPORT](#)
- [03/14/2000 -- ANNUAL REPORT](#)
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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SILVERLAKES COMMUNITY

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Prepared By:

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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
SILVERLAKES COMMUNITY

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR SILVERLAKES COMMUNITY
("Declaration") is made this 20th day of April, 1990, by
SILVER LAKES PARTNERSHIP, a Florida general partnership
(hereinafter referred to as "Declarant").

Declarant is the owner of the real property described in
Exhibit "A" attached hereto and incorporated herein by reference.
Declarant intends by this Declaration to impose upon the Properties
(as defined herein) mutually beneficial restrictions under a
general plan of improvement for the benefit of all owners of real
property within the Properties. Declarant desires to provide a
flexible and reasonable procedure for the overall development of
the Properties, and to establish a method for the administration,
maintenance, preservation, use and enjoyment of such Properties as
are now or hereafter subjected to this Declaration. Declarant
intends that the Properties shall be developed in accordance with
the Order (as defined herein).

Declarant hereby declares that all of the property described
in Exhibit "B" and any additional property described on Exhibit "A"
which is hereafter subjected to this Declaration by Supplemental
Declaration (as defined herein), or as otherwise permitted to be
annexed which is hereafter subjected to this Declaration by
Supplemental Declaration, shall be held, sold, and conveyed subject
to the following easements, restrictions, covenants, and conditions
which are for the purpose of protecting the value and desirability
of and which shall run with the real property subjected to this
Declaration and which shall be binding on all parties having any
right, title, or interest in the described Properties or any part
thereof, their heirs, successors, successors-in-title, and assigns,
and shall inure to the benefit of each owner thereof. The property
described on attached Exhibit "A" is not currently subject to this
Declaration. This Declaration does not and is not intended to
create a condominium within the meaning of Chapter 718, Florida
Statutes.

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ARTICLE I
DEFINITIONS

Section 1. "Area(s) of Common Responsibility" shall mean and refer to the General Common Area, Exclusive Common Area, and any personal property located thereon, together with those areas, if any, which by the terms of this Declaration, a Supplemental Declaration, the Order, the Indemnification and Insurance Agreement, or by contract or agreement with any Neighborhood, the City of Miramar, Florida, the City of Pembroke Pines, Florida, the District, or any other Person become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of SilverLakes Community Association, Inc., as filed with the Secretary of State of the State of Florida and attached hereto as Exhibit "C," as they may be amended from time to time.

Section 3. "Association" shall mean and refer to SilverLakes Community Association, Inc., a Florida corporation not for profit, its successors or assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Florida corporate law. The use of the term "association" or "associations" in lower case shall refer to any condominium association or other owners association having jurisdiction over any part of the Properties. The Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes.

Section 4. "Benefitted Assessment" shall mean and refer to assessments levied against Unit(s), a Recreational Member(s) or a Commercial Member(s), which receives benefits, items, or services not provided to all Units within a Neighborhood or all of the Properties as more particularly described in Article X, Section 5 of this Declaration.

Section 5. "Benefitted Expenses" shall mean and include the actual and estimated expenses of the Association that are incurred upon the request of the Owner of a Unit, Recreational Member, or a Commercial Member for specific items or services relating to such Unit, Recreational Property or Commercial Property, as applicable, or that are incurred by the Association pursuant to this Declaration or the By-Laws for providing specific items or services relating to or benefitting a Unit, Recreational Property or Commercial Property, if any.

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Section 6. "By-Laws" shall mean and refer to the By-Laws of SilverLakes Community Association, Inc., attached hereto as Exhibit "D" and incorporated herein by reference, as they may be amended from time to time.

Section 7. "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in Article III, Section A(2) of the By-Laws.

Section 8. "Commercial Member" shall mean and refer to any Person who holds record title to Commercial Property, but excluding any party holding an interest in Commercial Property merely as security for the performance of an obligation.

Section 9. "Commercial Property" shall mean any portion of the Properties, other than Recreational Property, which is developed for commercial purposes, as designated solely by Declarant.

Section 10. "Common Assessment" shall mean and refer to assessments levied against all Units, all Recreational Property and all Commercial Property to fund Common Expenses; provided, however, that the Common Assessment for Commercial Property shall not include any Common Expenses pertaining to any Recreational Parcel.

Section 11. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association as described in this Declaration or incurred in carrying out the duties and responsibilities of the Association under this Declaration for which Owners, Recreational Members and Commercial Members are liable to the Association, including expenses relating to the surface water management system and any reasonable reserve, all as are required by this Declaration or as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association. Notwithstanding anything provided herein, Common Expenses pertaining to any Recreational Parcel, other than public liability insurance, shall not be levied against any Commercial Property or Recreational Property, or assessed against any Commercial Member or Recreational Member.

Section 12. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors, the NCC and the

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MC but such determination must be consistent with the Community-Wide Standard originally established by Declarant.

Section 13. "Declarant" shall mean and refer to Silver Lakes Partnership, a Florida general partnership, or its successors, successors-in-title or assigns, including The Hokkaido Takushoku Bank, Ltd., who take title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and as may be designated as Declarant hereunder in a recorded instrument executed by Declarant.

Section 14. "District" shall mean and refer to the South Broward Drainage District, a special taxing district formed under Chapter 298, Florida Statutes.

Section 15. "Exclusive Common Area(s)" shall mean and refer to certain portions of the Properties which are for the primary use and benefit of one or more, but less than all, Neighborhoods, Recreational Property and Commercial Property, as more particularly described in Article II of this Declaration.

Section 16. "General Common Area(s)" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners, Recreational Members and Commercial Members; provided that Recreational Parcels shall be General Common Areas even though Recreational Members and Commercial Members are not entitled to use Recreational Parcels.

Section 17. "Indemnification and Insurance Agreement" shall mean and refer to that Indemnification and Insurance Agreement entered into between the District and Declarant on August 18, 1989 and recorded September 11, 1989 in Official Records Book 16751, Page 43 of the Public Records of Broward County, Florida, as may be amended from time to time. Declarant shall have the right to seek amendments to the Indemnification and Insurance Agreement.

Section 18. "MC" shall mean and refer to the Modifications Committee, as further described in Article XI, Section 2 hereof.

Section 19. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 20. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, which is held by a Mortgagee.

Section 21. "Mortgagee" shall mean and refer to (a) any generally recognized lending institution having a first mortgage lien upon a Unit, Recreational Property or Commercial Property, including, but not limited to, any of the following institutions:

a federal or state savings and loan or building and loan association; a national, state, or other bank or real estate investment trust; or mortgage banking company doing business in the State of Florida; or a life insurance company; or a subsidiary of a holding company owning any of the foregoing; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA) and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Unit, any Recreational Property or any Commercial Property; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, or to construct improvements upon the Properties and who have a mortgage lien of any priority on all or a portion of the Properties securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Unit, any Recreational Property or any Commercial Property.

Section 22. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 23. "NCC" shall mean and refer to the New Construction Committee, as further described in Article XI, Section 1 hereof.

Section 24. "Neighborhood" shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing types subject to this Declaration created by being designated as a Neighborhood on Exhibit "B" to this Declaration or in a Supplemental Declaration. For example, and by way of illustration and not limitation, each condominium, townhome development, patio home development, and single-family detached housing development may constitute a separate Neighborhood. Neighborhoods shall not be comprised of Recreational Property or Commercial Property.

When the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association (as defined in Article III, Section 3 hereof) having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by an additional owners association except in the case of a condominium or as otherwise required by law. Neighborhoods may be divided or combined in accordance with Article III, Section 3, of this Declaration.

Section 25. "Neighborhood Assessments" shall mean assessments levied against the Units in a particular Neighborhood

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or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article X, Section 1 of this Declaration.

Section 26. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Section 27. "Order" shall mean and refer to the Development Order for Designation of Silver Lakes in the Cities of Miramar and Pembroke Pines as a Florida Quality Development under Section 380.061, Florida Statutes, issued by the Florida Department of Community Affairs on July 1, 1988, recorded on July 13, 1988 in Official Records Book 15602, Page 186 of the Public Records of Broward County, Florida, as may be amended from time to time. Declarant shall have the right to seek amendments to the Order.

Section 28. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit or Rental Building which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit or Rental Building is sold under a recorded agreement for deed, and the agreement for deed specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. Commercial Members and Recreational Members are not Owners as that term is used herein.

Section 29. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity, or the personal representative of a natural person or other legal representative of an entity or natural person.

Section 30. "Properties" shall mean and refer to the real property described in Exhibit "B" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration, unless otherwise specified herein.

Section 31. "Recreational Member" shall refer to any Person who holds record title to Recreational Property, but excluding any party holding an interest merely as security for the performance of an obligation. If Recreational Property is leased and the lease specifically so provides, then the lessee (rather than the fee owner) will be considered the Recreational Member. If Recreational Property is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Recreational Member. The Recreational Member shall pay assessments as provided in Article

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X of this Declaration and shall be entitled to vote as provided in Article III, Section 2 of this Declaration.

Section 32. "Recreational Parcel" shall mean and refer to any portion of property which is used primarily for recreational purposes and which is designated by Declarant as a Recreational Parcel in a Supplemental Declaration. Recreational Parcels are or will become General Common Area.

Section 33. "Recreational Property" shall mean and refer to any portions of the Properties which is operated for recreational purposes, as designated solely by Declarant, and which is not General Common Area or Exclusive Common Area.

Section 34. "Rental Building" shall mean and refer to each residential building, including the land on which such building is situated which, except for perhaps a manager's residence or a model unit(s), contains more than one Unit all of which are offered as rentals, and the portions of the Property on which such Rental Building is located or is to be located is designated as a "Rental Building" by Declarant in this Declaration or a Supplemental Declaration; provided, however, if a residential building is or becomes a condominium or cooperative, or part of a condominium or cooperative, such building shall not be deemed a Rental Building even if it contains Units which are offered primarily as rentals; and provided further that if a residential building becomes subject to any property owners' association other than the Association, such building shall not be deemed a Rental Building even if it contains Units which are offered primarily as rentals, unless otherwise designated by Declarant in a Supplemental Declaration, in which case such designation shall be effective so long as the Owner of such Rental Building does not convey any Units in such Rental Building other than all Units to a single grantee.

Section 35. "SFWMD" shall mean the South Florida Water Management District.

Section 36. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 4 of this Declaration.

Section 37. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or specifies additional Exclusive Common Area, or designates Voting Groups as specified in Article III, Section 3(b) hereof, or for any other purpose set forth in this Declaration. The term shall also refer to the instrument recorded by the

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Association pursuant to Article VIII, Section 2 of this Declaration to subject additional property to this Declaration.

Section 38. "Unit" shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, apartment units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted or described lots, as well as vacant land (homesites) intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or a part of the Properties. The term shall include all portions of the lot owned as well as any structure thereon. In the case of a structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the site plan approved by Declarant, until such time as a subdivision plat or other instrument subdividing the land, including without limitation a declaration of condominium, has been recorded in the Public Records of Broward County, Florida on all or a portion thereof and after the recordation of the plat or other such instrument, the number of Units for such portion of the Properties shall be determined based upon the number of Units shown on the plat or other such instrument. After issuance of a certificate of occupancy on any portion thereof, the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph. When the term "residence" is used herein, it shall refer to a Unit for which a certificate of occupancy or like certificate has been issued.

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When a Unit is located in a Rental Building, any lien which may be created under this Declaration shall attach to all portions of the Properties owned by the Owner of such Unit, notwithstanding anything provided in this Declaration to the contrary.

Section 39. "Voting Group" shall mean the group of Members whose Units are represented by one (1) or more Voting Members who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Article III, Section 3(b), of this Declaration. All Commercial Members may constitute one (1) Voting Group; all Recreational Members may constitute one (1) Voting Group; or all Commercial

Members and Recreational Members may together constitute one (1) Voting Group, as determined by Declarant.

Section 40. "Voting Member" shall mean and refer to the representative selected by the Members of each Neighborhood to be responsible for casting all votes attributable to Units in the Neighborhood for election of directors, amending this Declaration or the By-Laws, and all other matters provided for in this Declaration and in the By-Laws. The Voting Member from each Neighborhood shall be the senior elected officer (e.g., Neighborhood Committee chairman or Neighborhood Association president) from that Neighborhood; the alternate Voting Member shall be the next most senior officer. Each Commercial Member and each Recreational Member shall be a Voting Member; provided that if any Commercial Property or Recreational Property is administered by a condominium association or other property owners association, then the president of such association, or the vice president in his absence, or in both of their absence, then such person as may be designated by such association shall be the Voting Member for such Commercial Property or Recreational Property.

Section 41. "Wetlands" or "Wetland" shall mean and refer to the wetlands required by the Order to be established within the Properties.

ARTICLE II
PROPERTY RIGHTS

Section 1. General Common Area. The initial General Common Area is described on attached Exhibit "E." Any other General Common Area may be designated as such in the deed conveying same to the Association or on a plat relating to such General Common Area or in a Supplemental Declaration. There is hereby created in favor of every Owner a nonexclusive easement of use, access and enjoyment in and to the General Common Area, subject to the provisions of this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of use and enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. The Board shall have the right to limit the number of social invitees to which an Owner may delegate his or her right of use and enjoyment of the General Common Area. The Board shall have the right to promulgate and charge use fees against any Persons, including Owners, for use of the General Common Area, including without limitation, any Recreational Parcel, whether or not such Recreational Parcel has been designated by Declarant as General Common Area.

This Declaration is subject to any other easement currently of record which affects any of the property described in Exhibit "A" or Exhibit "B" hereof. Any easements in favor of the

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Association shall be deemed Areas of Common Responsibility to the extent of such easements. Additionally, Declarant reserves on behalf of the Association the right to accept any easements in favor of the Association over, under, across or through any portion of real property which abuts or is adjacent to any of the property described in Exhibit "A" or Exhibit "B" hereof, and such easements shall be deemed Areas of Common Responsibility to the extent of such easements created. Any real property shall be considered adjacent to or abutting any of the property described in Exhibit "A" or Exhibit "B" even though a street, lake or canal may lie between any of such properties.

There is hereby created in favor of the Recreational Members and the Commercial Members a nonexclusive easement of ingress and egress over the General Common Area for access only to the extent necessary for such access to the Recreational Property and Commercial Property. The Recreational Member(s) and Commercial Members may delegate this easement to their guests, invitees, tenants, customers, and employees to the extent access is needed to such Recreational Property or Commercial Property.

Notwithstanding anything provided herein, Commercial Members and Recreational Members shall not be permitted to use any Recreational Parcel.

Section 2. Exclusive Common Areas. Certain portions of the Properties may be designated as Exclusive Common Areas and reserved for the exclusive use of Owners and occupants of Units within a particular Neighborhood or Neighborhoods, the Recreational Members and/or the Commercial Members. There is hereby created in favor of every Owner in a particular Neighborhood, Recreational Property or Commercial Property, to which particular Exclusive Common Area has been designated, a nonexclusive easement of use, access and enjoyment in and to such Exclusive Common Area. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners of Units in only those Neighborhoods which are benefitted thereby as a Neighborhood Assessment, as defined herein, and against the Recreational Member whose Recreational Property is benefitted thereby; and the Commercial Member whose Commercial Property is benefitted thereby, as applicable. By way of illustration and not limitation, Exclusive Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned in the deed conveying the Exclusive Common Area to the Association or on the plat relating to such Exclusive Common Area or in a Supplemental Declaration. Exclusive Common Area may be reassigned upon the vote of a majority of the total Association vote, including a majority of the votes within the Neighborhood(s) and the vote of the Recreational Member and the vote of the Commercial Member, as applicable, to which the

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Exclusive Common Areas are assigned, and those to which the Exclusive Common Areas are to be assigned.

Section 3. Recreational Property. ACCESS TO ANY RECREATIONAL PROPERTY WITHIN THE PROPERTIES IS STRICTLY SUBJECT TO THE TERMS, CONDITIONS, RULES AND PROCEDURES ESTABLISHED BY THE OWNERS OF SUCH RECREATIONAL PROPERTY. NO OWNER OR OCCUPANT GAINS ANY RIGHT TO ENTER OR TO USE RECREATIONAL PROPERTY OR FACILITIES THAT MAY BE CONSTRUCTED THEREON BY VIRTUE OF OWNERSHIP OR OCCUPANCY OF A UNIT OR OWNERSHIP OF COMMERCIAL PROPERTY.

Section 4. Commercial Property. Portions of the real property which are described in Exhibit "A" to this Declaration will be developed and used for commercial purposes, and such portions may be added to the Properties by a Supplemental Declaration.

Section 5. Area of Common Responsibility. The surface water management system of the Properties shall be an Area of Common Responsibility. In addition to any Area of Common Responsibility specifically set forth in this Declaration, the Areas of Common Responsibility may include without limitation any Recreational Parcel, any landscaping on public roadways in the vicinity of the Properties and any lakes or canals owned by the District pursuant to the terms and provisions of the Indemnification and Insurance Agreement.

Section 6. Conveyance of General Common Areas and Exclusive Common Areas. Declarant agrees that it shall convey by quitclaim deed to the Association, and the Association agrees that it shall accept, fee simple title to those portions of the General Common Areas and Exclusive Common Areas it owns in an "As Is" condition subject only to: this Declaration, Supplemental Declarations, and all other Association documents; the Order; the Indemnification and Insurance Agreement; real estate taxes for the year of such conveyance and subsequent years; all applicable zoning ordinances and other land use regulations; such facts as an accurate survey would show; and all covenants, agreements, easements, restrictions and reservations now or hereafter placed of record. Declarant shall convey to the Association by quitclaim deed all such portions of the General Common Areas and Exclusive Common Areas within the Properties not previously conveyed to the Association on or before the termination of the Class "B" Control Period; provided, however, that any property owned by Declarant which is designated as General Common Area or Exclusive Common Area after the termination of the Class "B" Control Period shall be conveyed to the Association at the time of such designation. Notwithstanding anything provided herein, Declarant may convey all or portions of the General Common Areas and Exclusive Common Areas to the Association at such time prior to the termination of the Class "B" Control Period as Declarant may determine. THE

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ASSOCIATION AGREES TO ACCEPT "AS IS" THE CONVEYANCE OF THE GENERAL COMMON AREAS, EXCLUSIVE COMMON AREAS AND THE PERSONAL PROPERTY AND IMPROVEMENTS APPURTENANT THERETO, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION OR FITNESS OF THE GENERAL COMMON AREAS, EXCLUSIVE COMMON AREAS, OR PORTIONS THEREOF AND THE PERSONAL PROPERTY AND IMPROVEMENTS THEREON. All costs and expenses of such conveyance shall be paid for by the Association.

Section 7. Indemnification and Insurance Agreement. Certain lakes abutting or adjacent to the Properties are referred to in the Indemnification and Insurance Agreement (the "Lakes"). Pursuant to the Indemnification and Insurance Agreement, Declarant was granted the right to establish and record such use restrictions and covenants which pertain to, among other things, the use of the Lakes and canals for irrigation purposes, the use of the Lakes and adjoining canals for recreational and other purposes, including without limitation, boating, swimming, fishing, and dock use within the Lakes or adjoining canals and the maintenance of the Lakes and other areas. The right to establish and record such use restrictions may be assigned by Declarant to the Association at any time after termination of the Class "B" Control Period; in such instance, the Association shall accept such assignment. Pursuant to the Indemnification and Insurance Agreement, Declarant and the Association, and such other parties as are described in the Indemnification and Insurance Agreement, shall have the right to enforce such use restrictions and covenants by all means allowable by law, or such other means as may be contained in any instrument of record. Pursuant to the Indemnification and Insurance Agreement, various obligations and rights of Declarant therein set forth are assigned by Declarant to the Association in accordance with the provisions of Article IV, Section 1 hereof, which the Association hereby accepts. Notwithstanding anything provided herein, in no event shall any use restrictions or covenants interfere with the right of the District to use the Lakes for their intended purpose or interfere with the rights of the District pursuant to the Indemnification and Insurance Agreement.

Declarant does not warrant or represent that the rights described in this Section 7 which were granted to it and its successors or assigns under the Indemnification and Insurance Agreement are enforceable because the assigning party, the District, is a governmental body under the laws of the State of Florida; therefore, the delegation of such rights may not be enforceable.

Section 8. Governmental Interests. For so long as Declarant owns any property described in Exhibits "A" or "B," Declarant shall have the right to designate sites within the Properties for fire, police, water and sewer facilities, public schools and parks, and other public facilities.

Section 9. City of Miramar. As to any portion of the Properties which are either General Common Area or Exclusive Common Area and which lie within the City of Miramar, such General Common Area and Exclusive Common Area shall conform to their intended use and remain for the purposes expressed in this Declaration as required by Ordinance 68-4, as amended, unless expressly preempted by the Order.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. Each Commercial Member and Recreational Member shall have a membership in the Association, and shall be entitled to vote except as specifically provided herein or in the By-Laws.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. If the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit, Recreational Property or Commercial Property owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner, Recreational Member or Commercial Member in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B," as follows:

(a) Class "A". Class "A" Members shall be all Members with the exception of the Class "B" Member, if any. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Unit shall be exercised by the Voting Member representing the Neighborhood of which the Unit is a part, or the Voting Member representing a designated portion of Commercial Property or Recreational Property.

In any situation when a Member is entitled personally to exercise the vote for his Unit, Commercial Property or Recreational Property and more than one (1) Person holds the interest in such Unit, Commercial Property or Recreational Property required for membership, the vote for such Unit, Commercial Property or Recreational Property shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the

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Unit's vote or the vote of the Commercial Property or the Recreational Property shall be suspended if more than one (1) Person seeks to exercise it.

Notwithstanding anything provided herein, there shall be no vote (a) for any Unit(s) owned by the Association.

Notwithstanding anything provided herein, under no circumstances shall Recreational Members or Commercial Members, or their Voting Members, have a right to vote on any matter which pertains primarily or exclusively to any Recreational Parcel.

Votes of Class "A" Members are assigned as follows:

(i) Units Not in Rental Buildings. Class "A" Members owning Units not located in Rental Buildings shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Unit.

(ii) Units in Rental Buildings. Class "A" Members owning Rental Buildings shall be entitled to one-half (1/2) vote for each Unit located in such Rental Building(s) in which they hold the interest required for membership under Section 1 hereof; there shall only be one-half (1/2) vote for each Unit.

(iii) Commercial Property. There is hereby attributed to each designated portion of Commercial Property one (1) vote for each one-third (1/3) gross acre of land or fraction thereof comprising such Commercial Property. Such vote shall be cast by the Voting Member as set forth herein. Notwithstanding anything provided herein, if a commercial condominium is created on Commercial Property, the votes attributed to such Commercial Property shall also be one (1) vote for each one-third (1/3) gross acre of land or fraction thereof comprising the condominium; the votes shall not be determined based on the number of condominium units in such condominium. Additionally, if any property owners' association other than the Association is created to administer any portion of Commercial Property, the votes attributed to such Commercial Property shall also be one (1) vote for each one-third (1/3) gross acre of land or fraction thereof comprising such portion of Commercial Property administered by the property owners' association; the votes shall not be determined based on the number of lots or parcels in such portion of the Commercial Property.

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(iv) Recreational Property. There is hereby attributed to each designated portion of Recreational Property one (1) vote for every ten (10) gross acres of land or fraction thereof comprising such Recreational Property. Such vote shall be cast by the Voting Member as set forth herein.

(b) CLASS "B". The Class "B" Member shall be Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article III, Section 2, of the By-Laws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of Directors and any committee as provided in Article III, Section 3, of the By-Laws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(1) three (3) years after expiration of the Class "B" Control Period pursuant to Article III of the By-Laws; or

(ii) when, in its discretion, Declarant so determines.

Section 3. Neighborhoods and Voting Groups.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood as designated by Declarant. The Units within a particular Neighborhood may be subject to additional covenants and/or Declarant shall have the right to require that the Unit Owners shall all be members of another owners association ("Neighborhood Association") in addition to the Association. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as described in Article V, Section 3, of the By-Laws, to represent the interests of Owners of Units in such Neighborhood.

Each Neighborhood, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood. The Association shall provide such services and the cost of such services shall be assessed against the benefitted Units as a Neighborhood Assessment pursuant to Article X hereof.

The senior elected officer or chairperson, as applicable, of each Neighborhood Association or Neighborhood Committee shall serve as the Voting Member for such Neighborhood and shall cast all votes attributable to Units in the Neighborhood on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the By-Laws. The next most senior officer or vice chairperson, as applicable shall be the alternate Voting Member and may cast such votes in the absence of the Voting Member. The Voting Member may cast all such votes as it, in its discretion, deems appropriate.

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After the expiration of the Class "B" Control Period, upon a petition signed by a majority of the Unit Owners in the Neighborhood, any Neighborhood may also apply to the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units included within the proposed Neighborhood(s). A Neighborhood consolidation or division requested by the Neighborhood or by the Neighborhood developer shall be deemed denied unless the Board of Directors grants such application in writing within thirty (30) days of its receipt thereof. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

(b) Voting Group. In order to guarantee representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others, Declarant shall establish Voting Groups for election of directors to the Board. Voting Groups shall be established by Declarant at least ninety (90) days prior to the expiration of the Class "B" Control Period by the recording of a Supplemental Declaration in the Public Records of Broward County, Florida establishing the Voting Groups. Voting Groups may generally be composed of Neighborhood(s) of similar housing types. Additionally, all Commercial Property may constitute one (1) Voting Group; all Recreational Property may constitute one (1) Voting Group; or all Commercial Property and Recreational Property may together constitute one (1) Voting Group. Each Voting Group shall be entitled to elect one (1) director. After expiration of the Class "B" Control Period, and until Declarant no longer has a right to annex property in accordance with Article VIII hereof, Declarant reserves the right to redesignate Voting Groups. This subsection (b) may not be amended without the written approval of all Voting Members and the written consent of Declarant.

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ARTICLE IV MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but is not limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all Areas of Common Responsibility which may include,

without limitation, landscaping and other flora, structures, and improvements, including all private streets, medians, street lights, entry features and signage, entry gates and gate houses, if any, lakes, canals, littoral zones and Wetlands, recreational nodes, picnic areas, sidewalks, boardwalks, bicycle/jogging paths and Recreational Parcels situated upon the General Common Areas and Exclusive Common Areas, if any; of the surface water management system of the Properties, except for such portions thereof as are maintained by the District or others as permitted by the SPWMD; of all areas not within the General Common Area and Exclusive Common Area originally maintained by Declarant; and of such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, the Order, or by a contract, easement or agreement for maintenance thereof by Declarant or the Association. However, the Association by contract or agreement, may assign its maintenance responsibility for any part of the Area of Common Responsibility to the City of Miramar, Florida, the City of Pembroke Pines, Florida, the District, or any other Person.

Declarant reserves the right to require that the Association maintain, repair and replace street lighting (the term "street lighting" shall include light poles and appurtenances thereto and the light bulbs and wiring therefor) located within the Properties and the cost of electricity therefor, and the cost and expense for the foregoing in such a case shall be a Common Expense, notwithstanding that such street lighting may be located on portions of the Properties which are not owned by the Association or are not General Common Areas or Exclusive Common Areas. Any reimbursement from any utility company for the installation of street lighting shall accrue to the party who installs such street lighting.

The Association shall have the right to provide for monitoring of the use of pesticides, herbicides and fertilizers within the General Common Areas or Exclusive Common Areas. The Board, in accordance with the Order, shall have the right to prohibit or limit the use of particular pesticides, herbicides, chemicals and fertilizers within particular General Common Area and Exclusive Common, which may include recreation and/or preservation areas as referred to in the Order.

The Association shall control and remove all invasive exotic plants from the Wetlands, as required by the Order and perform such other duties and tasks as shall be required by the planting, cleaning, and monitoring plan for the Wetlands as required by the Order or the Indemnification and Insurance Agreement as shall be necessary to maintain the overall health of the Wetlands. The Association, through the Board, shall also make provision to educate Members, such as through the use of signs and lectures, as to the use, creation and function of the Wetland portions of the

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Properties. The Association shall further comply with the planting, cleaning and monitoring requirements set forth in the Order or the Indemnification and Insurance Agreement pertaining to the Wetlands, and shall submit any reports pertaining thereto which are required under the Order. The Association shall repair any damage which may be caused to the Wetlands or the surface water management system of the Properties. The obligation of the Association for maintenance of the Wetlands and the internal drainage culverts of the surface water management system of the Properties may be further defined by a separate maintenance agreement between the District and Declarant or Association, and the Association agrees to perform in accordance with such agreement as to any completed portions of the Wetlands and the internal drainage culverts. The Association shall maintain and replace markers indicating the drop-off location of any lake as required and approved by the District.

The Association shall keep Declarant informed as to all aspects of the maintenance of the Wetlands. Subject to any approvals required by the Order, Declarant reserves the right to assign any of its rights or obligations under the Order to the Association, and in such instance, the Association shall accept such assignment. The costs of any maintenance, replacement, monitoring, cleaning and planting requirements with respect to the Wetlands as set forth in the Order, in this Declaration or in the Indemnification and Insurance Agreement shall be a Common Expense. Additionally, pursuant to the Indemnification and Insurance Agreement, the maintenance cost of any plant growth which extends beyond twenty-five (25') feet into any lake shall be divided between Declarant and the District, with Declarant responsible for seventy-five (75%) percent of the cost and the District responsible for twenty-five (25%) percent of the cost. There is hereby assigned to the Association, and the Association hereby accepts and assumes, the obligation to pay the seventy-five (75%) percent share of the maintenance cost of such plant growth. The Association's share of such maintenance cost shall be a Common Expense.

In accordance with the Indemnification and Insurance Agreement, Declarant hereby assigns to the Association, and the Association hereby accepts, the responsibility and obligation to indemnify and hold harmless the District from and against any and all actions or claims which the District may incur by reason of or in consequence of the failure of the Association to perform in accordance with the requirements set forth in this Declaration which pertain to the Wetlands or the surface water management system of the Properties. Additionally, the Association agrees to indemnify and hold harmless Declarant from and against any and all actions or claims which Declarant may incur by reason of or in consequence of the failure of the Association to perform in accordance with the requirements set forth in this Declaration which pertain to the Wetlands or the surface water management

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system of the Properties. Any expenses or costs, including reasonable attorneys' fees, incurred by the District or Declarant with respect to the matters for which the District or Declarant has been indemnified under this provision shall be a Common Expense. The District has the right, under the Indemnification and Insurance Agreement, to file a lien against the Properties to secure the collection of such expenses, costs and fees.

In addition, in accordance with the Indemnification and Insurance Agreement, Declarant hereby assigns to the Association, and the Association hereby accepts, the obligation to indemnify and hold harmless, to the extent permitted by law, the District and its agents and employees, from any and all liability, loss or damage the District, its agents and employees, may suffer as a result of claims, demands, costs, attorneys' fees, judgments, liens, penalties, or interest, or as a result of any damage caused by the District, its agents or employees, to the vegetation which will be located in the Wetlands, except for such damages which are caused by the willful or wanton acts or gross negligence of the District, its officers, agents or employees.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of General Common Areas shall be a Common Expense to be allocated among all Units, all Commercial Property and all Recreational Property as part of the Common Assessment, provided that Common Expenses which pertain to any Recreational Parcel, except for public liability insurance, shall not be assessed against any Commercial Member or any Recreational Member, or levied against any Commercial Property or Recreational Property. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be in the case of Neighborhoods a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Benefitted Assessment assessed against the Commercial Property or Recreational Property to which the Exclusive Common Areas are assigned, or a combination of the above, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

The Wetlands and the surface water management system within the Properties shall be maintained by the Association, together with any adjacent shoreline, except as may be otherwise provided for herein or in a Supplemental Declaration, in an ecologically sound condition in compliance with all applicable governmental requirements. The Association shall not be required to maintain any portion of the surface water management system adjoining the Properties if such portions of the surface water management system is being maintained by the District.

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In accordance with the Order, the Association shall establish an ongoing hazardous and toxic waste collection program. The Association shall also establish an annual education and information campaign to notify Owners of the annual collection program. At least once annually on such date set forth by the Board pursuant to the Order, the Board shall designate collection areas within the Properties for Members to bring and deposit such hazardous and toxic wastes. Such collection shall be provided by a hazardous waste collection and disposal business licensed in the State of Florida. The Association shall also prepare an annual report no later than February 1st of each year on the collection program which it shall provide to Declarant. The costs of the hazardous and toxic waste collection program shall be a Common Expense.

In accordance with the Order, the Association shall periodically remove pollutant accumulations from pollution retardant structures due to stormwater runoff. The Association shall limit the application of pesticides and fertilizers in vegetated retention areas which are part of the General Common Areas and Exclusive Common Areas to once per year for preventive maintenance and to emergencies, such as uncontrolled insect infestation.

The Association shall provide mass transit route information and schedule information in convenient locations throughout the Properties. Any costs relating to the providing of such information shall be a Common Expense.

The Association shall maintain and replace any osprey nests initially placed by Declarant on any of the Wetlands. Any costs relating to such osprey nests shall be a Common Expense.

The Association shall also be responsible for maintenance, repair and replacement of property within any Neighborhood to the extent designated in any Supplemental Declaration affecting the Neighborhood. The Association may also assume maintenance responsibilities with respect to any Neighborhood in addition to those that may be designated by any Supplemental Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided, unless specifically provided otherwise in a Supplemental Declaration. The provision of services in accordance with this Section shall not constitute discrimination within a class.

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The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, (a) if such maintenance is required by this Declaration, the Order or the Indemnification and Insurance Agreement or any maintenance agreement entered into pursuant to any of the foregoing, (b) if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard or to cause compliance with this Declaration, or (c) if the maintenance is requested by a Unit Owner, a Recreational Member or a Commercial Member, the costs of which are to be charged to the Unit Owner, the Recreational Member or the Commercial Member as a Benefitted Assessment.

Section 2. Responsibility of Owners, Commercial Members and Recreational Members. Each Owner, each Recreational Member and each Commercial Member shall maintain his Unit, Recreational Property or Commercial Property, respectively, and all structures, sidewalks, parking areas and other improvements comprising the Unit, Recreational Property or Commercial Property in a manner consistent with the Community-Wide Standard and all applicable covenants, unless, in the case of a Unit, such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. Each Owner shall also maintain those areas from the Unit, Commercial Property or Recreational Property boundary to a lake bank (water's edge) or landscaped portion of the golf course, where bounded by a lake or golf course. If any Owner, Recreational Member or Commercial Member fails properly to perform his or her maintenance responsibility, the Association or Declarant may perform such maintenance responsibilities and assess all costs incurred against the Unit, the Recreational Property or Commercial Property and the owner thereof in accordance with Article X, Section 4 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association or Declarant shall afford the Owner, Commercial Member or Recreational Member, as appropriate, reasonable notice and an opportunity to cure the problem prior to entry.

Section 3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of maintenance of certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets and parking areas within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

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Any Neighborhood having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to additional covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood fails to perform its maintenance responsibility as required herein and in any additional covenants, the Association may perform it and assess the costs against all Units within such Neighborhood as provided in Article X, Section 4 of this Declaration.

ARTICLE V
INSURANCE AND CASUALTY LOSSER

Section 1. **INSURANCE.** The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain property and casualty insurance, if reasonably available at the Board's sole determination, for all insurable improvements owned or maintained by the Association on the Area of Common Responsibility, as applicable; provided, however, that at no time shall there be less than fire and extended coverage. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Area of Common Responsibility, as applicable, the Association may, upon request of a Neighborhood, and shall, if so specified in a Supplemental Declaration affecting the Neighborhood, obtain and continue in effect adequate property and casualty insurance, if reasonably available at the Board's sole determination, on properties within the Neighborhood; provided, however, that at no time shall there be less than fire and extended coverage. Such coverage may be in such form as the Board of Directors deems appropriate and the face amount of the policy shall be sufficient to cover the full replacement cost of all structures to be insured. The costs thereof shall be charged to the Owners of Units within the benefitted Neighborhood as a Neighborhood Assessment.

The Association shall have no insurance responsibility for any part of any Recreational Property or any Commercial Property.

Insurance obtained on the properties within any Neighborhood, whether obtained by such Neighborhood or the Association, shall at a minimum comply with the applicable provisions of this Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Areas of Common Responsibility. All such insurance shall be in a face amount sufficient to cover the full replacement cost of all insured structures. All such policies shall provide for a certificate of

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insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Association, if any.

The Board shall also obtain a public liability policy covering the Association and its Members with respect to the Area of Common Responsibility, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members or agents or any other person who has a right to occupy a Unit. The public liability policies shall have at least a Three Million (\$3,000,000.00) Dollar per occurrence limit, and any part thereof insured as umbrella liability shall be acceptable, and a minimum of Two Hundred Fifty Thousand (\$250,000.00) Dollar limit on property damage.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses of the Association and shall be included in the Common Assessment, as more particularly described in Article X, Section 1; provided, in the discretion of the Board of Directors, premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted thereby, and assessed as a Benefitted Assessment against the Commercial Property or Recreational Property benefitted, as applicable, unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. The policies may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

(b) All policies on the Area of Common Responsibility, as applicable, shall be for the benefit of the Association and its Members; all policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if any,

the Owners of Units within the Neighborhood, and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Members, Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available at the Board's sole determination, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Broward County, Florida area.

(f) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual owners' policies from consideration; and

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(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the annual Common Assessments on all Units, Commercial Property and Recreational Property, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and the Association that each Owner shall carry casualty insurance with fire and extended coverage on the Unit(s) and structures constructed thereon, meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Area of Common Responsibility, unless either the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. Unless otherwise provided in a Supplemental Declaration, if a structure is totally destroyed, the Owner may, subject to the approval of the MC as hereinafter defined, decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

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A Neighborhood may have more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within the Neighborhood and the standard for returning the

Units to their natural state if the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the General Common Area, Exclusive Common Area or to the common property of any Neighborhood Association shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total Class "A" vote of the Association, if General Common Area, or the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood whose Exclusive Common Area is damaged, or the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Association whose common property is damaged, if common property of a Neighborhood Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If the General Common Area or Exclusive Common Area to be repaired or reconstructed is a Recreational Parcel, no Commercial Member or Recreational Member shall have the right to vote as to whether such Recreational Parcel will be repaired or reconstructed; in such a case, the seventy-five (75%) percent requirement shall apply to the Class "A" vote other than votes attributed to Commercial Members or Recreational Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgages shall have the right to participate in the determination of whether the damage or destruction to General Common Area, Exclusive Common Area or common property of a Neighborhood shall be repaired or reconstructed.

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(c) If it should be determined in the manner described above that the damage or destruction to the General Common Area, Exclusive Common Area or to the common property of any Neighborhood

Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. If no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5. Repair and Reconstruction. If the damage or destruction to the General Common Area, Exclusive Common Area or to the common property of a Neighborhood Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners, the Recreational Members and the Commercial Members, on the same basis as provided for Common Assessments; provided, if the damage or destruction involves the common property of a Neighborhood Association, only the Owners of Units in the affected Neighborhood shall be subject to assessment therefor, and further provided, if the damage or destruction involves a Recreational Parcel, the Special Assessment shall be levied only against all Owners, and not against any Commercial Member or Recreational Member. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the General Common Area, Exclusive Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not

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be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

**ARTICLE VII
CONDEMNATION**

Whenever all or any part of the General Common Area or Exclusive Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members, Recreational Members and Commercial Members collectively representing at least seventy-five (75%) percent of the total Class "A" vote in the Association and of Declarant, as long as Declarant owns any property described on Exhibits "A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the General Common Area or Exclusive Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking, Declarant, so long as Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Voting Members, Recreational Members and Commercial Members collectively representing at least seventy-five (75%) percent of the total Class "A" vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the General Common Area or Exclusive Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

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If the taking does not involve any improvements on the General Common Area or Exclusive Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege and option, from time to time at any time until all property described on Exhibit "A" has been subjected to this Declaration or December 31, 2020, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association any portion of real property, including without limitation that described in Exhibit "A" attached hereto. Declarant shall have the right to amend Exhibit "A" from time to time, with the consent of no other Person being required, to add real property to such Exhibit. Such annexation shall be accomplished by filing in the Public Records of Broward County, Florida, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Members, Voting Members or any other Person, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless provided therein. Declarant shall have the unilateral right, privilege and option to transfer to any other Person the said right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, the Association may annex real property other than that described on Exhibit "A", and following the expiration of the right in Section 1, the Association may annex any property described on Exhibit "A", to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Voting Members representing a majority of the Class "A" votes of the Association present at a meeting duly called for such purpose and of Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing of record in the Public Records of Broward County, Florida, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the

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proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Additional General Common Area or Exclusive Common Area. Declarant may convey to the Association additional property, improved or unimproved, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members. Additionally, Declarant shall have the right, in its sole and absolute discretion, to alter the boundaries of the General Common Areas or the Exclusive Common Areas, and to construct, develop or modify the General Common Areas or the Exclusive Common Areas, and any improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by Declarant to be in the best interest of the Properties, without the consent or joinder of any Person, including, without limitation, the Association, any Neighborhood Association, the Members, any Voting Member or any Mortgagee, or any other Person, for so long as Declarant shall have any interest in any portion of the property described in Exhibit "A" hereof.

Section 4. Withdrawal of Property. Declarant reserves the right to amend this Declaration at any time, and with the approval of no other Person being required, so long as it holds an unexpired option to expand the community pursuant to this Article VIII, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties, as determined by Declarant.

Section 5. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as Declarant owns any property described in Exhibits "A" or "B" hereof.

ARTICLE IX
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Area of Common Responsibility. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Areas of Common Responsibility and all improvements thereon (including, without limitation, furnishings and equipment

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related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within or outside of the Properties conveyed or assigned to it by Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, other than the Commercial Property and the Recreational Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Order. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the General Common Area or Exclusive Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county or municipal ordinances and to permit Broward County, the City of Miramar or the City of Pembroke Pines to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 8 of this Article. There shall be four (4) types of assessments: (a) Common Assessments to fund Common Expenses for the benefit of all Members of the Association, provided that Common Expenses which pertain to any Recreational Parcel shall not be levied against any

Commercial Property or Recreational Property, or assessed against any Commercial Member or Recreational Member; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 4 below; and (d) Benefitted Assessments as described in Section 5 below. Each Recreational Member, each Owner and each Commercial Member, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments, as applicable.

Common Assessments shall be levied equally on all Units other than Units in Rental Buildings, and shall be levied on Units in Rental Buildings, the Recreational Members and the Commercial Members, as provided in Section 2 below. Neighborhood Assessments shall be levied equally against all Units in the Neighborhood benefitting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such assessments for the use of particular Units shall be levied on each of the Units in proportion to the benefit received, if so directed by the Neighborhood in writing to the Board of Directors. Special Assessments and Benefitted Assessments shall be levied as provided in Sections 4 and 5 below, respectively.

The Association shall have the right to retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of Declarant) to assist in the operation of the Properties. At the discretion of the Board of Directors, the costs for management fees may be assessed as part of either the Common Assessment or a Neighborhood Assessment or both.

The Association shall, upon demand at any time, furnish to any Owner, any Recreational Member or any Commercial Member liable for any type of assessment a certificate in writing signed by an officer or agent of the Association setting forth whether such assessment has been paid as to any particular Unit, Recreational Property or Commercial Property. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, provided that installments on assessments shall be due not less frequently than quarterly. Each Owner, by acceptance of a deed to his or her Unit, each Recreational Member and each Commercial Member acknowledge that all Common Assessments and Neighborhood Assessments levied hereunder

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are annual assessments due and payable in advance on the first day of the fiscal year; provided, the Board may permit any assessment to be paid in installments. If any Owner, any Recreational Member or any Commercial Member is delinquent in paying any assessments or other charges levied on his Unit, Recreational Property or Commercial Property, respectively, the Board may revoke the privilege of paying in installments and require annual assessments to be paid in full immediately.

No Owner, Recreational Member or Commercial Member may waive or otherwise exempt itself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of the General Common Area or Exclusive Common Area, or abandonment of the Unit, Recreational Property or Commercial Property. The obligation to pay assessments is a separate and independent covenant on the part of each Owner, each Recreational Member and each Commercial Member. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with the Order, any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Until termination of the Class "B" Control Period or until such earlier time as Declarant in its sole discretion shall determine, in lieu of paying Common Assessments on its unsold Units, Declarant shall be obligated for the difference between the total amount of Common Assessments levied on all Units, Recreational Property and Commercial Property subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. If Declarant determines not to pay the difference between the amount of Common Assessments levied on all Units, Recreational Property and Commercial Property subject to assessment and the actual expenditures, then Declarant shall pay assessments as any other Member pays for Units, Recreational Property or Commercial Property it owns. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. Notwithstanding anything provided herein, Declarant shall not be responsible under any circumstances to fund any portion of reserve contributions.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials

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with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Computation of Common Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared as provided in Section 7 of this Article. Each Member shall pay as a Common Assessment, for each Unit in a Rental Building owned by such Member, an amount equal to one-half (1/2) of the Common Assessment charged each Unit not in a Rental Building, rounded up to the nearest cent. Each Recreational Member shall pay as a Common Assessment, for each ten (10) gross acres of land or fraction thereof comprising the Recreational Property owned by such Recreational Member, an amount equal to the Common Assessment charged each Unit not in a Rental Building. Each Commercial Member shall pay as a Common Assessment, for each one-third (1/3) gross acre of land or fraction thereof comprising the Commercial Property owned by such Commercial Member, an amount equal to the Common Assessment charged each Unit not in a Rental Building; provided, however, that the Common Assessment assessed against a Commercial Member or a Recreational Member shall not include any Common Expenses pertaining to any Recreational Parcel. If a commercial condominium is created on Commercial Property, the assessments attributed to such Commercial Property shall also be one (1) assessment for each one-third (1/3) gross acre of land or fraction thereof comprising the condominium; assessments shall not be determined based on the number of condominium units in such condominium. The assessments attributed to such commercial condominium shall be a common expense of the unit owners in such condominium and shall be assessed against such unit owners by the condominium association administering such condominium in the manner provided in Chapter 718, Florida Statutes. If any property owners' association is created to administer solely any portion of Commercial Property, the assessments attributed to such Commercial Property shall also be one (1) assessment for each one-third (1/3) gross acre of land or fraction thereof comprising such portion of Commercial Property administered by the property owners' association; the assessments shall not be determined based on the number of lots or parcels in such portion of the Commercial Property. The assessments attributed to such portion of Commercial Property shall be a common expense of the owners of such portion of the Commercial Property, and shall be assessed against such owners by the property owners' association administering such portion of the Commercial Property. Common Expenses pertaining to any Recreational Parcel shall be assessed only against the Units, and not the Commercial Property or Recreational Property. The phrase "pertaining to any Recreational Parcel" shall include all operating expenses, insurance costs except for liability insurance,

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reserve contributions, costs due to casualty or liability loss and any other expenses which are incurred or will be incurred to maintain, repair, replace or directly administer any Recreational Parcel, or improvements thereto or recreational personal property situate thereon.

The Common Assessment to be levied for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves. In determining the amount of the Common Assessment, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to Common Assessments under Section 8 hereof on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to Common Assessments during the fiscal year.

So long as Declarant has the right unilaterally to annex additional property pursuant to Article VIII hereof, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Common Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 4, above); provided, any such subsidy or "in kind" contribution shall be disclosed in the Common Expense budget. The payment of such subsidy or "in kind" contribution in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years or obligate Declarant to pay any particular sum of such subsidy.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Common Assessment to be levied against each Unit for the following year to be delivered to each Owner, each Recreational Member and each Commercial Member at least thirty (30) days prior to the beginning of the fiscal year. Prior to the termination of the Class "B" Control Period, the Budget as set by the Board shall be effective upon its being adopted by the Board of Directors; provided, however, after the Class "B" Control Period, such budget and assessment shall become effective unless disapproved at a meeting of the Voting Members by Voting Members, Recreational Members and Commercial Members representing collectively at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition as provided for special meetings in Article-II, Section 4, of the By-Laws, which petition must be presented to the Board within ten (10) days of delivery of the notice of Common Assessments.

Notwithstanding the foregoing, however, if the proposed budget is disapproved or the Board fails for any reason so to determine

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the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year, with a ten (10%) percent increase, shall be the budget for the current year.

Section 3. Computation of Neighborhood Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, Supplement or By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Neighborhood Assessment shall become effective unless disapproved by a majority of the Owners of Units in the Neighborhood to which the Neighborhood Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten (10%) percent of the Units in such Neighborhood; and provided, further, the right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

If the proposed budget for any Neighborhood is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year, with a ten (10%) percent increase, shall be the budget for the current year.

Neighborhood Assessments are in addition to any assessments for common expenses levied by a Neighborhood Association for those Neighborhoods which are administered by a Neighborhood Association. The Association reserves the right to review and approve or disapprove the budgets promulgated by Neighborhood Associations to

ensure that the Neighborhood is in conformance with the Community-Wide Standards.

Section 4. Special Assessments.

(a) Entire Membership; Recreational Parcels. Special Assessments in the aggregate amount of less than Fifty Thousand and No/100 (\$50,000.00) Dollars may be levied by the Board. The Association may levy Special Assessments from time to time in the aggregate amount of Fifty Thousand and No/100 (\$50,000.00) Dollars or greater, provided such assessment receives the affirmative vote or written consent of Voting Members collectively representing a majority of the total Class "A" votes in the Association and the affirmative vote or written consent of the Class "B" Member, if such then exists. The obligation of the Units, Units in Rental Buildings, Recreational Members or Commercial Members to pay Special Assessments shall be computed on the same basis as Common Assessments; provided, however, the Recreational Members and Commercial Members shall be exempt from Special Assessments levied against all Members of the Association which pertain to any Recreational Parcel or which do not have a reasonable benefit for such Recreational Member or Commercial Member as determined by the Board of Directors. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines. **DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS, AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.**

(b) Less Than All Members. Subject only to Board approval, the Association or Declarant may levy a Special Assessment solely against any Member and against such Member's Unit(s), Recreational Property or Commercial Property to reimburse the Association or Declarant, as applicable, for costs incurred in bringing a Member and his Unit(s), Recreational Property or Commercial Property into compliance with the provisions of this Declaration, any amendments thereto, the Articles, the By-Laws, or the Association rules, or for any other purposes permitted by this Declaration or any Supplemental Declaration, which Special Assessment may be levied upon the vote of the Board after notice to the Member. The Association or Declarant may also levy a Special Assessment against the Units in any Neighborhood to reimburse the Association or Declarant, as applicable, for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Voting Member of the Neighborhood. Fines levied by the Association or any committee in accordance with this Declaration or the By-Laws shall also be a Special Assessment.

Section 5. Benefitted Assessments.

(a) General. The Board of Directors shall have the power specifically to assess Units, the Recreational Members and Commercial Members receiving benefits, items, or services not provided to all Units within a Neighborhood or all of the Properties. Expenses of the Association (1) that are incurred upon the request of the Owner of a Unit(s) or Commercial Member or Recreational Member for specific items or services relating to the Unit(s), Commercial Property or Recreational Property; (2) that pertain to Exclusive Common Area which are designated for the use or benefit of any Commercial Property or Recreational Property; or (3) that are incurred by the Association pursuant to this Declaration, a Supplemental Declaration, or the By-Laws for providing specific items or services relating to or benefitting a Unit or Units, Recreational Property or Commercial Property shall be specifically assessed against the Unit or Units, Recreational Property or Commercial Property benefitted, in the amount of the cost of the benefit received or as set forth in a Supplemental Declaration.

(b) Mandatory Benefitted Assessments. At the time that the budget for Common Expenses is prepared by the Board as required by Section 2 above, the Board shall determine mandatory Benefitted Assessments, if any, that are applicable to Units, Recreational Property and Commercial Property for that fiscal year. Benefitted Assessments may differ depending on the type or location of a Unit, Commercial Property or Recreational Property. For example, and by way of illustration and not limitation, a mandatory Benefitted Assessment may be levied against all Units which do not contain a residence for cutting vegetation and cleaning up the unimproved Unit and a mandatory Benefitted Assessment may be levied upon Units which contain a residence for services such as garbage pick-up and limited access monitoring. A mandatory Benefitted Assessment shall be levied upon Units which contain a residence for basic cable television service.

Section 6. Affirmative Covenant to Pay Assessments and Establishment of Liens.

(a) There is hereby imposed upon each Unit, each Neighborhood Association, Recreational Property and Commercial Property, the affirmative covenant and obligation to pay to the Association or Declarant, as applicable, all types of assessments set forth in this Declaration. Each Neighborhood Association shall have the obligation to collect the Common Assessments, Neighborhood Assessments, Benefitted Assessments, and Special Assessments for the Units it administers or controls and pay same to the Association or Declarant, as applicable, when such assessment is due; provided, however, that the Association or Declarant, as

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applicable, may, in its sole discretion, elect to collect assessments from particular Neighborhood Associations or directly from Owners. The liability for assessments is personal to the Owner, the Recreational Members, and the Commercial Members, and may not be avoided by waiver of the use or enjoyment of Areas of Common Responsibility, or by abandonment of the Unit(s), such Recreational Property or such Commercial Property for which the assessments are made, provided that no Owner, Recreational Member or Commercial Member shall be personally liable for assessments due prior to the date such Owner, Recreational Member or owner of Commercial Property obtains title to the Unit(s), Recreational Property or Commercial Property, as the case may be. Neither liability for assessments nor the amount of assessments shall be reduced or avoided due to the fact that all or a portion of the Areas of Common Responsibility or other portions of the Properties are not complete. UPON CONVEYANCE OF A UNIT, RECREATIONAL PROPERTY OR COMMERCIAL PROPERTY, THE OWNER, RECREATIONAL MEMBER OR COMMERCIAL MEMBER CONVEYING SUCH PROPERTY MUST, WITHIN TEN (10) DAYS OF CLOSING, NOTIFY THE ASSOCIATION OF THE NAME AND MAILING ADDRESS OF THE SUCCESSOR GRANTEE OF SUCH UNIT, RECREATIONAL PROPERTY OR COMMERCIAL PROPERTY. Until the grantor or grantee provides the Association such information, the Owner, Recreational Member or Commercial Member conveying such property shall be jointly and severally liable with the successor grantee of such Unit, Recreational Property or Commercial Property for any Assessments which are levied against such Unit(s), Recreational Property or Commercial Property.

(b) Any and all types of assessments or other charges made by the Association or Declarant, as applicable, in accordance with the provisions of this Declaration, together with interest at the rate of eighteen (18%) percent per annum, or at any other rate which may from time to time be established by the Board, provided that the rate never exceeds the highest rate allowed by law, and costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be (i) a charge and continuing lien upon the Unit, Recreational Property or Commercial Property against which each such assessment or charge is made; and (ii) the personal obligation of the Owner of each such Unit, Recreational Member or Commercial Member assessed. When a Unit is located in a Rental Building, any lien which may be created under this Declaration shall attach to all portions of the Properties owned by the Owner of such Unit, notwithstanding anything provided herein to the contrary; additionally, such amounts due shall be the personal obligation of the Owner of each such Rental Building. Said lien shall be effective only from and after the time of the recordation in the Public Records of Broward County, Florida of a written, acknowledged claim of lien by the Association or Declarant, as applicable, setting forth the amount due to the Association or Declarant, as applicable, as of the date the claim of lien is

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signed. Upon full payment of all sums secured by that lien, the person making payment shall be entitled to a satisfaction of the claim of lien in recordable form. The lien of the assessments or other charges and any late costs thereon provided for herein shall be subordinate to the lien of any first Mortgage of a Mortgagee now or hereafter placed upon the Unit, all portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property by a Mortgagee of record and the payment in full of all obligations owed to any such Mortgagee pursuant to its first Mortgage. When a Mortgagee holding a first mortgage of record obtains title to a Unit, portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property as a result of foreclosure of its Mortgage, or by deed in lieu of foreclosure of its Mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of assessments pertaining to such Unit, such portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure of its Mortgage, unless the assessment or other charge against the Unit, such portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property in question is secured by a claim of lien for assessments that is recorded prior to the recordation of the Mortgage which was foreclosed or was the subject of the deed in lieu of foreclosure. The unpaid share of Common Expenses or assessments shall be collectible from all of the Owners, the Recreational Members and the Commercial Members, including such acquirer of title (as a result of foreclosure or deed in lieu of foreclosure) and his successors and assigns.

(c) If any Owner, Recreational Member, Commercial Member or Neighborhood Association shall fail to pay any assessments, or other charges, or any installments thereof charged to such Owner, Recreational Member, Commercial Member, or Neighborhood Association, within fifteen (15) days after the same becomes due, then the Association or Declarant, as applicable, shall, in its sole discretion, have any and all of the following remedies, to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association or Declarant, as applicable:

(i) To accelerate the entire amount of any assessments for twelve (12) months from the date of the last overdue assessment based on the then current particular assessment amount, notwithstanding any provisions for the payment thereof in installments; provided that in the event of an increase in the assessment amount in the next year's budget, such Owner, Recreational Member, Commercial Member or Neighborhood Association

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shall be liable for the increase at such time as the increased assessment becomes due.

(ii) To advance on behalf of the Owner, Recreational Member, Commercial Member or Neighborhood Association in default funds to accomplish the needs of the Association or Declarant up to and including the full amount for which such Owner, Recreational Member, Commercial Member or Neighborhood Association is liable to the Association or Declarant, and the amount or amounts of monies so advanced together with interest at the highest rate allowed by law (and if there is no limit established by law, then as established by the Association or Declarant), and all costs of collection thereof including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, may thereupon be collected by the Association or Declarant and such advance by the Association or Declarant shall not be deemed a waiver of the default.

(iii) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association or Declarant in like manner as a foreclosure of a mortgage on real property.

(iv) To file an action against the Owner, Recreational Member, Commercial Member, or Neighborhood Association at law to collect said assessment or other charge, plus interest at the highest rate allowed by law, plus court costs and reasonable attorneys' fees at all trial and appellate levels without waiving any lien rights or rights of foreclosure in the Association or Declarant, as applicable.

(d) Until termination of the Class "B" Control Period, if for any reason the Association shall fail to collect any assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (1) to advance such sums as the Association could have advanced as set forth above; and (2) to collect such assessments and, if applicable, any such sums advanced by Declarant, by using the remedies available to the Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Declarant.

(e) Declarant and any Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the assessments which are in default and which may or have become a charge against any Unit, Recreational Property or commercial Property. Further, Declarant, until the termination of the Class "B" Control Period, and any Mortgagees shall have the right, but not the obligation, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Expenses on behalf of the Association when the same

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are overdue and when lapses in policies or services may occur. Declarant or any Mortgages, as applicable, shall be entitled to immediate reimbursement for such overdue Common Expenses so paid plus any costs of collection including, but not limited to, reasonable attorneys' fees.

Section 7. Reserve Budget and Contribution. The Board of Directors shall annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required reserve contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual assessments over the period of the budget. The reserve contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of Common Assessments, as provided in Sections 2 and 3 of this Article. PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR RESERVE CONTRIBUTIONS PRIOR TO THE TERMINATION OF THE CLASS "B" CONTROL PERIOD AND SHALL NEVER BE ASSESSED AFTER TERMINATION OF THE CLASS "B" CONTROL PERIOD FOR THOSE RESERVES WHICH WERE ASSESSED PRIOR TO TERMINATION OF THE CLASS "B" CONTROL PERIOD.

Section 8. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence as to each Unit upon conveyance of the Unit by Declarant to an Owner; and as to each Recreational Member, upon conveyance of such designated portion of Recreational Property by Declarant to a Recreational Member; and as to each Commercial Member upon conveyance of such designated portion of Commercial Property by Declarant to a Commercial Member. Provided, if Declarant conveys any Unit, Recreational Property or Commercial Property to a subsidiary or affiliate of Declarant, then assessments as to such portions of the Properties will not commence until such time as designated by Declarant in a Supplemental Declaration. However, as of the date on which the Class "B" Control Period terminates, Declarant shall commence paying assessments on all Units, Recreational Property and Commercial Property which it owns and which is subject to this Declaration. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment for each Unit, Recreational Property and Commercial Property shall be adjusted according to the number of months remaining in the fiscal year.

Section 9. Subordination of the Lien to First Mortgages. The lien for assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit, any Recreational Property or any Commercial Property, which Mortgage is recorded prior to a recorded claim of lien for assessments and to the payment in full of all

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obligations owed to any such Mortgagee pursuant to its first Mortgage. The sale or transfer of any Unit, Recreational Property or Commercial Property shall not affect the assessment lien. However, the sale or transfer of any Unit, Recreational Property or Commercial Property, pursuant to foreclosure or deed in lieu of foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, provided such first Mortgage was recorded prior to the lien for assessments. No sale or transfer shall relieve such Unit, Recreational Property or Commercial Property from lien rights for any assessments thereafter becoming due.

Section 10. Capitalization of Association. Upon acquisition of record title to a Unit, Recreational Property or Commercial Property by the first purchaser thereof other than Declarant or a purchaser of a Unit, Recreational Property or Commercial Property at a judicial sale conducted pursuant to a foreclosure of a Mortgage under which the Declarant is a mortgagor, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the annual Common Assessment for that year as determined by the Board. This amount shall be in addition to, not in lieu of, the annual Common Assessment levied on the Unit, Recreational Property or Commercial Property, and shall not be considered an advance payment of any portion thereof. This amount shall be paid to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws. If the aforesaid capital contribution is not paid, then the Association may levy a Special Assessment for such contribution and shall be entitled to collect the Special Assessment as provided in this Declaration.

Section 11. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Common Assessments, Neighborhood Assessments and Special Assessments:

- (a) all General Common Area and Exclusive Common Area; and
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

ARTICLE XI
ARCHITECTURAL STANDARDS

No construction, which term shall include within its definition, but not be limited to, staking, clearing, excavation, grading, and other site work; no exterior alteration or

modification of existing improvements; and no plantings or removal of plants, trees, or shrubs shall take place anywhere on the Properties except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Sections 1 and 2 below. Notwithstanding anything provided herein, this Article XI shall not apply to any Commercial Property or any Recreational Property even though the term "Properties" may be used herein. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

All residential structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect, and shall be constructed in conformance with the specifications of the State of Florida Energy Efficiency Code for Building Construction.

This Article shall not apply to any of the activities of Declarant, nor to construction or improvements or modifications to the Properties by Declarant or to the General Common Area or Exclusive Common Area by or on behalf of the Association.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI. This Article may not be amended without Declarant's written consent so long as Declarant owns any land subject to this Declaration or subject to annexation to this Declaration as provided in Article VIII of this Declaration.

Section 1. New Construction Committee. Declarant shall create a New Construction Committee (NCC). The NCC shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, and Declarant no longer has the right pursuant to Article VIII, Section 1 hereof to add any real property to the Properties, Declarant retains the right to appoint all members of the NCC who shall serve at the discretion of Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC, who shall serve and may be removed at the discretion of the Board of Directors. The members of the NCC may include architects, engineers and other persons who are not members of the Association.

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The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines, performance criteria, and application and review procedures. Copies shall be available from the NCC for review. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, Members, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties. If the NCC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed approved. If the NCC disapproves any plans submitted to it, the Owner, Member, builder or developer whose plans have been disapproved shall have the right to appeal the decision by written notice to the Board within fifteen (15) days after the NCC issues its disapproval. The NCC shall establish, subject to the Board's approval, a procedure for such appeals. The Board's decision on any appeal shall be final.

Section 2. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3), but no more than five (5) persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. Members of the MC may include architects, engineers or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any Neighborhood Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Notwithstanding the above, the MC shall not take any action or approve any plans inconsistent with the guidelines promulgated by the NCC, if any.

The Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with those of the NCC, if any. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finished grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the

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interior of his Unit, or to paint the interior of his Unit any color desired; provided, modifications or alterations to the interior of screened porches, patios and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. If the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved. If the MC disapproves any plans submitted to it, the Owner, Member, builder or developer whose plans have been disapproved shall have the right to appeal the decision to the Board within fifteen (15) days after the MC issues its disapproval. The MC shall establish, subject to the Board's approval, a procedure for such appeals. The Board's decision on any appeal shall be final.

Section 3. Right to Inspect. Any member of the NCC or the MC or their representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any of the Properties to inspect for the purposes of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Section 4. No Waiver of Future Approvals. The approval of either the NCC or the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration or the Order, or (c) estop the committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain any financing shall not be considered a hardship warranting a variance.

Section 6. Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner or

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Member who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or MC is subject to any enforcement procedures, including fines, as set forth in this Declaration or the By-Laws.

Section 7. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the NCC nor MC shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, any committee, nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit or other structure.

Section 8. Performance by Board. If the NCC or MC fails to perform any of its functions as set forth above, these functions may instead be performed by the Board. Additionally, if the Board determines not to establish the MC, the functions of the MC may be performed by the Board.

Section 9. Exculpation and Approvals. The Association, Board, Declarant, NCC, MC or any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by the Association, Board, NCC, MC or their agents under this Declaration shall be in writing and binding upon all Persons.

**ARTICLE XII
USE RESTRICTIONS**

Section 1. General. The Properties shall be used only for residential, recreational, commercial and related purposes, which may include, without limitation, offices for any property manager retained by the Association or business offices for Declarant, the Association, the Recreational Members or the Commercial Members, as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood, Commercial Property or Recreational Property may impose stricter standards than those contained in this Article. The Association,

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acting through its Board of Directors, shall have the standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of General Common Area or Exclusive Common Area facilities. Notwithstanding anything provided herein, the Association does not have the authority to make and enforce additional standards and restrictions governing the use of any of the Commercial Property or the Recreational Property. Such regulations and use restrictions shall be binding upon all Owners, occupants, tenants, invitees, and licensees, if any, until and unless overruled, cancelled, or modified in a regular or special meeting of the Association by the vote of Voting Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist. Additional restrictions of a uniform and non-discriminating character may be promulgated by the Board as to individual Neighborhoods in order to take into account special circumstances within such Neighborhoods.

Section 2. Restrictions for Other than the Commercial Property and the Recreational Property. The following restrictions shall apply to all portions of the Properties other than Commercial Property and the Recreational Property. Notwithstanding anything provided in this Declaration, the use of the term "Properties" in this Section 2 shall be deemed not to include Commercial Property, the Recreational Property, or any of the Properties owned by Declarant.

(a) Occupancy of Units. No Units shall be occupied by more than a single family. Units owned by corporations, partnerships, trusts or some other form of multiple ownership shall designate one (1) person and his or her family to occupy the Unit prior to, or at the time of, conveyance of the Unit to the multiple ownership entity. The designation of such occupants may be changed only with the prior notice to the Board of Directors. For purposes of this Section, the term "family" shall mean (i) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or (ii) two single unrelated persons and persons related to them in the degrees of kinship described in subsection (i) above.

(b) Signs. No sign, billboard or advertisement of any kind, including without limitation, those of realtors, politicians, contractors and subcontractors, shall be erected within the Properties without the written consent of the NCC or the Board of Directors, except signs used or erected by Declarant, entry and

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directional signs installed by Declarant, and signs required for legal proceedings. The NCC and the Board shall not grant permission to erect signs on any Unit after such Unit is sold by a builder unless their erection is reasonably necessary to avert serious hardship to the Owner of such Unit. If permission is granted to any Person to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering and placement of such sign. The Board of Directors or Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Notwithstanding the above, no signs, including, without limitation, "open house" signs, flags, banners, or similar items advertising or providing directional information with respect to activities being conducted outside the Properties shall be permitted within the Properties. No signs shall be nailed or otherwise attached to trees.

(c) Parking and Vehicular Restrictions.

(i) Parking. Parking in the Properties shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the designated spaces or areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations adopted by the Board of Directors, or a Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times. No parking on the main collector roads shall be permitted.

(ii) Vehicular Restrictions. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, motorhomes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, motorcycles, mopeds, horse trailers, golf carts, boats and other watercraft, and boat trailers shall be parked only in enclosed garages with the garage door kept closed (except for entering or exiting the garage) or areas designated elsewhere in this Declaration, or areas, if any, designated by the Board or by the Neighborhood Association, if any, having jurisdiction over parking areas within a particular Neighborhood. No Owner shall keep any vehicle on the General Common Areas or Exclusive Common Areas except for those areas designated by the Board for parking. For purposes of this section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. Stored vehicles and vehicles which are either obviously inoperable or do

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not have current operating licenses shall not be permitted on the Properties except within enclosed garages. Notwithstanding the foregoing, construction vehicles and service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary for construction purposes or to provide service or to make a delivery to a Unit or the General Common Areas or Exclusive Common Areas. No mopeds or golf carts may be operated on the General Common Areas or Exclusive Common Areas except that golf carts owned and rented by Recreational Members may cross the General Common Areas or the Exclusive Common Areas at designated golf cart crossings. No on-street parking or parking on lawns or landscaped areas shall be permitted, provided that on-street parking shall be permitted from 6:00 a.m. until 12 midnight, subject to any city ordinances to the contrary.

(iii) Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean boats, campers, mobile homes, motor homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

(d) Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of such Owner's Unit to comply with the Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the General Common Areas or Exclusive Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

(e) Animals and Pets.

(1) No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on any portion of the

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Properties, except that dogs, cats, or other usual and common domesticated household pets not to exceed a total of two (2) may be permitted in a Unit, subject to the provisions of subparagraph (i) below. This limitation does not apply to fish. However, those pets which are permitted to roam free or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties, Commercial Property or Recreational Property shall be removed upon request of the Board; if the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Pets shall at all times whenever they are outside a Unit be carried or confined on a leash held by a responsible person. Pets shall only be permitted on the General Common Areas or Exclusive Common Areas if such portions thereof are so designated by the Association or Neighborhood Association, as applicable. All persons bringing a pet onto the General Common Areas or Exclusive Common Areas shall be responsible for immediately removing any solid waste of such pet.

(ii) Notwithstanding anything provided in subparagraph (i) above, no pit bull dogs shall be raised, bred or kept on any portion of the Properties. The term "pit bull dog" as used within this subparagraph shall refer to any dog which exhibits those distinguishing characteristics which: (A) substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or (B) substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers.

(f) Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

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No hazardous or toxic substances, chemicals, pesticides, fertilizers or any other matter shall be dumped on any portion of the Properties or into any lake or canal which is within or abuts the Properties or surface water management system of the Properties. Fertilizers and pesticides shall be used on Units only in a reasonable manner and only for the purpose for which such products are intended. Owners shall take strict precautions to prevent fertilizers and pesticides from entering any lake or canal which is within or abuts the Properties or surface water management system of the Properties. Owners shall only use herbicides, pesticides and fertilizers which are approved by the Association and which are not prohibited by the Order, where applicable.

(g) Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his Unit. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties except in containers located in appropriate areas, if any, and no odor shall be permitted to arise from any such containers so as to render the Properties or any portion thereof unsanitary, unsightly or offensive to any other property in the vicinity thereof or to its occupants. All trash containers must be put out for pick up either on the night before or the morning of pick up, and no earlier. All empty trash containers must be retrieved by the Owner on the same day as pick up. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or trash shall be kept, stored or allowed to accumulate on any portion of the Properties, unless screened so as to be concealed from view of neighboring Units and the streets within the Properties. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

(h) Outside Installations. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus. No radio station or short wave operations of any kind shall operate from any of the Properties, except for communication equipment used by Declarant or the Association. Nothing herein shall be construed as permitting such outside installations if they are otherwise prohibited by local law.

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(i) Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc. All garbage cans, mechanical equipment, and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. No above-ground storage tanks shall be permitted, except for the purposes specified in subparagraph (bb) below. Basketball hoops and backboards shall be permitted on a Unit if approved by the NCC or MC, as applicable, prior to installation. All rubbish, trash and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon. Clotheslines shall be permitted provided that they are either screened from view in a manner first approved in accordance with Article XI hereof or are situated on a Unit so that they cannot be seen from any other Unit. The hanging of laundry, clothing, rugs, or any other articles on any railing, fence, hedge, or wall shall be prohibited.

(j) Subdivision of Unit and Time Sharing. Except for Units owned by Declarant, no Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in ownership of any Unit, but solely for the purpose of increasing the size of the adjacent Units. In the event of a division in ownership of any Unit, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Unit for purposes of voting and shall be jointly and severally liable for all assessments against the Unit hereunder. Declarant, however, hereby expressly reserves the right, with the approval of no other Person being required, to replat any Unit or Units owned by Declarant or to combine or divide any Unit or Units owned by Declarant. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Except for Units owned by Declarant, no Unit shall be made subject to any type of timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule.

(k) Pools. No above-ground pools shall be erected, constructed or installed on any Unit. All exterior in-ground pools and above-ground and in-ground spas and jacuzzis must be approved in accordance with Article XI of this Declaration. Any in-ground pool to be constructed on any Unit shall be subject to the requirements of the NCC which shall include, without limitation: (i) composition to be of material thoroughly tested and accepted by the industry for such construction; (ii) all screening material

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shall be of a color in harmony with the exterior of the Unit; and
(iii) no raw aluminum color screen will be permitted.

(l) Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, Wetlands, canals or other ground or surface waters within the Properties or adjoining or abutting the Properties shall be installed, constructed or operated within the Properties by any Person, other than the Association, or to be used by any group of Units, unless permitted by the Order and unless prior written approval has been received from the NCC or MC, as applicable. If permitted by the Order and approved by the NCC or MC, as applicable, withdrawal of water from lakes shall be permitted only if done by means of unexposed underground pipes. All sprinkler and irrigation systems shall be subject to approval in accordance with applicable governmental requirements, including those of the District, and Article XI of this Declaration. All irrigation systems shall be designed to be low volume systems for the purpose of water conservation. Except for Declarant, no private irrigation wells shall be permitted on the Properties, unless prior written approval has been received from the NCC. Provided, however, this Section shall not apply to Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property in accordance with Article VIII, Section 1.

(m) Tents, Trailers and Temporary Structures. Except as may be permitted by Declarant or the NCC during initial construction of improvements within the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties without the approval of the Association or the MC.

(n) Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow, provided that any alterations that affect the surface water management system must first be approved by the SFWMD and, when applicable, the District. Septic tanks and drain fields are prohibited on the Properties. Declarant or the Association may require any Unit Owner or Neighborhood to treat any irrigation water which causes unsightly or unsanitary conditions.

(o) Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration. In the event

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of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as such committee may determine in its sole discretion.

(p) Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(q) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law.

(r) Air Conditioners. Except as may be permitted by the NCC or MC, no window or wall-mounted air conditioning units may be installed in or on any Unit.

(s) Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

(t) Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration; provided, however, that nothing herein shall prohibit the appropriate display of the American flag.

(u) Energy Conservation Equipment. Solar energy collector panels or attendant hardware or energy conservation equipment shall be permitted provided they are constructed or installed as a harmonious part of the architectural design of a structure, and such panels, hardware or equipment are first approved by the appropriate committee pursuant to Article XI of this Declaration.

(v) Lakes and Wetlands. All lakes, ponds, islands and canals within or adjacent to the Properties shall be subject to rules of use promulgated by the Board of Directors. ANY PERSONS WHO SWIM IN OR USE ANY LAKES, PONDS OR CANALS, OR USE ANY ISLAND LOCATED IN ANY LAKE OR WETLAND, SHALL DO SO AT THEIR OWN RISK AND SHALL HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY CLAIM OF LOSS ARISING THEREFROM. No use of the Wetlands shall be permitted, except as otherwise permitted by the Order or as specifically permitted elsewhere in this Declaration. Notwithstanding anything herein, boats with non-combustion engines, sailboat, canoes and rowboats shall be permitted on any lake if such vessel is eighteen

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(18') feet in length or shorter. Any such watercraft may be stored by an Owner on that portion of his Unit abutting a lakefront, or may be docked at such Owner's dock, if such dock is approved in accordance with the requirements of this Declaration. There is no obligation on the NCC, MC or any governmental authority to permit any dock to be constructed. The Board shall have the power to further define which portions of a Unit may be used for the storage of permitted watercraft. Nothing provided herein shall be construed as permitting an Owner to construct any dock or structure which is prohibited by this Declaration or the Order, or which is not approved by the NCC or MC and governmental authorities, as applicable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within or adjacent to the Properties. No docks, boat davits, piers, or other structures shall be constructed on or over any Wetlands or body of water within the Properties, except such as may be permitted by the Order and the District, and as approved by the NCC or MC, as applicable. Any lake or canal located within or adjacent to the Properties shall and is hereby declared to have a "no wake" zone at least one hundred (100) feet in width as measured parallel to the shorelines of all lakes.

(w) Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

(x) Fences; Roofs. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration.

(y) Driveways and Mailboxes. The style and design of all driveways and mailboxes located on the Properties must be approved by the NCC, if any, or the MC in accordance with Article XI of this Declaration. All driveways and mailboxes shall be maintained in the style originally established by or approved by Declarant. With respect to driveways, culverts installed therein shall be of a type and quality approved by Declarant.

(z) Garages. The doors of all garages located on Units within the Properties shall be closed at all times except when the garage is being entered or exited.

(aa) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as:
(i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning

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requirements for the Properties and applicable city ordinances; (iii) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to usual business activities connected with the operation of any Recreational Property and the amenities of any Recreational Property, nor shall it apply to Commercial Property, nor shall it apply to any activity conducted by Declarant or a builder or developer approved by Declarant with respect to its development and sale of the Properties or its use of any Units which Declarant or a builder or developer owns within the Properties, or to property designated by Declarant as a sales or other office. As to this latter area, Declarant or any purchaser of such property shall have the right, subject to applicable governmental ordinances, to use same for office/professional business uses.

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(bb) On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that on-site underground storage of heating fuel, stored in a tank which is designed for the type of pool constructed on a Unit and which meets applicable governmental requirements, for swimming pool heaters shall be permitted, and up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers, barbecue gas grills and similar tools or equipment; provided, however, the Association shall be permitted to store fuel for operation of maintenance of its vehicles, generators and similar equipment, if any.

(cc) Golf Carts. No golf carts shall be operated within the Properties. If a golf course becomes operational on any portion of the Recreational Property, golf carts used in conjunction with golf course play and operations shall only be operated on the golf course and designated golf cart paths within the Properties.

(dd) Leasing of Units. Every Owner shall cause all occupants of such Owner's Unit to comply with this Declaration, the By-Laws and any rules promulgated by the Board, and shall be responsible for all violations and losses to the Areas of Common Responsibility caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any such violation. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provision of this Declaration, the By-Laws and any rules promulgated by the Board. This Section shall also apply to subleases of Units and assignments of leases.

(ee) Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

(ff) Golf Nuisance. No person shall, during a golf tournament on any Recreational Property, engage in any activity whatsoever which shall interfere with the players' performance during the golf tournament. Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on which shall interfere with the play of such golf tournament. Declarant shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity on the Properties during golf tournaments. Declarant shall provide all Owners so affected with reasonable prior written notice of such golf tournaments and the dates the construction must be suspended, and such date shall be a reasonable duration. Declarant shall have no liability for any additional construction costs incurred by Owners or their contractors during such temporary suspension of construction.

(gg) Insurance Rates. Nothing shall be done or kept in the General Common Areas or Exclusive Common Areas which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in any Units or on the General Common Areas or Exclusive Common Areas which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

(hh) Play Equipment, Strollers, Etc. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to the Unit. No such items shall be allowed to remain on the General Common Areas,

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Exclusive Common Areas, or on Units so as to be visible from adjacent property when not in use. Swing set less than eight (8') feet in height shall be permitted so long as such swing set is located in the backyard portion of a Unit. Notwithstanding the above, the Board may, but shall not be obligated to, permit other types of swing sets and similar permanent playground equipment to be erected on Units provided it is approved in accordance with Article XI hereof.

(ii) Maintenance of Premises. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Unit, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Unit. No structure of any kind shall be constructed or maintained on the easement area described in Article XIII, Section 7 hereof, unless otherwise permitted by this Declaration. All landscaping shall comply with the Order, and no landscaping shall be permitted which breeds infectious plant diseases or noxious insects. The use of pesticides, herbicides and fertilizers shall be prohibited on any Wetlands or any of the General Common Areas or Exclusive Common Areas, the use of which may affect the Wetlands or preservation areas as contemplated by the Order. All lawns, landscaping and sprinkler systems and any property, structure, improvement and appurtenance shall be kept in a good, safe, clean, neat and attractive condition. Upon the failure to maintain the premises as aforesaid to the satisfaction of Declarant and upon the Association, Neighborhood Association or Owner's failure to make such correction within thirty (30) days of giving of written notice by Declarant (which written notice does not have to be given by Declarant in the case of emergency, in which event, Declarant may without any prior notice, directly remedy the problem), Declarant may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Association, Neighborhood Association or Owner, as the case may be, or Declarant may bring an action at law or in equity. Such entry by Declarant or its agents shall not be a trespass, and by acceptance of a deed for a Unit, such party has expressly given Declarant the continuing permission to do so which permission may not be revoked. If any Owner, Association or Neighborhood Association fails to make payment within fifteen (15) days after request by Declarant, Declarant shall be entitled to collect and enforce the payment in accordance with the provisions of Article X hereof, and all rights in favor of the Association shall be deemed to also be in favor of Declarant. Each Owner undertakes or must designate a responsible Person to undertake the general maintenance responsibilities of the Unit, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Unit, safeguarding the Unit to prepare for hurricane or tropical storm watches and warnings, by, among other things, removing any unfixed items on balconies and lanais, and repairing the Unit in the event of any damage therefrom. An owner

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designating a Person to perform such functions shall not relieve such Owner of any responsibility hereunder.

(jj) No Implied Waiver. The failure of Declarant or the Association to object to an Owner's or other Person's, including without limitation, a Neighborhood Association's, failure to comply with the covenants or restrictions contained herein, in the By-Laws, or in any rules now or hereafter promulgated shall in no event be deemed a waiver of the provisions of such documents.

(kk) Subdivision and Regulation of Land.

(i) No portion of the Properties shall be divided or subdivided without the prior written consent of Declarant, who may impose certain requirements on the Owner as a condition of its consent.

(ii) An Owner shall not inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Properties without the prior written approval of Declarant, until termination of the Class "B" Control Period, or until Declarant no longer has the right to annex property under Article VIII hereof, whichever is later, and thereafter of the Board.

(ll) Rules. The Association, through the Board, shall have the right to promulgate and impose rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Properties, other than the Recreational Property and the Commercial Property, and any improvements located on the Properties (including, but not limited to, establishing reasonable fees for the use of facilities and establishing hours and manner of operation for General Common Areas and Exclusive Common Areas).

(mm) Wetlands. No plant life shall be removed from the Wetlands by any Person other than those Persons designated by the Association. No structure shall be constructed on any portions of the Wetlands except as permitted or required by the Order.

(nn) Window Coverings. Window tinting as a method of energy conservation is permitted provided that the type and method of tinting is first approved by the appropriate committee pursuant to Article XI of this Declaration. Reflective or foil window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any Unit or building unless first approved by the NCC or MC, as applicable, pursuant to Article XI of this Declaration.

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(oo) Storm Precautions. No hurricane or storm shutters shall be permanently installed on any structure or Unit unless first approved in accordance with Article XI hereof. Hurricane or storm shutters may be installed temporarily, and other storm precautions may be taken to protect structures or Units, while the threat of a hurricane or similar storm is imminent; provided, all such shutters and other exterior alterations or additions made as a storm precaution shall be promptly removed once the storm or imminent threat of the storm has passed.

Section 3. Restrictions for Commercial Property and Recreational Property. When any Commercial Property or Recreational Property is made subject to this Declaration by means of a Supplemental Declaration, Declarant shall have the right to impose in such Supplemental Declaration restrictions and obligations upon such Commercial Property and Recreational Property. The Association shall not have the authority to make and enforce any additional standards or restrictions governing the use of any of the Commercial Property or the Recreational Property. This Section 3 cannot be amended without the written consent of Declarant, as long as Declarant holds any interest in the property described in Exhibit "A," and the written consent of the Commercial Member and Recreational Member affected by such amendment. All of the Commercial Property and Recreational Property shall be held, used and enjoyed subject to the following limitations and restrictions:

(a) Hazardous materials. Any structure on Commercial Property or Recreational Property where hazardous materials or hazardous wastes, as defined in the Order, are to be used, displayed, handled, or stored shall be constructed with impervious floors, without drains, to ensure containment and facilitate cleanup of any spill or leakage. The outside storage of any hazardous materials or hazardous wastes shall be prohibited. Any area used for loading and/or unloading of hazardous materials or hazardous wastes shall be covered and equipped with a collection system to contain accidental spills. All Commercial Members shall allow reasonable access to the Commercial Property for monitoring by the City of Miramar or City of Pembroke Pines, as applicable, the Broward County Environmental Quality Control Board, the Broward County Water Resources Management Division, and the Florida Department of Environmental Regulation to assure compliance with the Order and all applicable laws and regulations. Declarant reserves the right, in accordance with the Order, to implement additional hazardous materials accident prevention, mitigation, and response standards to be met by Commercial Members, without the consent of any Commercial Member or the Association being required.

(b) Lakes and Wetlands. All lakes, ponds, Wetlands, islands and canals within or adjacent to Commercial Property shall be aesthetic amenities only, and no other use thereof shall be

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permitted without the prior approval of the Board and unless permitted by the Order. No docks, boat davits, piers or other structures shall be constructed on or over the Wetlands or body of water, except as may be permitted by the Order, the Board, the District and the applicable governmental authorities. No plant life shall be removed from the Wetlands by any Commercial Member or any Recreational Member. No hazardous or toxic substances, chemicals, pesticides, fertilizers or any other matter shall be dumped on any portion of the Properties or in the Wetlands or in any lake or canal which is within or abuts the Properties or the surface water management system of the Properties. Fertilizers and pesticides shall be used on Commercial Property and Recreational Property only in a reasonable manner and only for the purpose for which such products are intended. Commercial Members and Recreational Members shall take strict precautions to prevent fertilizers and pesticides from entering any lake or canal which is within or abuts the Properties or surface water management system of the Properties. No structure of any kind shall be constructed or maintained on the easement area described in Article XIII, Section 7 hereof, unless otherwise permitted by this Declaration. Commercial Members and Recreational Members shall only use herbicides, pesticides and fertilizers which are approved by the Association and which are not prohibited by the Order, where applicable.

(c) The Order. The Commercial Property and Recreational Property is subject to all obligations and restrictions imposed on the Properties by the Order which may pertain to the Commercial Property or the Recreational Property.

(d) Parking Lots and Private Roadways. In accordance with the Order, the Commercial Members and the Recreational Members shall provide at least once per week for the vacuum sweeping of all parking lots for the Commercial Property and the Recreational Property, as applicable, and any private roadways serving such parking lots.

(e) Structures. All structures constructed on the Commercial Property or Recreational Property shall be constructed in conformance with the specifications of the State of Florida Energy Efficiency Code for Building Construction.

(f) Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations pursuant thereto which govern the conduct of Commercial Members or Recreational Members shall also apply to all occupants, employees, guests, patrons, tenants and invitees of any Commercial Property or Recreational Property. Every Commercial Member and Recreational Member shall cause all occupants of such Commercial Property or Recreational Property to comply with the Declaration, By-Laws and the rules and regulations adopted pursuant thereto which apply to Commercial Property or Recreational Property, and shall be responsible for all violations and losses to the General Common Areas or Exclusive Common Areas caused by such occupants, guests, patrons, tenants or

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invitees, notwithstanding the fact that such occupants, guests, patrons, tenants or invitees may be fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

(9) Landscaping. All landscaping shall comply with the requirements of the Order.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association, the Owners, Recreational Members, Commercial Members, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Members, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. No termination of this Declaration shall be permitted without the consent of the "Reviewing Entities," as that term is defined in the Order.

Section 2. Amendment.

(a) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant shall have the right, until the termination of the Class "B" Control Period, in its sole discretion and by its sole act without the joinder or consent of any Person, unless provided otherwise herein, by an instrument filed of record, to modify, enlarge, amend, delete, waive or add to provisions of this Declaration; provided, however, that the Association shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

(b) Except as set forth in subparagraph (a) above and subparagraph (c) below, the process of amending or modifying this Declaration shall be as follows:

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(1) Until the termination of the Class "B" Control Period, all amendments or modifications shall be first approved in writing by Declarant.

(2) Regarding the determination of the share of assessments and voting rights of Members, (i) by ninety (90%) percent of the vote of all Members, together with (ii) the approval or ratification of a majority of the Board, and (iii) the joinder in writing of the affected Members. The aforementioned vote of the Members may be evidenced by an instrument of writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. All other amendments, including, without limitation, amendments for correction of scrivener's errors or other defects in this Declaration, may be made by Declarant alone until the termination of the Class "B" Control Period, and thereafter by the Board with the consent or vote of the Voting Members representing seventy-five (75%) percent of the total vote of the membership of the Association. The aforementioned consent of the Members and Voting Members may be evidenced by an instrument in writing signed by the required number thereof at any regular or special meeting of the Association.

(c) Further, Declarant may, in its sole discretion, with the approval of no other Person, including without limitation any mortgagees, being required, amend this Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the "Reviewing Entities" (as defined in the Order), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Declarant to make an amendment to this Declaration for any purpose whatsoever.

(d) Supplemental Declarations are not amendments and need only be executed by Declarant alone except that as long as The Hokkaido Takushoku Bank, Ltd. has a Mortgage on any property which is affected by a Supplemental Declaration, the Supplemental Declaration must also be approved and executed by The Hokkaido Takushoku Bank, Ltd.

(e) After the termination of the Class "B" Control Period, a true copy of any amendment to this Declaration shall be sent via certified mail by the Association to Declarant within five (5) days of its adoption.

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(f) Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association, any Recreational Member, any Commercial Member, or any Mortgagee under this Declaration, Articles or the By-Laws without specific written approval of such Declarant, Association, Recreational Member, Commercial Member, or Mortgagee affected thereby. Additionally, notwithstanding anything contained in this Declaration, no amendment to this Declaration shall be effective which shall modify, delete, amend or otherwise affect any of the obligations imposed by this Declaration, Articles or By-Laws which are required pursuant to the Order, unless otherwise permitted by the Order and consented to by Declarant.

(g) Declarant shall have the right to seek amendments to the Order and the Indemnification and Insurance Agreement with the approval of no other Person being required other than the "Reviewing Entities" (as defined in the Order) and the District, if either is applicable.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit to proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements of Encroachment. Declarant hereby grants reciprocal appurtenant easements of encroachment, and easements for maintenance and use of any permitted encroachment, between each Unit and such portion or portions of the General Common Area or Exclusive Common Area as are adjacent thereto, and

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between adjacent Units or any Unit and any Recreational Property or any Commercial Property, and between any Recreational Property or any Commercial Property and such portions of the General Common Area or Exclusive Common Area adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the General Common Area or Exclusive Common Area, or as between said adjacent Units, or as between Recreational Property or Commercial Property and adjacent Units or General Common Area or Exclusive Common Area, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, Recreational Member, Commercial Member or the Association.

Section 5. Easements for Utilities, Etc. Declarant hereby reserves unto itself, so long as Declarant owns any property described on Exhibits "A" or "B," and on behalf of the Association, and the designees of each (which may include, without limitation, Broward County, Florida; Pembroke Pines, Florida; Miramar, Florida; the District; and any utility), blanket easements upon, across, over, and under all of the Properties, including the Recreational Property and the Commercial Property, for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, limited access and privacy assurance systems, monitoring systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit, Recreational Property or Commercial Property, or any structure constructed on any Unit, Commercial Property or Recreational Property, and, except in an emergency, entry into any Unit, Recreational Property or Commercial Property shall be made only after reasonable notice to the owner or occupant thereof.

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Without limiting the generality of the foregoing, Declarant hereby reserves for the local water supplier across all Units, the General Common Areas, Exclusive Common Areas, any Recreational Property and any Commercial Property easements for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by Declarant as long as Declarant owns any

property described in Exhibit "A" or Exhibit "B," and thereafter the Association's Board of Directors.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, as to all of the Properties, or the Association, as to all of the Properties other than Recreational Property or Commercial Property, shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by at least a seventy-five (75%) percent vote, the power to dedicate portions of the General Common Area or Exclusive Common Area to Broward County, the City of Miramar, Florida, the City of Pembroke Pines, Florida, or to any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Article XIII, Section 2 of this Declaration.

This Declaration is subject to any other easement currently of record which affects any of the property described in Exhibit "A" or Exhibit "B" hereof. Additionally, Declarant reserves on behalf of the Association the right to accept any easements in favor of the Association over, under, across or through any portion of real property which abuts any of the property described in Exhibit "A" or Exhibit "B" hereof.

Section 6. Easement for Golf Use. Every Unit, the General Common Areas, the Exclusive Common Areas, the common property of any Neighborhood and the Commercial Property are burdened with a perpetual, nonexclusive easement hereby created by Declarant permitting golf balls unintentionally to come upon the Units, General Common Areas, common property of any Neighborhood, Exclusive Common Areas and Commercial Property immediately adjacent to any golf course portion of any Recreational Property, if any, and for golfers at reasonable times and in a reasonable manner to come upon the General Common Areas, Exclusive Common Areas, common property of a Neighborhood, Commercial Property or the exterior portions of a Unit or Commercial Property to retrieve errant golf balls; provided, however, if any Unit or Commercial Property is fenced or walled, the golfer will seek the Owner's or Commercial Member's permission before entry. The location of a Unit, common property of any Neighborhood, General Common Area, Exclusive Common Area or Commercial Property within the Properties may result in nuisances or hazards to the Unit, common property of any Neighborhood, General Common Area, Exclusive Common Area or Commercial Property or to persons and property on the Unit, General Common Area, Exclusive Common Area or Commercial Property as a result of operations of Recreational Property. Each Owner, by acceptance of a deed to a Unit, and each Commercial Member, by

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acceptance of a deed to Commercial Property, covenants for itself, its successors, successors in title, and assigns that it shall assume all risks associated with such location including, but not limited to, the risk of property damage or personal injury arising from stray golf balls or actions incidental to such Recreational Property activities and shall indemnify and hold harmless the Association, Declarant and the Recreational Members from any liability, claims or expenses, including attorneys' fees, arising from such property damage or personal injury. Declarant reserves the right to impose upon the Properties such other easements as are required for the enjoyment of any recreational or social facilities located on the Recreational Property.

Section 7. Easement for Lake Maintenance. Declarant hereby grants to the District and the Association, their successors and assigns, a perpetual, non-exclusive easement for maintenance purposes upon, across, over and under any Properties located, as shown on any plat of any portion of the Properties, from the top of the bank of a lake or canal for ingress, egress and access to such lake or canal located within or adjacent to the Properties; provided, however, the exercise of this easement shall not unreasonably interfere with the use of any Unit, Recreational Property or Commercial Property. If such easement is not shown on a plat, then such easement shall be deemed to extend from the top of the bank of a lake twenty (20') feet landward. No structure of any kind shall be constructed or maintained in this easement area unless approved by the District, and by the NCC or MC if such approval is required under Article VIII of this Declaration.

Section 8. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board of Directors, officers agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the incorporators of the Association.

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Section 10. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Voting Members holding seventy-five (75%) percent of the total votes of the Class "A" Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all Members represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 11. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood, and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

Section 12. Use of the Word "SilverLakes". No Person shall use the word "SilverLakes" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the word "SilverLakes" in printed or promotional matter when such term is used solely to specify that particular property is located within the SilverLakes development, and the Association, Recreational Members and Commercial Members shall each be entitled to use the word "SilverLakes" in their business name.

Section 13. Compliance. Every Member and the occupant of any Unit shall comply with all lawful provisions of this Declaration, the By-Laws and rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the

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Association or, in a proper case, by any aggrieved Unit Owner or Owners.

Section 14. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than Declarant. Additionally, NEITHER DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL MEMBERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, COMMERCIAL MEMBER OR RECREATIONAL MEMBER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE NCC AND MC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE NCC OR MC MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, COMMERCIAL MEMBER OR RECREATIONAL MEMBER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS; TO UNITS, RECREATIONAL PROPERTY AND COMMERCIAL PROPERTY, AND TO THE CONTENTS OF UNITS, RECREATIONAL PROPERTY AND COMMERCIAL PROPERTY, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES, IF ANY.

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Section 15. Cable and Telecommunications Systems.

(a) Declarant hereby reserves unto itself and its designees, successors, assignees and licensees the right, without obligation, to construct or install over, through, under, across and upon any portion of the Properties for the use of the Members and their permitted or authorized guests, invitees, tenants and family members one or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"), the exact description, location and nature of which may have not yet been fixed nor determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Properties shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection; and (ii) transmitting, the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees.

(b) Declarant or the Association shall have the right to enter contracts for the exclusive provision of the System, as Declarant and the Association shall deem, in their sole respective discretion, to be in the best interests of the Properties. Should the Declarant enter into a contract or contracts pursuant to this subsection (b), the Association shall to the extent the Declarant assigns its rights and obligations under any such contract or contracts accept such assignment, Association hereby agrees to be bound by all of the terms and provisions of the contract or contracts.

(c) The term "Contractual Designee" or "Designees" shall mean the company or companies with which Declarant or the Association has contracted for the furnishing of such System services.

(d) Every Unit subscribing to the services provided by any contract for the System shall be subject to a charge, payable per Unit on the first day of each month or quarter in advance, for

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basic cable television programming services. The Association shall impose, along with Common Assessments, against each such Unit a Benefitted Assessment as it shall determine, in the amount of the basic fees due and payable for the System and shall collect same and forthwith remit the amount collected to the Contractual Designee providing the System services.

(a) Declarant may excuse portions of the Properties from the provisions of this Section which, in the determination of Declarant, have uses for System services inconsistent with the overall design of such services in the Properties as a whole.

Section 16. Enforcement.

(a) Declarant reserves unto itself and its designees the right and the power (i) to enforce the covenants, conditions, restrictions, and other provisions of this Declaration and the Order, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to the Association, a Neighborhood Association, an Owner, a Recreational Member, a Commercial Member or to any other designee.

(b) If Declarant does not enforce the covenants, conditions, restrictions or other provisions of this Declaration, then the following parties may in the following priority enforce same as hereinafter set forth: (i) the Association; (ii) a Neighborhood Association; (iii) a Commercial Member, Recreational Member or the Owner of twenty-five (25) Units. If a party with a lesser priority desires to enforce this Declaration, then that party must first give thirty (30) days' written notice to the parties with higher priority, starting first with Declarant, that the noticing party intends to initiate enforcement upon the expiration of such thirty (30) day period, and if during such period the parties with the higher priority do not initiate enforcement procedures, then the party of the lesser priority may so initiate such enforcement procedures. A party not initiating enforcement procedures shall incur no liability whatsoever for such non-enforcement.

(c) Declarant, its designees or any other party having the right to enforce this Declaration, if any, pursuant to subparagraph (b) above, shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting violation of such provisions, and to enforce any lien created by this Declaration. Failure by Declarant, or the Association, or a Neighborhood Association, to enforce any of such provisions shall in no event be deemed a waiver of its right to do so thereafter.

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(d) The costs and attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees or a party having the right to enforce this Declaration, if any, pursuant to subparagraph (b) above, who prevails in any such enforcement action, in any action against a Person to enforce any provision of this Declaration shall be a personal obligation of such Person which shall be paid by such Person.

Section 17. Severability. If any provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect, and such holding shall be limited to its most narrow application.

Section 18. Dissolution. In the event of dissolution of the Association, each Unit, the Recreational Property and Commercial Property shall continue to be subject to any assessments specified in this Declaration and each Member shall continue to be personally obligated to Declarant or the successors or assigns of the Association, as the case may be, for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this Article shall apply only with regard to the maintenance, operation and preservation of property which has been Areas of Common Responsibility and continues to be so used for the common use and enjoyment of the Members. Notwithstanding anything provided herein, in the event of a dissolution or termination of the Association, the administration and maintenance of the Wetlands and the surface water management system of the Properties shall be transferred only to another not-for-profit corporation or dedicated to an appropriate governmental agency agreeing to accept such conveyance or dedication.

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Section 19. Gender. Whenever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of one gender shall be deemed to include the other gender.

Section 20. Notices.

(a) To Declarant: Notice to Declarant shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records in the Department of State of the State of Florida, or at any other location designated by Declarant.

(b) To Association: Notice to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records in the Department of

State of the State of Florida, or at any other location designated by the Association.

(c) To Member: Notice to any Member of a violation of any of these restrictions, or any other notice as may be required herein, shall be in writing and delivered or mailed to the Member at the address shown on the tax rolls of Broward County or to the address of the Member, as shown on the deed recorded in the Public Records of Broward County, Florida, or to the address of the Member as filed with the Secretary of the Association, or if a Member is a corporation, to its principal place of business as shown by the records in the Department of State of the State of Florida or its state of incorporation.

Section 21. Other Documents; Priority of Documents. Declarant, the Association, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the articles of incorporation, by-laws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration, Articles or By-Laws, which documents shall prevail in all events of conflict. In the event of any conflict among the Declaration and amendments, the Articles, the By-Laws, and the rules promulgated by the Board, the documents shall control in the order listed in this sentence.

Section 22. Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with Declarant's general plan for development of the Properties and the purposes set forth herein, including the Preamble.

Section 23. Water Management System. Notwithstanding anything to the contrary in this Declaration, no amendment to this Declaration shall change or affect the surface water management system of the Properties without the prior written approval of the SFWMD, which approval, if granted, shall be attached as an exhibit to any amendment which would have the effect of changing or affecting the surface water management system of the Properties.

Section 24. Cement Plant. An area located on the northwest corner of the intersection of 172nd Avenue and Pines Boulevard is currently being used as a cement plant. This area may become part of the Properties, and the use of such area as a cement plant may continue after such property becomes part of the Properties.

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ARTICLE XIV
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on any portion of the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. A Mortgagee or the Insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the legal description and address of the Unit, Recreational Property or Commercial Property, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit, Recreational Property, or Commercial Property on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit, Commercial Member or Recreational Member subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit, Commercial Member or Recreational Member of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

The failure of the Association to send any such notice to any Mortgagee shall have no effect on any meeting, act or thing which was to have been the subject of such notice, nor affect the validity thereof, and the Association shall not be liable for any damages which may be caused by or arise from the failure to send such notice.

Section 2. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner, Recreational Member, Commercial Member or other party priority over any rights of the first Mortgagee of any Unit, Recreational Property or Commercial Property, as applicable, in the case of

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distribution to such Owner, Recreational Member or Commercial Member, as applicable, of insurance proceeds or condemnation awards for losses to or a taking of the General Common Area or Exclusive Common Area.

Section 3. Notice to Association. Upon request, each Owner, Recreational Member and Commercial Member shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Unit, Recreational Property or Commercial Property, as applicable.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XV
DECLARANT'S RIGHTS

(a) Full Right: Declarant, its successors, designees and assigns shall have the right to make such use of the Properties as Declarant shall, from time to time, determine. In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Properties, Declarant hereby reserves for itself, its successors, designees and assigns, the nonexclusive right to use all Areas of Common Responsibility and all other portions of the Properties in conjunction with and as part of its program of sale, leasing, construction, marketing, and development including, but not limited to, the right to carry on construction and to enter and transact business, maintain models and sales and rental offices, place signs, employ sales and rental personnel, show Units, Commercial Property and Recreational Property, and use portions of the Properties and Units and other improvements owned by Declarant or the Association for purposes set forth above and for storage of construction materials and for construction and assembling construction components without any cost to Declarant and its successors, nominees and assigns for such rights and privileges. In addition to its other rights to use the Areas of Common Responsibility, Declarant, its successors, designees and assigns, shall have the nonexclusive right to use all or any portion of any building thereon as a sales, rental, or construction office. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or property pertaining to the sale, construction, marketing, maintenance and repair efforts of Declarant shall not be part of the General Common Areas or Exclusive Common Areas, and shall

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remain the property of Declarant or its nominees, as the case may be. Declarant shall have the nonexclusive right to construct, maintain and repair structures and landscaping and other improvements to be located on the Properties as Declarant deems necessary or appropriate for the development of the Properties. Declarant's use of any portion of the Properties as provided in this subparagraph (a) shall not be a violation of this Declaration.

(b) Scope: The rights and privileges of Declarant, its successors, designees and assigns, as herein set forth in subparagraph (a) above are in addition to and in no way limit any other rights or privileges of Declarant, its successors, designees and assigns, under this Declaration, the Articles or the By-Laws. The provisions of subparagraph (a) above, like other provisions of this Declaration, grant or reserve rights to and for Declarant and may not be suspended, superseded or modified in any manner unless same is consented to by Declarant. This right of use and transaction of business as set forth in subparagraph (a) above or this subparagraph (b), like Declarant's other rights herein, may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate.

ARTICLE XVI
RECREATIONAL PROPERTY;
MASTER DEVELOPMENT AND PHASING PLAN

Section 1. General. Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any of the Recreational Property. Rights to use the Recreational Property will be granted only to such Persons, and on such terms and conditions, as may be determined from time to time by the appropriate Recreational Member. The Recreational Members shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Recreational Property, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether. Recreational Property is subject to the obligations and conditions of this Declaration. Recreational Members and their guests and invitees, shall have the perpetual non-exclusive easement set forth herein. Notwithstanding anything contained herein, the aforesaid easement as it relates to the use of the General Common Areas or Exclusive Common Areas by Recreational Members or their guests and invitees shall be only as to that portion of the General Common Areas or Exclusive Common Areas necessary for their use. Any disputes as to what constitutes a normal purpose or what portion of the General Common Areas or Exclusive Common Areas are necessary for their use shall, prior to

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the termination of the Class "B" Control Period, be determined by Declarant in its sole and absolute discretion. Declarant reserves the right, in its sole discretion, and with no other approval being required, to impose upon the General Common Areas or Exclusive Common Areas such other easements which are required for the use and enjoyment of the Recreational Property.

Section 2. Conveyance of Recreational Property. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant or any other Person with regard to the continuing ownership or operation of any Recreational Property, if any, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment hereto executed or joined into by Declarant. Further, the ownership or operational duties of and as to Recreational Property may change at any time and from time to time. No consent of the Association, any Neighborhood, any Owner, any Mortgagee or any other Person shall be required to effectuate such transfer.

Section 3. Rights of Access and Parking. The Recreational Members and their guests, invitees, and the employees, agents, contractors, and designees of the Recreational Property shall at all times have the right and a non-exclusive easement of access and use over all roadways located within the Properties and Areas of Common Responsibility reasonably necessary to travel from/to the entrance of the Properties to/from the property of the Recreational Property, respectively, and, further, over those portions of the Properties (whether General Common Area, Exclusive Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the property of the Recreational Property.

Section 4. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Recreational Property, no amendment to Sections 1, 2, 3 or 4 of this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the applicable Recreational Member(s), if any. The foregoing shall not apply, however, to amendments made by Declarant.

Section 5. Master Development and Phasing Plan.

(a) The proposed "Master Development and Phasing Plan" is available from Declarant's marketing staff. The Master Development and Phasing Plan is the dynamic design for the development of the Properties as a planned residential and commercial development which may be modified and amended by Declarant during the years required to develop the Properties. The Master Development and Phasing Plan shall not bind Declarant to annex any additional real

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property pursuant to Article VIII hereof, or to improve any portion of such real property in accordance with the Master Development and Phasing Plan unless and until a Supplemental Declaration is filed for such real property which subjects it to this Declaration. Thereupon, Declarant shall develop such real property so annexed in accordance with the Master Development and Phasing Plan then in effect as the same may then or thereafter be amended from time to time as provided for herein.

(b) With respect to any portion of the Properties subjected to this Declaration and owned by Declarant, Declarant hereby reserves the unilateral right without the approval or consent of any Persons to amend the Master Development and Phasing Plan in response to changes in technological, economic, environmental or social conditions related to the development or marketing of the Properties or to changes in requirements of governmental authorities or Mortgagees subject only to the condition that such amendment is not unequivocally contrary to the overall, uniform scheme of development for the Properties, and such amendment when required is first approved by the "Reviewing Entities" as defined in the Order. By way of illustration and not limitation such amendments may modify subdivision lines of individual Units, add or reduce open areas, relocate streets, roads, drives or easements and provide for alternate housing types.

(c) Provided that the Association has been given notice of proposed changes to the Master Development and Phasing Plan, the Association shall not use its resources, nor take a public position in opposition to the proposed changes.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 27 day of APRIL, 1990.

SILVER LAKES PARTNERSHIP, a
Florida general partnership

By: SILVER BUILDERS, INC., a Florida
corporation, a General Partner

By:  as President

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

BK 7369P60323

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I, Marnie Hollander, a notary public in and for the State and County aforesaid, do certify that David G. Hollander, whose name as President of SILVER BUILDERS, INC., a Florida corporation, as general partner of Silver Lakes Partnership, a Florida general partnership, is signed to the writing above, bearing date on the 20th day of April, 1990, has acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 20th day of April, 1990.

Marnie Hollander [SEAL]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 8, 1997
BONDED THROUGH GENERAL REG. LAND

By: PL-PEMBROKE, INC., a Florida corporation, a General Partner

By: [Signature], as [Signature]

[SEAL]

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

I, Gwen A. Dorsey, a notary public in and for the State and County aforesaid, do certify that Robert F. Mancini, whose name as PRESIDENT of PL-PEMBROKE, INC., a Florida corporation, as general partner of Silver Lakes Partnership, a Florida general partnership, is signed to the writing above, bearing date on the 20th day of April, 1990, has acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 20th day of April, 1990.

Gwen A. Dorsey [SEAL]
NOTARY PUBLIC

My Commission Expires:

GWEN A. DORSEY
Notary Public, State of Ohio
Recorded in Cuyahoga City
My Comm. Expires 01-09-91

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By: HARRIS-SL CORP., a Delaware corporation, a General Partner

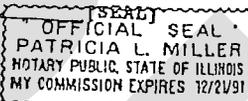
By: Mark A. Neumann, as President

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, Patricia L. Miller, a notary public in and for the State and County aforesaid, do certify that Mark A. Neumann, whose name as President of HARRIS-SL, CORP., a Delaware corporation, as general partner of Silver Lakes Partnership, a Florida general partnership, is signed to the writing above, bearing date on the 23rd day of April, 1990, has acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 23rd day of April, 1990.

Patricia L. Miller
NOTARY PUBLIC



My Commission Expires:

JOINDER AND SUBORDINATION OF MORTGAGE

The Hokkaido Takushoku Bank, Ltd., New York Branch, (the "Bank"), the owner and holder of that certain mortgage from Silver Lakes Partnership, a Florida general partnership, dated August 17, 1989, and recorded August 18, 1989, in Official Records Book 16691 at Page 704, of the Public Records of Broward County, Florida (the "Mortgage") which instrument encumbers the Property described in the foregoing Declaration does hereby consent to the Declaration and acknowledged that the lien of its Mortgage on said Property is subordinate to the provisions of the Declaration, except as provided therein and except that the rights of the Declarant under the Declaration shall be subject to the rights of the Bank under the Loan Documents (as defined in the Loan Agreement as defined in

BK 17369PC0325

the Mortgage); and that the Declaration shall survive any foreclosure of the Mortgage and shall be binding upon all Persons, and their successors in title claiming said Property; provided, however, that at no time before such foreclosure shall the foregoing Joinder (i) obligate the Bank to perform the covenants contained in or make any payments required by the Declaration, and at no time shall the foregoing Joinder (i) impose any liability on the Bank for any failure of any predecessor in interest to the Bank to perform such covenants, or (ii) be deemed a limitation on the operation or effect of the Mortgage except as specifically set forth in this Joinder.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officers, this 25th day of April, 1990.

THE HOKKAIDO TAKUSHOKU BANK,
LTD., NEW YORK BRANCH

By: *[Signature]*
M. KURIHARA (SEAL)
DEPUTY GENERAL MANAGER
and Senior Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

The foregoing instrument was acknowledged before me this 25th day of April, 1990 by *Wanahiko Kurikawa*, as *General Manager* of THE HOKKAIDO TAKUSHOKU BANK, LTD., New York Branch, on behalf of said bank.
and Senior Vice President

My Commission Expires:
December 31, 1991

[Signature]
NOTARY PUBLIC

BUNAO TA YAMADA
Notary Public, State of New York
No. 31-4399200
Qualified in New York County
Commission Expires Dec. 31, 1991

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Silverlake\dvrlake.deo\19
4/19/90:10

EXHIBIT "A"

TOTAL LAND OWNED BY DECLARANT

BK17369P60327

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I

All of Section 7, Township 51 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, recorded in Plat Book 2, Page 17, Public Records of Dade County, Florida, said lands situated, lying and being in Broward County, Florida, less and except the following:

- a) Those portions of Tracts 1 thru 8 inclusive and Tracts 49 thru 56 inclusive lying within 50 feet of the East line of said Section 7; and also
- b) The North 53 feet of said Section 7, Township 51 South, Range 40 East.
- c) The West 45 feet of the West 110 feet of Tracts 41 through 47 inclusive.

Parcel II-Tract 1

The Northeast 1/4 (NE 1/4) of Section 18, Township 51 South, Range 40 East, according to the Plat of CHAMBERS LAND COMPANY SUBDIVISION recorded in Plat Book 2, Page 68 of the Public Records of Dade County, Florida, said Plat is also recorded in Plat Book 1, Page 5A, of the Public Records of Broward County, Florida, less and except the following:

- a) Those portions of Tracts 1, 2, 3, 4, 5, 6, 7 and 8 in the Northeast 1/4 (NE 1/4) of Section 18, Township 51 South, Range 40 East according to the Plat of CHAMBERS LAND COMPANY SUBDIVISION as recorded in Plat Book 2, Page 68 of the Public Records of Dade County, Florida, said Plat is also recorded in Plat Book 1, Page 5A of the Public Records of Broward County, Florida, lying within 50 feet of the East line of said Section 18.
- b) Those portions of Tracts 8, 20, 21, 22, 23 and 24 in the Northeast 1/4 (NE 1/4) lying within 100 feet of the centerline of Section 18, being the East-West centerline of said Section 18, Township 51 South, Range 40 East according to the Plat of CHAMBERS LAND COMPANY SUBDIVISION as recorded in Plat Book 2, Page 68 of the Public Records of Dade County, Florida, said Plat is also recorded in Plat Book 1, Page 5A of the Public Records of Broward County, Florida.

BK 17369 PG 032B

Parcel II-Tract 2

The Northwest Quarter (NW 1/4) of Section 18, Township 51 South, Range 40 East, situate, lying and being in Broward County, Florida, less the South one hundred feet (8 100') thereof.

Parcel II-Tract 3

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 18, Township 51 South, Range 40 East, less those portions of Tracts 1, 9 and 10 of the Plat of CHAMBERS LAND COMPANY SUBDIVISION as recorded in Plat Book 2, Page 68 of the Public Records of Dade County, Florida, said Plat is also recorded in Plat Book 1, Page 5A of the Public Records of Broward County, Florida, lying within 100 feet of the centerline of said Section 18, being the East-West centerline of said Section 18, situate, lying and being in Broward County, Florida.

Parcel II-Tract 4

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 18, Township 51 South, Range 40 East, less that part lying within 100 feet of the centerline of said Section 18, being the East-West centerline of said Section 18, situate, lying and being in Broward County, Florida.

Parcel III

All of Section 19, Township 51 South, Range 40 East, situate, lying and being in Broward County, Florida, less and except Tract 56 in the Plat of the FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 according to the Plat thereof recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, and also less roads as shown on said Plat which abut Tract 56 on the South and which abut Tracts 54, 55 and 56 on the East.

Parcel IV

All of Section 30, Township 51 South, Range 40 East situate, lying and being in Broward County, Florida.

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Parcel V

A parcel of land lying in the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of Section 18, Township 51 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

Tracts 11 through 22 as per the Plat of CHAMBERS LAND COMPANY SUBDIVISION as recorded in Plat Book 2, Page 68 of the Public Records of Dade County, Florida; also recorded in Plat Book 1, Page 5A of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Section 18, Township 51 South, Range 40 East, City of Pembroke Pines, Broward County, Florida.

BK 17369PG0330

BK 7369 PG 033 I

EXHIBIT "B"

AND INITIALLY SUBMITTED

EXHIBIT "B"

DESCRIPTION OF PARCEL I
A PORTION OF THE PROPOSED PLAT OF SILVER LAKES AT PEMBROKE PINES

Lying in Section 18, Township 51 South, Range 40 East, being a portion of "Chambers Land Company Subdivision," according to the Plat thereof as recorded in Plat Book 2, Page 68 of the Public Records of said Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast one-quarter of said Section 18; thence North 01- 47' 55" West, along the East line of said Section 18, a distance of 1790.34 feet; thence South 88- 12' 05" West, a distance of 832.72 feet to the POINT OF BEGINNING.

thence South 20- 29' 50" West, a distance of 452.34 feet to a Point of Curvature of a curve concave to the Northwest having a radius of 175.00 feet and a central angle of 69- 46' 51";

thence Southwesterly an arc distance of 213.13 feet to a Point of Tangency;

thence North 89- 43' 19" West, a distance of 875.82 feet to a Point of Curvature of a curve concave to the Northeast having a radius of 100.00 feet and a central angle of 95- 25' 57";

thence Northwesterly an arc distance of 166.56 feet to a Point of Tangency;

thence North 05- 42' 38" East, a distance of 168.29 feet to a Point of Curvature of a curve concave to the Southwest, having a radius of 100.00 feet and a central angle of 44- 55' 58";

thence Northwesterly an arc distance of 78.42 feet to a Point of Reverse Curvature of a curve concave to the East, having a radius of 550.00 feet and a central angle of 109- 05' 47";

thence Northerly an arc distance of 1047.25 feet to a Point of Tangency;

thence North 69- 52' 27" East, a distance of 194.02 feet;

thence South 32- 17' 48" East, a distance of 372.36 feet to a Point of Curvature of a curve concave to the Northeast, having a radius of 946.00 feet and a central angle of 50- 45' 41";

thence Southeasterly an arc distance of 838.11 feet to the POINT OF BEGINNING.

Said lands lying and being in Pembroke Pines, Broward County, Florida.

Containing 27.227 acres.

Bearing shown hereon are relative to the "Craven Thompson and Associates Resurvey" as recorded in miscellaneous Plat Book 6, Page 4 of the Public Records of Broward County, Florida.

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EXHIBIT "C"

ARTICLES OF INCORPORATION

BK17369PG0333

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SILVERLAKES COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 7, 1990, as shown by the records of this office.

The document number of this corporation is N36583.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of February, 1990.



Jim Smith
Jim Smith
Secretary of State

CR2E022 (8-89)

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ARTICLES OF INCORPORATION
OF
SILVERLAKES COMMUNITY ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED

REC FEB -7 AM 8:46

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, and certify as follows:

Article 1. NAME. The name of the corporation shall be SilverLakes Community Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association."

Article 2. PURPOSES.

A. The purposes for which the Association is organized are:

(i) to be and constitute the Association to which reference is made in the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community recorded or to be recorded in the Public Records of Broward County, Florida, as amended from time to time (the "Declaration"), to perform all obligations and duties of the Association, as specified therein, in the By-Laws, and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners in the development known as SilverLakes.

B. The Association shall make no distributions of income to its members, directors, or officers.

Article 3. DEFINITIONS. All terms used herein which are not defined shall have the same meaning provided in the Declaration.

Article 4. POWERS. The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Declaration, and the By-Laws of this Association.

B. The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Declaration, including, without limitation, the power:

(i) to fix and to collect assessments and other charges to be levied against the Units, the Commercial Property and the Recreational Property, if any.

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(ii) to manage, control, operate, maintain, repair, and improve property subject to the Declaration or any other property for which the Association by rule, regulation, Declaration, or contract has a right or duty to provide such services, including the surface water management system as permitted by the SFMHD including all lakes, retention areas, culverts and related appurtenances;

(iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of Units, the Commercial Property and the Recreational Property, if any;

(v) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to borrow money for any purpose, subject to any limitations contained in the By-Laws;

(vii) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(ix) to adopt, alter, and amend or repeal such By-Laws, rules and regulations as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws, rules and regulations may not be inconsistent with or contrary to any provisions of the Declaration;

(x) to provide any and all supplemental municipal services as may be necessary or proper.

(xi) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by the Association and the powers specified in each of the paragraphs of this Article 4 are independent powers, not to be restricted by reference

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to or inference from the terms of any other paragraph or provision of Article 4.

Article 5. Members.

A. The Association shall be a membership corporation without certificates or shares of stock.

B. The owner of each Unit, each designated portion of Commercial Property and each designated portion of Recreational Property, if any, shall be a member of the Association and shall be entitled to vote as set forth in the Declaration, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be as set forth in the Declaration and in the By-Laws of the Association.

C. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing record title to a Unit, Commercial Property or Recreational Property subject to the Declaration. Written notice shall be given to the Association of such change in title. Upon such recordation, the owner designated by such instrument shall become a member of the Association and the membership of the prior owner shall be terminated.

D. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of his Unit, Commercial Property or Recreational Property.

Article 6. Term. The Association shall be of perpetual duration. If the Association is dissolved, the provisions of Article XIII, Section 18 of the Declaration shall be applicable.

Article 7. Directors.

A. The affairs of the Association shall be conducted, managed, and controlled by a Board of Directors. The initial Board of Directors shall consist of three (3) directors.

B. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Robert F. Monchain
1800 Brookpark Road
Cleveland, Ohio 44130-1199

Marc Neuerman
2 North LaSalle Street
Chicago, Illinois 60602

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David Hollander
10021 Pines Boulevard, Suite C101
Pembroke Pines, Florida 33024

C. The method of election and term of office, removal, and filling of vacancies shall be as set forth in the By-Laws.

D. The Board may delegate its operating authority to such companies, individuals, and committees as it, in its discretion, may determine, any of which may be an affiliate of or other entity related to Declarant.

Article 8. Officers. The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors, as provided in the By-Laws. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President - Walter Hollander
Vice President - Brian N. Taub
Secretary - Don Neuman
Treasurer - James R. Witt

Article 9. By-Laws. The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

Article 10. Amendments.

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Voting Members, which may be either a regular meeting or a special meeting. Any number of proposed amendments may be submitted to the Voting Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Voting Member and Declarant within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Voting Members ("Required Notice").

(c) At such meeting a vote of the Voting Members and Declarant shall be taken on the proposed amendment(s). The

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proposed amendment shall be adopted upon receiving the affirmative vote of the Voting Members holding at least seventy-five (75%) percent of all votes of all Members entitled to be cast; provided that prior to the termination of the Class "B" Control Period, the written consent of Declarant shall be required for any amendment to be effective.

2. An amendment may be adopted by a written statement, in lieu of a meeting, signed by all Directors, all Voting Members entitled to vote at meetings of the Voting Members, and Declarant setting forth their intention that an amendment to these Articles be adopted.

3. Consistent with the provisions of the Declaration allowing certain instruments, including Supplemental Declarations, to be effected by Declarant alone, Declarant alone may amend these Articles to bring the Articles into conformity with such instruments.

B. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

C. A copy of each amendment shall be filed and certified by the Secretary of State of the State of Florida.

D. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles and an exhibit to the Declaration upon the recording of the Declaration.

Article 11. Subscriber. The names and addresses of the subscriber to these Articles of Incorporation are as follows:

Walter Hollander
16021 Pines Boulevard, Suite C101
Pembroke Pines, Florida 33024

Article 12. Registered Agent and Office. The initial registered office of the Association is 10021 Pines Boulevard,

BK 17369P60339

Suite C101, Pomboke Pines, Florida 33024, and the initial registered agent at such address is Walter Hollander.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 31 day of January, 1990.

[Handwritten Signature]
WALTER HOLLANDER

The undersigned hereby accepts the designation of Registered Agent of SilverLakes Community Association, Inc. as set forth in Article 12 of these Articles.

[Handwritten Signature]
WALTER HOLLANDER

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared WALTER HOLLANDER, to me known to be the person described as incorporator and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 31st day of January, 1990.

[NOTARIAL SEAL]

[Handwritten Signature]
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JUNE 23, 1991
BROWARD COUNTY GENERAL JUD. CIR.

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BI-LAMB

EXHIBIT 001

BY-LAWS

OF

SILVERLAKES COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. Name. The name of the Association shall be SilverLakes Community Association, Inc. (hereinafter sometimes referred to as the "Association"). The Association is not a condominium association under Chapter 718, Florida Statutes.

Section 2. Principal office. The principal office of the Association shall be located in Broward County in the State of Florida. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit. The term "Director" shall refer to a member of the Board of Directors of the Association.

ARTICLE II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Voting Members or their alternates. Subsequent regular annual meetings shall be set by the Board so as to occur in the month of January on a date and at a time set by the Board of Directors.

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Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or upon a petition signed by Voting Members representing at least twenty-five (25%) percent of the total Class "A" votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may waive notice of any meeting of the Voting Members, either before or after such meeting, if such waiver is done in writing. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling, or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date

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is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members or their alternates representing at least twenty-five (25%) percent of the total Class "A" votes of the Association remain in attendance, and provided further that any action taken is approved by at least the Voting Members holding a majority of the votes required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. On any action on which a vote is required, the consent of the Voting Members holding a majority of the votes of all Members at a duly-called meeting shall be required for such action to be effective, unless a greater vote is otherwise required.

Section 9. Proxies. Voting Members may not vote by proxy but only in person or through their designated alternates.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number. When determining whether a majority of the total vote is present for purposes of a quorum to address matters pertaining to any Recreational Parcel, the majority requirement shall pertain only to those votes attributed to Units, and not votes attributed to Commercial Property or Recreational Property.

Section 11. QUORUM. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing a majority of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. In any circumstance in which the Association is to consider matters pertaining primarily or exclusively to any Recreational Parcel, the votes pertaining to Recreational Members and Commercial Members shall not be considered when determining whether a quorum is present, but only as to those matters; as to all other matters, the votes pertaining to Recreational Members and Commercial Members shall be considered.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all

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resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Voting Members.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to Directors appointed by the Class "B" Member, the Directors shall be Members. In the case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a Director.

Section 2. Directors During Class "B" Control. Subject to the provisions of Section 6 below, the Directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following at which time the Class "B" Control Period shall be terminated:

(a) when eighty-five (85%) percent of the Units permitted to be built on the property described on Exhibit "A" of the Declaration, as set forth in the order, have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale;

(b) December 31, 2020; or

(c) when, in its discretion, the Class "B" Member so determines.

Section 3. Right to Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Class "B" Member so long as the Class "B" membership exists.

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So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections (B)(9) and (10), of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors or any committee thereof and to be taken by the Board, such committee, the Association, or any individual Member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. If the Class "B" Member disapproves any action, policy or program as authorized hereunder, such action, policy or program shall be deemed void and of no force and effect. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. Except as provided in Section 6(d) below, the number of Directors in the Association shall not be less than three (3) nor more than seven (7). The

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initial Board shall consist of three (3) members as identified in the Articles of Incorporation.

Section 5. Nomination of Directors. Except with respect to Directors elected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association, with at least one (1) representative from each Voting Group. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Voting Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled.

The Nominating Committee shall nominate separate slates for the Directors to be elected at large by all Voting Members, if any, and for the Director to be elected by and from each Voting Group. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "A" Members, other than Declarant or a builder holding title solely for purposes of development and sale, own twenty-five (25%) percent of the Units permitted to be built on the real property described on Exhibit "A" and Exhibit "B" of the Declaration, or whenever the Class "B" Member earlier determines, the Association shall call a special meeting at which Voting Members representing the Class "A" Members shall elect one (1) Director, who shall be an at-large Director. Two (2) Directors shall be appointees of the Class "B" Member. The Director elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years, and until the happening of the event described in subsection (b) below, a successor shall be elected for a like term. The Directors appointed by the Class "B" Member are not subject to removal by the Class "A" Members.

(b) Within thirty (30) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own fifty (50%) percent of the Units permitted to be built on the real property described on Exhibit "A" and Exhibit "B" of the Declaration, or whenever the Class "B" Member earlier determines, the Board shall be increased

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to five (5) Directors. The Association shall call a special meeting at which Voting Members representing the Class "A" Members shall elect two (2) of the five (5) Directors, who shall serve as at-large Directors. Three (3) Directors shall be appointees of the Class "B" Member. The Directors elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. The Directors appointed by the Class "B" Member shall not be subject to removal by the Class "A" Members. If such Directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within thirty (30) days after termination of the Class "B" Control Period, the Board shall be increased to seven (7) Directors, and the Association shall call a special meeting at which Voting Members representing the Class "A" Members shall elect five (5) of the seven (7) Directors, who shall serve as at-large Directors. Two (2) Directors shall be appointees of the Class "B" Member. The Directors elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall serve until the first annual meeting following the termination of the Class "B" Control Period. The Directors appointed by the Class "B" Member shall not be subject to removal by the Class "A" Members. If such annual meeting occurs within thirty (30) days after termination of the Class "B" Control Period, this subsection shall not apply and Directors shall be elected in accordance with subsection (d) below.

(d) At the first annual meeting of the membership after the termination of the Class "B" Control Period, the Directors shall be selected as follows: Seven (7) Directors shall be elected by the Voting Members representing both Class "A" and Class "B" Members, with one (1) Director elected from each Voting Group and any remaining directorships, if any, filled at large by the vote of all Voting Members. Directors shall be elected for a term of two (2) years. At the expiration of the initial term of office of each member of the initial Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. Notwithstanding anything provided herein, as long as Declarant holds the right to annex additional property as set forth in Article VIII of the Declaration, Declarant shall have the right to appoint one (1) Director, thereby increasing the size of the Board to eight (8) Directors; such Director shall not be subject to removal by the Class "A" Members.

Each Voting Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. There shall be no cumulative voting. The Directors elected by the Voting Members

shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any Director elected by the Voting Members may be removed, with or without cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. A Director who was elected at large solely by the votes of Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Voting Members other than Declarant. Upon removal of a Director, a successor shall then and there be elected by the Voting Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Voting Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board shall be selected from the Voting Group represented by the Director who vacated the position and shall serve for the remainder of the term of such Director.

B. Meetings.

Section 8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by

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the President of the Association or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. Directors may vote on any matter properly brought before the Board, including matters pertaining to a Recreational Parcel, regardless of whether any such Director is elected from a Voting Group comprised of Recreational Members and/or Commercial Members. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time any Voting Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Voting Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation of annual budgets in accordance with the Declaration;

(b) adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution of the Common Expenses and Neighborhood Expenses;

(c) levying Special Assessments and Benefitted Assessments in the manner set forth in the Declaration, making assessments to defray the Common Expenses and Neighborhood Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's share of the Common Expenses and Neighborhood Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(d) providing for the operation, care, upkeep, and maintenance of all of the Areas of Common Responsibility;

(e) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Areas of Common Responsibility and, when appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(f) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

(g) making and amending rules and regulations;

(h) opening of bank accounts on behalf of the Association;

(i) designating the signatories for Association bank accounts;

(j) making or contracting for the making of repairs, additions, and improvements to or alterations of the Areas of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

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(k) enforcing by legal means the provisions of the Declaration, these By-Laws, and any rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners, Commercial Members and Recreational Members concerning the Association;

(l) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(m) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;

(n) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(o) making available to any prospective purchaser of a Unit, any Owner of a Unit, any Recreational Member, any Commercial Member, and any first Mortgagee, current copies of the Declaration, the Articles, the By-Laws, and any rules governing the Unit and all other books, records, and financial statements of the Association subject to the Association's right to charge a reasonable fee for such copies;

(p) permitting utility suppliers to use portions of the General Common Area reasonably necessary to the ongoing development or operation of the Properties;

(q) cooperating with the NCC, MC, the Commercial Members and the Recreational Members in the performance of their respective responsibilities; and

(r) employing a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize, which agent or agents may be an affiliate of or other entity related to Declarant; and

(s) performing the duties of the NCC or MC if so required under the Declaration.

Section 18. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (b), (c), (g), (h), and (k) of

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Section 17 of this Article. Declarant, or an affiliate of or other entity related to Declarant, may be employed as managing agent or manager.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, unless fully disclosed to the other members of the Board or unless accepted for the benefit of the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (a monthly installment of the annual assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board of Directors); and

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(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on a reviewed basis, as determined by the Board, by an independent public accountant; provided, during the Class "B" Control Period, the annual report may include, at the option of the Board, certified financial statements.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Areas of Common Responsibility which are the responsibility of the Association without the approval of the Voting Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain a majority of Voting Member approval if the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles of Incorporation, during the Class "B" Control Period, no mortgage lien shall be placed on any portion of the General Common Area without the affirmative vote or written consent, or any combination thereof, of Voting Members representing at least fifty-one (51%) percent of the Members other than the Declarant and the Declarant's nominees; provided, if the borrowed funds are primarily or exclusively used for expenses pertaining to a Recreational Parcel, the vote or written consent required shall be that of Voting Members representing at least fifty-one (51%) percent of the Members other than Declarant, Declarant's nominees, Commercial Members and Recreational Members, if any.

Section 21. Rights of the Association. With respect to the Areas of Common Responsibility which are the responsibility of the Association, and in accordance with the Articles and the Declaration, the Association shall have the right to contract with any Person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners' or residents' associations, both within and without the Properties; such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines, which shall be deemed a Special Assessment and the personal obligation of the offending party, and shall (upon

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recording of a claim of lien in the Public Records of Broward County) constitute a lien upon the property of the violating Member, and to suspend a Member's right to vote or to use the Areas of Common Responsibility for violation of any duty imposed under the Declaration, these By-Laws, or any rules; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit, Commercial Property or Recreational Property. Furthermore, the Association's right to impose fines against any Commercial Member or Recreational Member shall be limited solely to those matters specifically set forth in the Declaration as being enforceable against the Commercial Member or Recreational Member by the Association. If any occupant of a Unit, Recreational Property or Commercial Property violates the Declaration, By-Laws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner, Commercial Member or Recreational Member, as appropriate, shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) **Notice.** Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Enforcement Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

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(b) **Hearing.** If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Enforcement Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and Rules by any Person.

(c) Appeal. Following a hearing before the Enforcement Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within fifteen (15) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or any rules by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred, and such costs and fees shall be deemed the personal obligation of the offending party and a Special Assessment against the Member and such Member's Unit, Commercial Property or Recreational Property, as applicable, and the Assessment shall constitute a lien upon the property of the violating Member, which lien shall be effective upon the recording of a claim of lien in the Public Records of Broward County.

ARTICLE IV
OFFICERS

Section 1. Officers. The officers of the Association shall be a President, who shall be a Director, one (1) or several Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board of Directors. The Board of Directors shall, from time to time, appoint such other officers and assistant officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association. After the termination of the Class "B" Control Period, all officers shall be Members, provided that no Member and such Member's spouse may simultaneously serve as officers.

Section 2. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a property owners association, including, but not limited to, the power to appoint such committees at such times from among the members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association.

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The President must be a Director and shall preside at all meetings of the Board of Directors.

Section 3. Vice President. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors. In the event there shall be more than one (1) Vice President elected by the Board of Directors, then they shall be designated "First", "Second", etc., and shall exercise the powers and perform the duties of the Presidency in such order.

Section 4. Secretary. The Secretary shall cause to be kept the minutes of all meetings of the Board of Directors and the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board of Directors to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board of Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

Section 5. Treasurer. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

Section 6. Compensation. No officer shall receive any compensation from the Association for acting as such; provided any officer may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Properties.

Section 7. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc.
All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V
COMMITTEES

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Enforcement Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint an Enforcement Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Enforcement Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 22 of these By-Laws.

Section 3. Neighborhood Committees. In addition to any other committees appointed as provided above, there shall be a Neighborhood Committee for each Neighborhood which has no formal organizational structure or association. Such Neighborhood Committees shall consist of three (3) members; provided, however, by vote of at least fifty-one (51%) percent of the Owners within the Neighborhood this number may be increased to five (5).

The members of each Neighborhood Committee shall be elected by the vote of Owners of Units within that Neighborhood at an annual meeting of such Owners. The first annual meeting of each Neighborhood shall be called within sixty (60) days after conveyance of fifty-one (51%) percent of the Units in the Neighborhood to Persons other than a builder who is holding title solely for the purposes of development and sale. The Owners within the Neighborhood holding at least one-third (1/3) of the total votes in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood. The Owners within a Neighborhood shall have the number of votes assigned to their Units in the Declaration. Committee members shall be elected for a term of two (2) years or until their successors are elected. Any Director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Committee. It shall be the

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responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III, Paragraph B, Sections 8, 9, 10, 11, 12, 13, 14, 15 and 16, of these By-Laws; provided, however, the term "Voting Member" shall refer to the Owners of Units within the Neighborhood, and the term "Director" shall refer to a committee member. There shall only be one (1) vote per Unit. Cumulative voting shall not be permitted. Matters requiring a vote shall be decided by plurality vote. Each Neighborhood Committee shall elect a chairman from among its committee members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors and shall be the Voting Member from that Neighborhood.

The vote of the Owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Owner") named in a proxy or certificate of voting authorization ("Certificate") executed by all of the Owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association. If such a proxy or Certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for a quorum or for any other purpose.

Notwithstanding the provisions of the above Paragraph, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Owner. If a proxy or Certificate designating a Voting Owner is not filed by the husband and wife, the following provision shall govern their right to vote:

(a) When both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for the purposes of casting the vote for each Unit owned by them. If they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(b) When only one (1) spouse is present at a meeting, the spouse present may cast the Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association

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by the other spouse, the vote of said Unit shall not be considered.

(c) When neither spouse is present, the person designated in a proxy of Certificate signed by either spouse may cast the Unit vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Owner by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Owner by the other spouse, the vote of said Unit shall not be considered.

(d) When Members are not also members of a Neighborhood Association, any Voting Owner may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of the meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. Every proxy shall be revocable, at any time, at the pleasure of the Member exercising it. If a Member is a legal entity, the Voting Owner shall be entitled to appoint a proxy.

ARTICLE VI
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law as of the date of these By-Laws, the Articles, the Declaration, and these By-Laws, the provisions of Florida law as of the date of these By-Laws, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the

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Association or at such other place within Broward County as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) written notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. Prior to the conveyance of the first Unit, Declarant may amend these By-Laws in its sole discretion and with the approval of no other Person being required. Except as hereinafter provided, after such conveyance, the Declarant may, in its sole discretion and with the approval of no other Person being required, amend these By-Laws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental

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lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Units; provided, however, any such amendment shall not adversely affect the rights of the Owner, Recreational Member or Commercial Member unless the Owner, Commercial Member or Recreational Member, as applicable, shall consent thereto in writing. Notwithstanding the foregoing, so long as it still owns any of the real property described on Exhibit "A" of the Declaration, the Declarant may amend these By-Laws for any other purpose, in its sole discretion and with the approval of no other Person being required, provided the amendment has no material adverse effect upon any right of any Owner, Commercial Member or Recreational Member.

Hereafter and otherwise, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total Class "A" and votes in the Association, including seventy-five (75%) of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the office of the Public Records of Broward County.

Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of Broward County no sooner than five (5) business days after a copy of same has been delivered to Declarant.

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

No amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of Declarant's, or a Mortgagee's rights or privileges without such Declarant's or Mortgagee's prior written consent.

If an Owner, Commercial Member or Recreational Member consents to any amendment to these By-Laws, it will be conclusively presumed

BK 17369 PG 0363

that such Owner, Commercial Member or Recreational Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner, Commercial Member or Recreational Member and a third party will affect the validity of such amendment.

Section 7. Florida Control Share Acquisition Act. If applicable, Florida Statutes § 607.109 (Supp. 1988), the Florida Control Share Acquisition Act, does not apply to control-share acquisitions of shares (memberships) in the Association.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of SilverLakes Community Association, Inc., a Florida corporation not for profit;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 7th day of February, 1990.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 7th day of February, 1990.

Don Neuerman Secretary
Don Neuerman, Secretary (SEAL)

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EXHIBIT "P"

INITIAL GENERAL COMMON AREA

BK17369P60365

NONE

BK 17369PC0366

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

PREPARED BY:
RECORD AND RETURN TO:
Joel D. Kopelman, Esq. *JDK*
c/o Greenspoon, Marder, et. al.
6700 N. Andrews Ave., Suite 400
Fort Lauderdale, Florida 33309
(305) 491-1120

91288234

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SILVERLAKES COMMUNITY

This Amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community ("Amendment") is made and entered into this 14 day of June, 1991, by and between Silver Lakes Partnership, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2 of Article XIII of the Declaration; and

WHEREAS, the Class B Control Period as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of amending Section 21 of Article I of the Declaration.

NOW, THEREFORE, pursuant to Section 2 of Article XIII of the Declaration the Declarant amends the Declaration as follows:

1. Section 21 of Article I of the Declaration is hereby amended by adding thereto the following:

The term "Mortgagee" shall also mean the Declarant or The Hokkaido Takushoku Bank, Ltd., New York Branch with respect to any Mortgage of any priority held by the Declarant or The Hokkaido Takushoku Bank, Ltd., New York Branch, or their successors or assigns upon a Unit, Recreational Property or Commercial Property.

2. Each term defined in the Declaration and used herein shall have the meaning ascribed to it in the Declaration unless otherwise defined herein.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the day and year first written above.

91 JUL 23 P 4: 51

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Signed, sealed and delivered
in the presence of:

SILVER LAKES PARTNERSHIP, a
Florida general partnership

By: FL-PEMBROKE, INC., a
Florida corporation, its
general partners

Joanne Mindel
Nancy J. Watson

By: Robert F. Monchein
Robert F. Monchein,
President

By: HARRIS-SL CORP., a Delaware
corporation, its general
partner

Ellen Lalor
Jane St. Joseph

By: Marc A. Neuhman
Marc A. Neuhman,
President

HARRIS-SL
CORP.
DELAWARE

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, personally appeared
ROBERT F. MONCHEIN, as President of FL-Pembroke, Inc., a Florida
corporation, as general partner of Silver Lakes Partnership, a
Florida general partnership, to me well known to be the person who
executed the foregoing instrument, and he acknowledged before me
that he executed the foregoing instrument on behalf of the
Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 4th day of
June, 1991.

Nancy J. Watson
Notary Public

My Commission Expires:

[SEAL]

NANCY L. WATSON
Notary Public, State of Ohio
Resided in Cuyahoga Cty.
My Comm. Expires 01-23-04

BK18587PG0985

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned authority, personally appeared MARC A. NEUERMAN, as President of Harris-SL Corp., a Delaware corporation as general partner of Silver Lakes Partnership, to me well known to be the person who executed the foregoing instrument, and he acknowledged before me that he executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein.

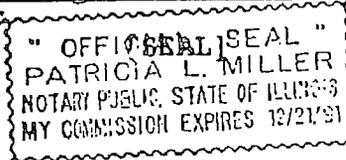
WITNESS my hand and official seal this 17th day of June, 1991.

Patricia L. Miller

Notary Public

My Commission Expires:

12/31/91



JOINDER

The undersigned hereby joins in the foregoing Amendment.

SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

Elizabeth b. Grow
Anna K. Tyler

By: *[Signature]*
Walter J. Hollander, President

Attest: *[Signature]*
Donald Neuerman, Secretary

BR 18587PG0986

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared WALTER J. HOLLANDER, as President and DONALD NEUERMAN, as Secretary of SilverLakes Community Association, Inc., a Florida corporation not for profit, to me well known to be the persons who executed the

foregoing instrument, and they acknowledged before me that they executed the foregoing instrument on behalf of the Corporation for the purposes expressed therein.

WITNESS my hand and official seal this 9th day of July, 1991.

Anna K. Bider

Notary Public

[SEAL]

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Aug. 13, 1991

CONSENT

The Hokkaido Takushoku Bank, Ltd., New York Branch, (the "Bank"), the owner and holder of that certain mortgage from Silver Lakes Partnership, a Florida general partnership, dated August 17, 1989, and recorded August 18, 1989, in Official Records Book 16591, Page 704, of the Public Records of Broward County, Florida (the "Mortgage") does hereby consent to the foregoing Amendment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer this 20th day of June, 1991.

THE HOKKAIDO TAKUSHOKU BANK, LTD.,
NEW YORK BRANCH

By: [Signature]

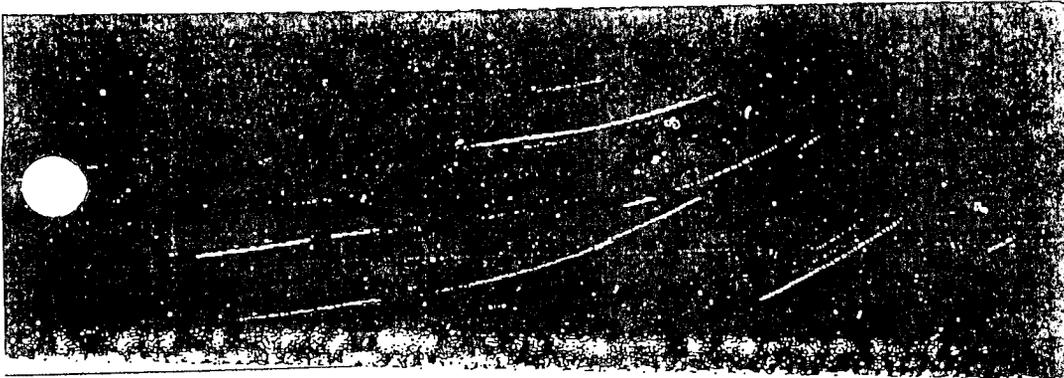
S Deputy General Manager and
Senior Vice President

[Signature]
[Signature]

RECORDED
18587 PG 987

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

BEFORE ME, the undersigned authority, personally appeared Rickie Fujisaki as Deputy General Manager and Senior Vice President of The Hokkaido Takushoku Bank, Ltd., New York Branch, to



me well known to be the person who executed the foregoing instrument, and he acknowledged before me that he executed the foregoing instrument on behalf of the Bank for the purposes expressed therein.

WITNESS my hand and official seal this 25th day of January, 1991.

James A. Yamada
Notary Public [SEAL]

My Commission Expires:

December 31, 1991

CUNAO YA YAMADA
Notary Public, State of New York
No. 31-4300200
Qualified in New York County
Commission Expires Dec. 31, 1991

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
CELIENE BRUCE
COURTY ADMINISTRATOR

BR 18587 PGO 988

silver/dec.amd
5/29/91:lmg

Return to:

RAYON KOPELMAN & O'DONNELL, P.A.
2699 STIRLING ROAD - SUITE B-100
FT. LAUDERDALE, FLORIDA 33312
Attn: Joel Kopelman

97-592273 T#001
11-10-97 11:59AM

Prepared By and Return To:

Kaye & Roger, P.A.
6261 N.W. 6th Way, Ste. 103
Ft. Lauderdale, FL. 33309

SECOND AMENDMENT TO THE
BY-LAWS OF
SILVERLAKES COMMUNITY ASSOCIATION, INC.

This Second Amendment to the By-Laws of the SilverLakes Community Association, Inc., an exhibit to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community is made and entered into as of the 28 day of October, 1997, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"), to which the By-Laws at issue are attached as Exhibit "D"; and

WHEREAS, Declarant has the right to amend the By-Laws pursuant to Section 6 of Article VI of the By-Laws; and

WHEREAS, the Class B Control Period as referred to in the Declaration and By-Laws is still in effect; and

WHEREAS, Declarant is desirous of amending Section A.6(d) of Article III of the By-Laws.

NOW, THEREFORE, pursuant to Section 6 of Article VI of the By-Laws, the Declarant hereby amends the By-Laws as follows:

1. The forgoing recitations are true and correct and are incorporated herein.

2. Section A.6(d) of Article III of the By-Laws is hereby amended as follows (additions indicated by underlining, deletions by "----", and unaffected language by ". . ."):

ARTICLE III
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

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A. Composition and Selection.

Section 6.. Election and Term of Office. Notwithstanding any other provision contained herein:

(d) At the first annual meeting of the membership after the termination of the Class "B" Control Period, the Directors shall be selected as follows: Seven (7) Directors shall be elected by the Voting Members representing both Class "A" and Class "B" Members, with one (1) Director elected from each Voting Group and any remaining directorships, if any, filled at large by the vote of all Voting Members. Except for the first election after the end of the Class "B" Control Period, Directors shall be elected for a term of two (2) years. At the first election following the termination of the Class "B" Control Period, the four (4) Voting Groups (of the total of 7 Voting Groups) whose elected Directors receive the highest percentage of votes cast within each such Director's Voting Group, as measured amongst the 7 total Voting Groups, shall serve for a term of three (3) years. The remaining three (3) individuals elected as Directors by their Voting Groups shall serve for a term of two (2) years. In the case of a tie for the three (3) year term, the tie will be determined by the President or any other Executive Officer of the Association picking numbers of the Voting Group from a sealed container for the number of seats to be filled. (For example, if the winner in Voting Group 1 had 56%, Voting Group 2 had 67%, Voting Group 3 had 48%, Voting Group 4 had 72%, Voting Group 5 had 100%, Voting Group 6 had 35% and Voting Group 7 had 81%, the three (3) year term will be held by representatives from Voting Groups 2, 4, 5 and 7, with two (2) year terms by the remaining representatives.) At the expiration of the initial term of office of each member of the initial Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. Notwithstanding anything provided herein, as long as Declarant holds the right to annex additional property as set forth in Article VIII of the Declaration, Declarant shall have the right to appoint one (1) Director, thereby increasing the size of the Board to eight (8) Directors; such Director shall not be subject to removal by the Class "A" Members.

3. Except as amended by this Second Amendment, the By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand

DK 27257PG0031

Corporation. He is personally known to me and did not take an oath.

Catherine J. Miller
Notary Public
(SEAL)

My Commission Expires:

The undersigned hereby joins in the foregoing Second Amendment to the By-Laws of SilverLakes Community Association, Inc.

SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

Leslie Lazerwitz
Printed Name: Leslie Lazerwitz
[Signature]
Printed Name: [Signature]

By: [Signature]
Walter J. Hollander,
President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 4 day of NOV., 1997, by WALTER J. HOLLANDER, as President of SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida Corporation not for profit, on behalf of said Corporation. He is personally known to me and did not take an oath.

OFFICIAL NOTARY SEAL
LESLIE LAZERWITZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC359952
MY COMMISSION EXP. JAN. 5, 1998

Leslie Lazerwitz
Notary Public
(SEAL)

My Commission Expires.

Marilyn Holmsted
Printed Name: Marilyn Holmsted

Attest: Elizabeth Grow
Elizabeth Grow, esq.
Secretary

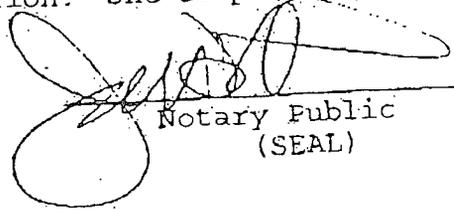
[Signature]
Printed Name: Joel Kaplan

STATE OF Florida)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 3

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day of November, 1997, by ELIZABETH GROW, as Secretary of SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida Corporation not for profit, on behalf of said Corporation. She is personally known to me and did not take an oath.


Notary Public
(SEAL)

My Commission Expires:

OFFICIAL NOTARY SEAL
JOEL D KOPELMAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC538382
MY COMMISSION EXP. MAR. 10, 2000

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

OK 27257PG0034

WJC

Record and Return To:
Joel D. Kopelman, Esq.
c/o Greenspoon, Marder
Trade Centre South #700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309

92478928

FIRST AMENDMENT TO

BY-LAWS OF

SILVERLAKES COMMUNITY ASSOCIATION, INC.

This First Amendment to the By-Laws of SilverLakes Community Association, Inc. ("Amendment") is made and entered into as of this 3 day of September, 1992, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, the By-Laws of SilverLakes Community Association, Inc. (hereinafter the "By-Laws") are Exhibit "D" to the Declaration; and

WHEREAS, Declarant has the right to amend the By-Laws pursuant to Section 6 of Article VI of the By-Laws; and

WHEREAS, Declarant is desirous of amending Section 3 of Article V of the By-Laws.

NOW, THEREFORE, Pursuant to Section 6 of Article VI of the By-Laws, Declarant amends the By-Laws as follows:

1. The foregoing recitations are correct and are incorporated herein.

2. Section 3 of Article V of the By-Laws is hereby amended by adding the following to the third paragraph thereof:

Each Neighborhood Committee shall also elect a Vice chairman from its committee members who shall assume the duties of the chairman in the absence of chairman. In the absence of the chairman and vice chairman, the remaining member or members of the Neighborhood Committee shall designate which member of the Neighborhood Committee shall act in the place of the chairman and vice chairman as to all matters during their absence. In the event a seat on the Neighborhood Committee becomes vacant by resignation of a committee member or for any other reason, then in that event occurring, the remaining member or members of the Neighborhood Committee shall designate a replacement committee member(s) for the balance of the term of the committee member(s) whose seat became vacant. If all seats become vacant without any

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surviving committee members, the Association shall call a special meeting of the Owners of Units in the Neighborhood to elect a Neighborhood Committee.

3. Except as amended by this Amendment, the By-Laws shall remain in full force and effect.

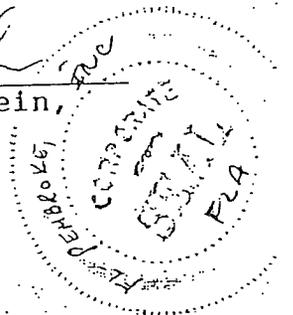
IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal as of the date first above written.

Signed, sealed and delivered in the presence of:

SILVER LAKES PARTNERSHIP, a Florida general partnership

By: FL-PEMBROKE, INC., a Florida corporation, its general partner

By: *Robert F. Monchein*
Robert F. Monchein,
President

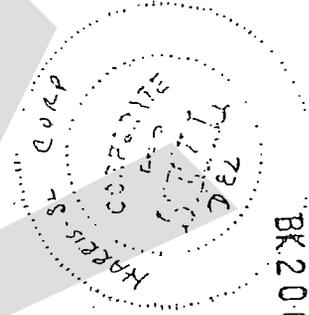


Joanne Minded
JOANNE MINDEK
Printed Name of Witness

Gwen A. Dorsey
GWEN A. DORSEY
Printed Name of Witness

By: HARRIS-SL CORP., a Delaware corporation, its general partner

By: *Marc A. Neuman*, President
Marc A. Neuman,
President



Jane D. Langland
JANE D. LANGLAND
Printed Name of Witness

Donna Medica
DONNA MEDICA
Printed Name of Witness

BK20052PGU158

ONIO
STATE OF FLORIDA)
CUYAHOGA) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8TH day of SEPTEMBER, 1992, by ROBERT F. MONCHEIN, as President of FL-PEMBROKE, INC., a Florida corporation, general partner of Silver Lakes Partnership, a Florida general partnership, on behalf of said Partnership. He is personally known to me and did not take an oath.

Gwen A. Dorsey
Notary Public [SEAL]

My Commission Expires:

GWEN A. DORSEY
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 01-09-94

ILLINOIS
STATE OF FLORIDA)
COOK) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10TH day of SEPTEMBER, 1992, by MARC A. NEUERMAN, as President of HARRIS-SL CORP., a Delaware corporation, general partner of Silver Lakes Partnership, a Florida general partnership on behalf of said Partnership. He is personally known to me and did not take an oath.

Patricia L. Miller
Notary Public [SEAL]

My Commission Expires:

12/21/95

[SEAL]
" OFFICIAL SEAL "
PATRICIA L. MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/21/95

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SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SILVERLAKES COMMUNITY

This Second Amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community ("Amendment") is made and entered into this 1st day of October, 1991, by Silver Lakes Partnership, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community recorded in Official Records Book 17369, Page 240 and as amended pursuant to Amendment recorded in Official Records Book 18587, Page 984 both of the Public Records of Broward County, Florida (collectively the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2(a) and 2(c) of Article XIII of the Declaration; and

WHEREAS, the Class B Control Period as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of making this Amendment to fulfill certain requirements of HUD.

NOW, THEREFORE, pursuant to Section 2(a) and 2(c) of Article XIII of the Declaration the Declarant amends the Declaration as follows:

1. Article VIII of the Declaration is hereby amended by adding thereto Section 6 as follows:

Section 6. Limitation on Real Property That May Be Annexed and Be Subjected To The Declaration. Notwithstanding anything contained in Article VIII of this Declaration or in any other provision of the Declaration to the contrary, in no event will any real property lying outside of Sections 7, 18, 19 and 30 of Township 31 South, Range 40 East, Broward County, Florida, be annexed under, added to the real property legally described in Exhibit "A" to this Declaration or be subjected to this Declaration without the prior written approval of the Department of Housing and

JAN 21 5 17 PM '91

BR 19106PG0038

w/c →

Prepared By +
Record and Return To
Jodi Q. Kestner, Esq.
c/o Greenstein, Harter
Trotter Centre South 1700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309

Handwritten initials/signature

Urban Development and the Veteran's Administration as long as their exists a Class "B" Member.

2. Article II of the Declaration is hereby amended by adding thereto a Section 10 as follows:

Section 10. Notwithstanding anything contained in this Declaration to the contrary, General Common Area or Exclusive Common Area shall not be conveyed or mortgaged by the Association without the prior approval of two-thirds (2/3) of the Voting Members of the Association (other than the Declarant); provided, however, such approval of the Voting Members shall not be required for a conveyance by the Association of General Common Area or Exclusive Common Area to the Declarant.

3. Section 18 of Article XIII of the Declaration is hereby amended by adding the following sentence:

In the event of a dissolution or termination of the Association, without reinstatement, the assets of the Association shall be transferred only to another not for profit corporation or dedicated or conveyed to an appropriate governmental agency agreeing to accept such dedication or conveyance.

4. Each term defined in the Declaration and used herein shall have the meaning ascribed to it in the Declaration unless otherwise defined herein.

5. Except as amended by this Amendment, the Declaration shall remain in full force and effect. and prior Amendment thereto,

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the day and year first written above.

Signed, sealed and delivered in the presence of:

SILVER LAKES PARTNERSHIP, a Florida general partnership

By: FL-PEMBROKE, INC., a Florida corporation, its general partners

By: Robert F. Monchein, President

Anna K. Tyler
[Signature]

AK 19106PG0039

By: HARRIS-SL CORP., a Delaware corporation, its general partner

By: Marc A. Neuerman, President
Marc A. Neuerman,
President

Anna K Tyler
Marc A Neuerman

STATE OF ~~FLORIDA~~)
 FLORIDA)
COUNTY OF ~~DUVAL~~) ss.
 BROWARD)

BEFORE ME, the undersigned authority, personally appeared ROBERT F. MONCHEIN, as President of FL-Pembroke, Inc., a Florida corporation, as general partner of Silver Lakes Partnership, a Florida general partnership, to me well known to be the person who executed the foregoing instrument, and he acknowledged before me that he executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 1st day of October, 1991.

Anna K. Tyler

Notary Public

[SEAL]

My Commission Expires:



ANNA K. TYLER
MY COMMISSION EXPIRES
AUGUST 13, 1995
BROWARD COUNTY, FLORIDA

STATE OF ~~FLORIDA~~)
 FLORIDA)
COUNTY OF ~~DUVAL~~) ss.
 BROWARD)

BEFORE ME, the undersigned authority, personally appeared MARC A. NEUERMAN, as President of Harris-SL Corp., a Delaware corporation as general partner of Silver Lakes Partnership, to me well known to be the person who executed the foregoing instrument, and he acknowledged before me that he executed the foregoing

BR 19106PG040

instrument on behalf of the Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 1st day of October, 1991.

Anna K. Tyler
Notary Public

My Commission Expires:



[SEAL]
ANNA K. TYLER
BY COMMISSION EXPIRES
AUGUST 13, 1995
BONDED THRU NOTARY PUBLIC DEPARTMENTS

JOINDER

The undersigned hereby joins in the foregoing Amendment.

SILVERLAKES COMMUNITY ASSOCIATION,
INC., a Florida corporation not
for profit

Anna K. Tyler
Hait D. Bruno

By: [Signature]
Walter J. Hollander, President

Attest: [Signature]
Donald Neuerman, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

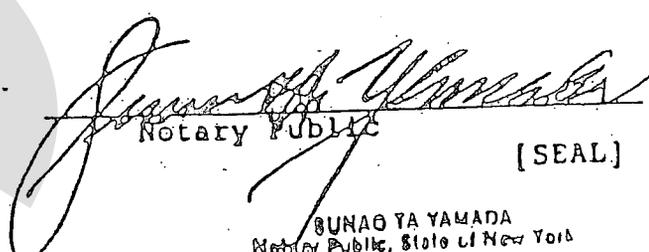
BEFORE ME, the undersigned authority, personally appeared WALTER J. HOLLANDER, as President and DONALD NEUERMAN, as Secretary of SilverLakes Community Association, Inc., a Florida corporation not for profit, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they

BK 19106PG004 1

instrument, and he acknowledged before me that he executed the foregoing instrument on behalf of the Bank for the purposes expressed therein.

WITNESS my hand and official seal this 7th day of October, 1991.

My Commission Expires:


Notary Public

[SEAL]

BUNAO YA YAMADA
Notary Public, State of New York
No. 31450077
Qualified in New York County
Commission Expires Dec. 31, 1991

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

BK 1910660063

silver/2ndamd.dec
8/27/91:lmg

Record and Return To:
Joel D. Kopelman, Esq.
c/o Greenspoon, Marder
Trade Centre South #700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309

92327617

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SILVERLAKES COMMUNITY

This Third Amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community ("Amendment") is made and entered into this 7th day of July, 1992, by and between Silver Lakes Partnership, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2 of Article XIII of the Declaration; and

WHEREAS, ~~the Class B Control Period~~ as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of amending paragraph (q) of Section 2, Article XII of the Declaration.

NOW, THEREFORE, pursuant to Section 2 of Article XIII of the Declaration the Declarant amends the Declaration as follows:

1. The foregoing recitations are correct and are incorporated herein.

2. Paragraph (q) of Section 2, Article XII is hereby amended to read as follows:

(q) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines which are generally not installed underground.

3. Except as amended by this Amendment, the Declaration and prior Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand

92 JUL 30 P 4: 19

BR 9730PE0580

and seal the day and year first written above.

Signed, sealed and delivered
in the presence of:

SILVER LAKES PARTNERSHIP, a
Florida general partnership

By: FL-PEMBROKE, INC., a
Florida corporation, its
general partners

By: Robert F. Monchein
Robert F. Monchein,
President

Anna K. Tyler
Anna K. Tyler
Elizabeth Grow
Elizabeth Grow

By: HARRIS-SL CORP., a Delaware
corporation, its general
partner

By: Marc A. Neuerman, President
Marc A. Neuerman,
President

Anna K. Tyler
Anna K. Tyler
Scamie N. Will
Scamie N. Will

NOTARY PUBLIC
HARRIS-SL CORP.
SCOTT W. HARRIS
1700 N. W. 11th St.
Miami, FL 33136
Tel: 305-371-1111

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th
day of July, 1992 by ROBERT F. MONCHEIN, as President
of FL-Pembroke, Inc., a Florida corporation, as general partner of
Silver Lakes Partnership, a Florida general partnership, on behalf
of the Partnership. He is personally known to me and did not take
an oath.

Anna K. Tyler
Notary Public [SEAL]

My Commission Expires:



ANNA K. TYLER
MY COMMISSION EXPIRES
August 13, 1995
BONDED THIRD NOTARY PUBLIC UNDERWRITERS

BK 79730PG05811

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of July, 1992, by MARC A. NEUERMAN, as President of Harris-SL Corp., a Delaware corporation, as general partner of Silver Lakes Partnership, a Florida general partnership on behalf of the Partnership. He is personally known to me and did not take an oath.

Anna K. Tyler
Notary Public [SEAL]

My Commission Expires:



ANNA K. TYLER
MY COMMISSION EXPIRES
August 13, 1996
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JOINDER

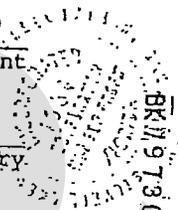
The undersigned hereby joins in the foregoing Amendment.

SILVERLAKES COMMUNITY ASSOCIATION,
INC., a Florida corporation not
for profit

Loannis H. Witt
Joanne M. Witt
Anna K. Tyler
Anna K. Tyler

BY: [Signature]
Walter J. Hollander, President

Attest: [Signature]
Donald Neuerman, Secretary



STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of July, 1992 by WALTER J. HOLLANDER, as President and

DONALD NEUERMAN, as Secretary of SilverLakes Community Association, Inc., a Florida corporation not for profit, on behalf of the Corporation. They are personally known to me and did not take an oath.

Anna K. Tyler
Notary Public

My Commission Expires:

[SEAL]



ANNA K. TYLER
MY COMMISSION EXPIRES
August 18, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CONSENT

The Hokkaido Takushoku Bank, Ltd., New York Branch, (the "Bank"), the owner and holder of that certain mortgage from Silver Lakes Partnership, a Florida general partnership, dated August 17, 1989, and recorded August 18, 1989, in Official Records Book 16691, Page 704, of the Public Records of Broward County, Florida (the "Mortgage") does hereby consent to the foregoing Amendment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer this 24th day of JULY, 1992.

THE HOKKAIDO TAKUSHOKU BANK, LTD.,
NEW YORK BRANCH

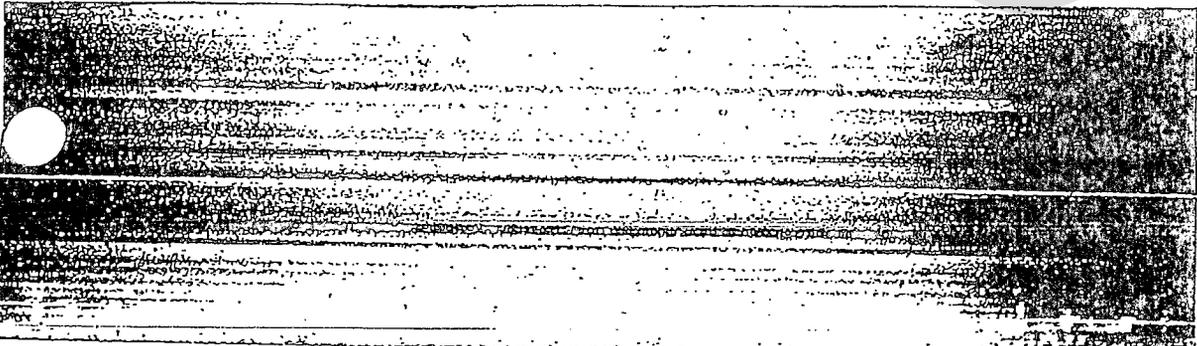
By: [Signature]
Deputy General Manager and
Senior Vice President

[Signature]
J. STEW

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 24th day of JULY, 1992, by RICHIRO FUSUWAMI as Deputy General Manager and Senior Vice President of The Hokkaido

BR 79730P60583



Takushoku Bank, Ltd., New York Branch, on behalf of the Bank, He
is personally known to me and did not take an oath.

Archondia P. Condos
Notary Public

[SEAL]

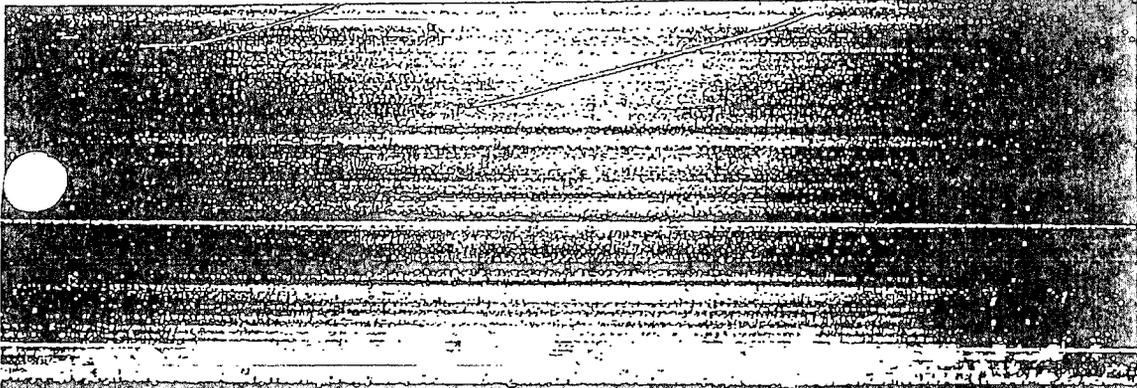
My Commission Expires:

ARCHONDIA P. CONDOS
Notary Public, State of New York
No. 31-4987077
Qualified in New York County 2
Commission Expires Oct 7, 19 13

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

silver/3rd500.nzd
7/1/92:lnq

BK79730PG0584



93029437

Prepared By:
Record and Return to:
Joel D. Kopelman, Esquire
c/o Navon & Kopelman, P.A.
2699 Stirling Road
Suite B303
Fort Lauderdale, Florida 33312
(305) 967-2788

FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SILVER LAKES COMMUNITY

93 JAN 25 AM 11:33

This Fourth Amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community ("Fourth Amendment") is made and entered into as of the 22 day of JAN., 1993, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2 of Article XIII of the Declaration and Section 1 of Article VIII of the Declaration; and

WHEREAS, the Class B Control Period as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of amending Exhibit "A" to the Declaration.

NOW, THEREFORE, pursuant to Section 1 of Article VIII and Section 2 of Article XIII of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct and are incorporated herein.

2. Exhibit "A" to the Declaration is hereby amended by adding to the real property described in Exhibit "A" to the Declaration the real property described in Exhibit "1" to this Fourth Amendment.

3. Except as amended by this Fourth Amendment, the

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

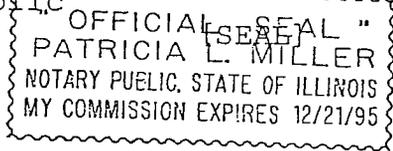
The foregoing instrument was acknowledged before me this 21st day of JANUARY, 1993, by MARC A. NEUERMAN, as President of HARRIS-SL CORP., a Delaware corporation and general partner of Silver Lakes Partnership, a Florida general partnership, on behalf of said Corporation. He is personally known to me and did not take an oath.

Patricia L. Miller

Notary Public

My Commission Expires:

12/21/95



JOINED BY: SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

By: *[Signature]*
Walter J. Hollander,
President

[Signature]

Printed Name: JOEL D. KOPELMAN

[Signature]
Printed Name: LINDA M. GOLUBOWSKI

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22nd day of January, 1993, by WALTER J. HOLLANDER, as President of SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said Corporation. He is personally known to me and did not take an oath.

Linda M. Golubowski
Notary Public

My Commission Expires:

[SEAL]



OFFICIAL NOTARY SEAL
LINDA M. GOLUBOWSKI
COMMISSION NO. CC184019
MY COMMISSION EXP. MAR. 3, 1995.

BK 20302 PG 0340

CONSENT

The Hokkaido Takushoku Bank, Ltd., New York Branch, (the "Bank"), the owner and holder of that certain mortgage from Silver Lakes Partnership, a Florida general partnership, dated August 17, 1989, and recorded August 18, 1989, in Official Records Book 16691, Page 704, of the Public Records of Broward County, Florida (the "Mortgage") does hereby consent to the foregoing Fourth Amendment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer this 19th day of January, 1993.

THE HOKKAIDO TAKUSHOKU BANK, LTD.,
NEW YORK BRANCH

Kathleen M. Sweet By: Takanori Tsunoda
Printed Name: KATHLEEN M. SWEET TAKANORI TSUNODA
[Signature] Deputy General Manager and
Printed Name: Jonathan B... Senior Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 19th day of January, 1993, by TAKANORI TSUNODA as S.L.P. & S.J.P. of THE HOKKAIDO TAKUSHOKU BANK, LTD., New York Branch, on behalf of said Corporation. He is personally known to me and did not take an oath.

Archondia P. Condos
Notary Public

My Commission Expires:

ARCHONDIA P. CONDOS [SEAL]
Notary Public, State of New York
No. 31-4987077
Qualified in New York County
Commission Expires Oct. 7, 1993

BK20302PG0341

EXHIBIT "1"

LEGAL DESCRIPTION

A portion of Tract "A" of "Sessa's Seven", according to the Plat thereof as recorded in Plat Book 147, Page 23 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "A";
thence North 01° 47' 20" West, along West Line of said Tract "A" also being the East Line of the Proposed Plat of Silver Lakes at Pembroke Pines Phase II, a distance of 272.56 feet to the POINT OF BEGINNING;

thence continue North 01° 47' 20" West along said line a distance of 1255.61 feet;
thence South 31° 14' 48" East, a distance of 136.04 feet;
thence South 01° 47' 20" East, a distance of 310.44 feet;
thence South 09° 38' 17" East, a distance of 109.93 feet;
thence South 16° 11' 06" West, a distance of 51.83 feet;
thence South 04° 40' 46" East, a distance of 119.25 feet;
thence South 04° 52' 31" East, a distance of 130.29 feet;
thence South 05° 36' 08" East, a distance of 105.43 feet;
thence South 01° 20' 28" East, a distance of 126.10 feet;
thence South 03° 16' 47" West, a distance of 113.04 feet;
thence South 20° 18' 05" East, a distance of 80.58 feet;
thence South 88° 46' 58" West, a distance of 100.58 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pembroke Pines, Broward County, Florida, and containing 2.0574 acres more or less:

Bearings are based on the West Line of said Tract "A" as being North 01° 47' 20" West.

BR 20302 PG 0342

Prepared By:
Record and Return to:
Joel D. Kopelman, Esquire
c/o Navon & Kopelman, P.A.
2699 Stirling Road
Suite B303
Fort Lauderdale, Florida 33312
(305) 967-2788

93029439

FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SILVER LAKES COMMUNITY

This Fifth Amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community ("Fourth Amendment") is made and entered into as of the 22 day of JAN., 1993, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2 of Article XIII of the Declaration and Section 1 of Article VIII of the Declaration; and

WHEREAS, the Class B Control Period as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of amending Exhibit "A" to the Declaration.

NOW, THEREFORE, pursuant to Section 1 of Article VIII and Section 2 of Article XIII of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct and are incorporated herein.

2. Exhibit "A" to the Declaration is hereby amended by adding to the real property described in Exhibit "A" to the Declaration the real property described in Exhibit "1" to this Fifth Amendment.

3. Except as amended by this Fifth Amendment, the

93 JAN 25 AM 11 33

BK 20302PG0351

21.00
3.00
24.00

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

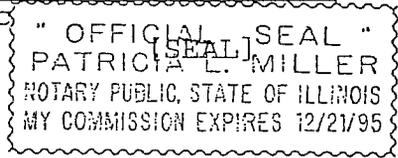
The foregoing instrument was acknowledged before me this 21st day of JANUARY, 1993, by MARC A. NEUERMAN, as President of HARRIS-SL CORP., a Delaware corporation and general partner of Silver Lakes Partnership, a Florida general partnership, on behalf of said Corporation. He is personally known to me and did not take an oath.

Patricia L. Miller

Notary Public

My Commission Expires:

12/21/95



JOINED BY: SILVERLAKES COMMUNITY ASSOCIATION, INC, a Florida corporation not for profit

BY: *[Signature]*
Walter J. Hollander,
President

[Signature]
Printed Name: Joul D. Kopelman

[Signature]
Printed Name: LINDA M GOLUBOWSKI

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22nd day of January, 1993, by WALTER J. HOLLANDER, as President of SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said Corporation. He is personally known to me and did not take an oath.

[Signature]
Notary Public

My Commission Expires:

[SEAL]



OFFICIAL NOTARY SEAL
LINDA M GOLUBOWSKI
COMMISSION # 1119
MY COMMISSION EXPIRES MAR 3, 1996

BK 20302PG0353

EXHIBIT "1"

Tract 56 in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 of Section 19, Township 51 South, Range 40 East, according to the Plat thereof recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, lying and being in Broward County, Florida.

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

BR 20302 P 0355

Prepared By:
Record and Return to:
Joel D. Kopelman, Esquire
c/o Navon & Kopelman, P.A.
2699 Stirling Road
Suite B303
Fort Lauderdale, Florida 33312
(305) 967-2788

DCO

SIXTH AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SILVER LAKES COMMUNITY

This Sixth Amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community ("Fourth Amendment") is made and entered into as of the 9 day of June, 1993, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2 of Article XIII of the Declaration;

WHEREAS, the Class B Control Period as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of amending Section 5 of Article XI of the Declaration and subparagraph (d) of Section 16 of Article XIII of the Declaration.

NOW, THEREFORE, pursuant to Section 2 of Article XIII of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct and are incorporated herein.

2. Section 5 of Article XI of the Declaration is hereby amended as follows (additions indicated by underlining, deletions by "----", and unaffected language by ". . ."):

~~Section 5. Variance. The NCC and MC may authorize variances from compliance with any of its guidelines and~~

BK20988PG0166

SIPN
2

procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration or the Order, or (c) estop the committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain any financing shall not be considered a hardship warranting a variance.

3. Subparagraph (d) of Section 16 of Article XIII is hereby amended to read as follows (additions indicated by underlining, deletions by "----", and unaffected language by ". . ."):

(d) The costs and attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees, the Association, or a party having a right to enforce this Declaration, if any, pursuant to subparagraph (b) above, who prevails in any such enforcement action, in any action against a Person to enforce any provision of this Declaration shall be a personal obligation of such Person which shall be paid by such Person. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the Owner of the Unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the Owner of the Unit, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a Special Assessment against the Unit, and shall be collectible in the same fashion as any other assessment as provided in Article X hereunder.

4. Except as amended by this Sixth Amendment, the Declaration and prior amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal as of the day and year first above written.

[This space intentionally left blank.]

BK20988PG0167

Signed, sealed and delivered
in the presence of:

DECLARANT:

SILVER LAKES PARTNERSHIP, a
Florida general partnership

By: FL-PEMBROKE, INC., a
Florida corporation,
general partner

By: Robert F. Monchein
Robert F. Monchein,
President

[SEAL]

Anna K. Blau
Printed Name: ANNA K. BLAU

Elizabeth C. Grow
Printed Name: ELIZABETH C. GROW

By: HARRIS-SL CORP., a
Delaware corporation,
general partner

By: Marc A. Neuman, President
Marc A. Neuman,
President

[SEAL]

Anna K. Blau
Printed Name: ANNA K. BLAU

Elizabeth C. Grow
Printed Name: ELIZABETH C. GROW

Florida
STATE OF ~~OHIO~~
Broward ss.
COUNTY OF ~~CUYAHOGA~~)

The foregoing instrument was acknowledged before me this 9th
day of JUNE, 1993, by ROBERT F. MONCHEIN, as President of
FL-PEMBROKE, INC., a Florida corporation and general partner of
Silver Lakes Partnership, a Florida general partnership, on behalf
of said Corporation. He is personally known to me and did not take
an oath.

Anna K. Tyler
Notary Public [SEAL]

My Commission Expires:



ANNA K. TYLER
MY COMMISSION EXPIRES
August 13, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

BR20988PG0168

CONSENT

The Hokkaido Takushoku Bank, Ltd., New York Branch, (the "Bank"), the owner and holder of that certain mortgage from Silver Lakes Partnership, a Florida general partnership, dated August 17, 1989, and recorded August 18, 1989, in Official Records Book 16691, Page 704, of the Public Records of Broward County, Florida (the "Mortgage") does hereby consent to the foregoing Sixth Amendment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer this 1st day of JULY, 1993.

THE HOKKAIDO TAKUSHOKU BANK, LTD.,
NEW YORK BRANCH

Kathleen Adams
Printed Name: KATHLEEN ADAMS
Karen Lloyd
Printed Name: Karen Lloyd

By: Takanori Tsumota
TAKANORI TSUMOTA
Deputy General Manager and
Senior Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 1st day of JULY, 1993, by TAKANORI TSUMOTA as SE. DEP. GEN. MGR. Sr. V.P. of THE HOKKAIDO TAKUSHOKU BANK, LTD., New York Branch, on behalf of said Corporation. He is personally known to me and did not take an oath.

Richard F. Corda
Notary Public
ARCHONDIA P. CONDOS [SEAL]
Notary Public, State of New York
No. 31-4987077
Qualified in New York County
Commission Expires Oct. 7, 1993

My Commission Expires:

BK 20988 PG 170

96-152824 T0001
03-30-96 01:31PM

THIS INSTRUMENT PREPARED BY:
DAVE & DOUG, P.A.
1800 West Cypress Creek, Suite 307
Ft. Lauderdale, Florida 33309

SEVENTH AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SILVERLAKES COMMUNITY

THIS AMENDMENT to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silverlakes Community is made and entered into as of the 26 day of MARCH, 1996, by SILVERLAKES PARTNERSHIP, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silverlakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2 of Article XIII of the Declaration;

WHEREAS, the Class B Control Period as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of amending Section 6, subparagraph (b) of Article X of the Declaration.

NOW, THEREFORE, pursuant to Section 2 of Article XIII of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct and are incorporated herein.

EX 24679PC0898

(4) / 12

2. Section 6 of Article X of the Declaration is hereby amended as follows: See Attached.

3. Except as amended by this Amendment, the Declaration and prior amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT:

SILVER LAKES PARTNERSHIP, a Florida general partnership

By: FL-PEMBROKE, INC., a Florida corporation, general partner

By: [Signature]
President

By: HARRIS-SL CORP., a Delaware corporation, general partner

By: [Signature]
President

[Signature]
Print Name: JANILE L. RYSOUC

[Signature]
Print Name: LAURA DWLACH

[Signature]
Print Name: JANE D. LANGRISH

[Signature]
Print Name: KIMBERLY REED

STATE OF FLORIDA OHIO
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8TH day of MARCH 1996, by ROBERT F. MUMMEIN as President of FL-PEMBROKE, INC., a Florida corporation and general partner of Silver Lakes Partnership, a Florida general partnership, on behalf of the corporation. He/she is personally known to me or

BK24679PC0899

~~have produced~~ _____ ~~as identification and did~~
~~take an oath.~~

NOTARY PUBLIC:

sign Janice L. Patsolic

print JANICE L. PATSOLIC
~~State of Florida at Large~~

My Commission Expires: JANICE L. PATSOLIC, Notary Public
STATE OF OHIO
My Commission Expires Jan. 15, 2000
(Recorded in Cuyahoga County)

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 18
day of MARCH 1996, by ROBE E. MARTIN as
President of HARRIS-SL CORP., a Delaware corporation and general
partner of Silver Lakes Partnership, a Florida general partnership,
on behalf of the corporation. He is personally known to me ~~or~~
~~have produced~~ _____ ~~as identification and did~~
~~take an oath.~~

NOTARY PUBLIC:

sign Patricia J. Miller

print PATRICIA L. MILLER
~~State of Florida at Large~~

My Commission Expires: _____

The undersigned hereby joins in the foregoing Amendment to
Declaration of Protective Covenants, Conditions, Easements and
Restrictions for Silverlakes Community.

SILVERLAKES COMMUNITY ASSOCIATION,
INC., a Florida corporation not for
profit

[Signature]
Print Name: David Miller

By: [Signature]
President

[Signature]
Print Name: Gary [unclear]

DK 24679PG0900

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26
day of MARCH 1996, by WALTER HOLL ANDER as
President of SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida
corporation not for profit, on behalf of the corporation. He/she
is PERSONALLY KNOWN to me or have produced _____
as identification and did take an oath.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large

My Commission Expires:



THOMAS R. EVANS, JR.
My Commission 00402240
Expires Sep. 27, 1993
Bonded by HAI
000-427-1565

BK 24679PG0901

AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR SILVERLAKES COMMUNITY

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

ARTICLE X
ASSESSMENTS

Section 6. Affirmative Covenant to Pay
Assessments and Establishment of Liens.

(b) Any and all types of assessments or other charges made by the Association or Declarant, as applicable, in accordance with the provisions of this Declaration, together with interest at the rate of eighteen (18%) percent per annum, or at any other rate which may from time to time be established by the Board, provided that the rate never exceeds the highest rate allowed by law, any administrative late fee imposed by the Board, at the discretion of the Board, which may in an amount not to exceed the highest amount allowable under the law, and costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be (i) a charge and continuing lien upon the Unit, Recreational Property or Commercial Property against which each such assessment or charge is made; and (ii) the personal obligation of the Owner of each such Unit, Recreational Member or Commercial Member assessed. When a Unit is located in a Rental Building, any lien which may be created under this Declaration shall attach to all portions of the Properties owned by the Owner of such Unit, notwithstanding anything provided herein to the contrary; additionally, such amounts due shall be the personal obligation of the Owner of each such Rental Building. Said lien shall be effective only from and after the time of the recordation in the Public Records of Broward County, Florida of a written acknowledged claim of lien by the Association or Declarant, as applicable, setting forth the amount due to the Association or Declarant, as applicable, as of the date the claim of lien is signed. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. Upon full payment of all sums secured by that lien, the person making payment shall be entitled to a satisfaction of the claim of lien in recordable form. The lien of the assessments or other charges and any late costs thereon provided for herein shall be subordinate to the lien of any first Mortgage of a Mortgagee now or hereafter placed upon the Unit, all portions of

BK 24679PG0902

the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property by a Mortgagee of record and the payment in full of all obligations owed to any such Mortgagee pursuant to its first Mortgage. When a Mortgagee holding a first mortgage of record obtains title to a Unit, portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property as a result of foreclosure of its Mortgage, or by deed in lieu of foreclosure or its Mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of assessments pertaining to such Unit, such portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure of its Mortgage, unless the assessment or other charge against the Unit, such portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property in question is secured by a claim of lien for assessments that is recorded prior to the recordation of the Mortgage which was foreclosed or was the subject of the deed in lieu of foreclosure. The unpaid share of Common Expenses or assessments shall be collectible from all of the Owners, the Recreational Members and the Commercial Members, including such acquirer of title (as a result of foreclosure or deed in lieu of foreclosure) and his successors and assigns.

DK 24679PG0903

Prepared By:

Kaye & Roger, P.A.
6261 N.W. 6th Way, Ste. 103
Ft. Lauderdale, FL. 33309

EIGHTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR SILVER LAKES COMMUNITY

This Eighth Amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community ("Eighth" Amendment) is made and entered into as of the 18 day of July, 1997, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter "Declarant"), whose address is 10800 Brookpark Road, Cleveland, OH 44130.

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2 of Article XIII of the Declaration; and

WHEREAS, the Class B Control Period as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of amending Section 6 of Article X of the Declaration.

NOW, THEREFORE, pursuant to Section 2 of Article XIII of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The forgoing recitations are true and correct and are incorporated herein.

2. Section 6 of Article X of the Declaration is hereby amended as follows (additions indicated by underlining, deletions by "----", and unaffected language by ". . ."):

ARTICLE X
ASSESSMENTS

Section 6. Affirmative Covenant to Pay
Assessments and Establishment of Liens.

(b) Any and all types of assessments or other charges made by the Association or Declarant, as applicable, in accordance with the provisions of this Declaration, ~~together with~~

BK26757PG04U1

interest at the rate of eighteen (18%) percent per annum, or at any other rate which may from time to time be established by the Board, provided that the rate never exceeds the highest rate allowed by law, any administrative late fee imposed by the Board, at the discretion of the Board, which may be in an amount not to exceed the highest amount allowable under the law, and costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be (i) a charge and continuing lien upon the Unit, Recreational Property or Commercial Property against which each such assessment or charge is made; and (ii) the personal obligation of the Owner of each such Unit, Recreational Member or Commercial Member assessed. When a Unit is located in a Rental Building, any lien which may be created under this Declaration shall attach to all portions of the Properties owned by the Owner of such Unit, notwithstanding anything provided herein to the contrary; additionally, such amounts due shall be the personal obligation of the Owner of each such Rental Building. Said lien shall be effective only from and relate back to the date of the recording in the Public Record of Broward County, Florida, of the Eighth Amendment to the Declaration after the time of the recordation. Prior to filing an action of foreclosure, the Association shall cause to be recorded in the Public Records of Broward County, Florida of a written acknowledged claim of lien by the Association or Declarant, as applicable, a claim of lien setting forth the amount due to the Association or Declarant, as applicable, as of the date the claim of lien is signed. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. Upon full payment of all sums secured by that lien, the person making payment shall be entitled to a satisfaction of the claim of lien in recordable form. The lien of the assessments or other charges and any late costs thereon provided for herein shall be subordinate to the lien of any first Mortgage of a Mortgagee now or hereafter placed upon the Unit, all portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property by a Mortgagee of record and the payment in full of all obligations owed to any such Mortgagee pursuant to its first Mortgage. When a Mortgagee holding a first mortgage of record obtains title to a Unit, portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property as a result of foreclosure of its Mortgage, or by deed in lieu of foreclosure of its Mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of assessments pertaining to such Unit, such portions of the Properties owned by the Owner of a Rental Building, Recreational Property or Commercial Property which became due prior to the acquisition of title as a result

BR 26 / 0 / 160400

AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR SILVERLAKES COMMUNITY

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

ARTICLE I
DEFINITIONS

Section 40. "Voting Member" shall mean and refer to the representative selected by the members of each Neighborhood to be responsible for casting all votes attributable to Units in the Neighborhood for election of directors, amending this Declaration or the By-Laws, and all other matters provided for in this Declaration and in the By-Laws. Provided, however, that in order to qualify to serve as a Voting Member, the individual must be a member in good standing within the Neighborhood from which he or she represents. For the purpose of this restriction, a "member in good standing" shall mean one which pays all regular and special assessments levied by the Neighborhood Association, if any; and the Association, and the individual shall have no active or pending violations of the SilverLakes Covenants and Rules. The Voting Member from each Neighborhood shall be the qualified senior elected officer (e.g., Neighborhood Committee chairman or Neighborhood Association president) from that Neighborhood; the alternate Voting Member shall be the next most senior qualified officer. Each Commercial Member and each Recreational Member shall be a Voting Member; provided that if any Commercial Property or Recreational Property is administered by a condominium association or other property owners association, then the president of such association, or the vice president in his absence, or in both of their absence, then such person as may be designated by such association shall be the Voting Member for such Commercial Property or Recreational Property.

THIS INSTRUMENT PREPARED BY:
Robert Kaye & Associates, P.A.
6261 N.W. 6th Way, Suite 103
Ft. Lauderdale, Florida 33309

CERTIFICATE OF RECORDING OF THE NEW COLOR
STANDARDS OF SILVERLAKES COMMUNITY

WHEREAS, the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (herein the "Declaration"); and

WHEREAS, the SilverLakes Community Association, Inc. is the Association as set forth in the said Declaration responsible for the operation of the Silver Lakes residential community; and

WHEREAS, the Declaration authorizes the Board of Directors to adopt Community-wide standards governing the appearance of homes within Silver Lakes; and

WHEREAS, at a meeting of the Board held on March 8, 2004, the Board adopted a new Standard Color Chart for acceptable colors of homes within the Community; and

WHEREAS, the Board of Directors of the said Association desires to have the attached Color Chart adopted at that meeting recorded in the Public Records to replace previously adopted and recorded standards.

NOW THEREFORE, the undersigned hereby certify that the Silver Lakes Color Chart attached hereto is a true and correct copy of same as of this date.

WITNESS our signatures hereto this 15 day of MARCH, 2004, at Pembroke Pines, Broward County, Florida.

SILVERLAKES COMMUNITY
ASSOCIATION, INC.

By: [Signature]
Adolph Giunta, President

Attest: [Signature]
Steven Goldman, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of MARCH, 2004 by Adolph Giunta, and Steven Goldman as President and Secretary of SilverLakes Community Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]
print THOMAS R. EVANS JR
State of Florida at Large
My Commission Expires:



Thomas R. Evans, Jr.
My Commission DD160562
Expires September 21, 2006

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

Pines Property Management Silver Lakes Color Schemes Index

Champagne Roof Color Schemes for roof tiles: Beige & Peach, Peaches & Cream, Morocco, and Aurora.

Scheme #	Body Color	Fascia Color	Bands/Doors
Champagne-1	6057 Malted Milk	6058 Likeable Sand	6056 Polite White
Champagne-2	6057 Malted Milk	6056 Polite White	6055 Polite White
Champagne-3	6084 Modest White	6064 Reticence	6064 Reticence
Champagne-4	6091 Reliable White	7006 Extra White	7006 Extra White
Champagne-5	6092 Lightweight Beige	6044 Doeskin	6044 Doeskin
Champagne-8	6085 Simplify Beige	6086 Sand Dune	6630 Posy
Champagne-7	6112 Biscuit	0007 Decorous Amber	6113 Interact. Cream
Champagne-8	6112 Biscuit	6337 Spun Sugar	6113 Interact. Cream
Champagne-9	6044 Doeskin	6044 Doeskin	6084 Modest White
Champagne-10	6112 Biscuit	6338 Warming Peach	6338 Warm. Peach
Champagne-11	6051 Sashay Sand	6042 Hush White	6042 Hush White
Champagne-12	6042 Hush White	6051 Sashay Sand	6051 Sashay Sand
Champagne-13	6329 Faint Coral	7003 Toque White	7003 Toque White.
Champagne-14	6330 Quaint Peach	6329 Faint Coral	6329 Faint Coral
Champagne-15	6336 Nearly Peach	7004 Snowbound	6352 Soft Apricot
Champagne-16	6336 Nearly Peach	6338 Warming Peach	6337 Spun Sugar
Champagne-17	6337 Spun Sugar	6336 Nearly Peach	6336 Nearly Peach
Champagne-18	6337 Spun Sugar	6338 Warming Peach	6336 Nearly Peach
Champagne-19	6630 Posy	6631 Naive Peach	6058 Likeable Sand
Champagne-20	6338 Warming Peach	7002 Downy	7002 Downy
Champagne-21	6343 Alluring White	0079 Pinky Beige	7006 Extra White
Champagne-22	6350 Intricate Ivory	7012 Creamy	6351 Sweet Orange
Champagne-23	6351 Sweet Orange	7012 Creamy	6350 Intricate Ivory
Champagne-24	6351 Sweet Orange	6350 Intricate Ivory	6350 Intricate Ivory
Champagne-25	6358 Creamery	7006 Extra White	7006 Extra White
Champagne-28	6364 Eggwhite	6113 Interactive Cream	6113 Interact. Cream
Champagne-27	6364 Eggwhite	6112 Biscuit	6112 Biscuit
Champagne-28	6364 Eggwhite	6339 Persimmon	6365 Cachet Cream
Champagne-29	6364 Eggwhite	7006 Extra White	7006 Extra White
Champagne-30	6365 Cachet Cream	7012 Creamy	7012 Creamy
Champagne-31	6630 Posy	6364 Eggwhite	6364 Eggwhite
Champagne-32	6378 Crisp Linen	7006 Extra White	7006 Extra White
Champagne-33	6378 Crisp Linen	6364 Eggwhite	6365 Cachet Cream
Champagne-34	7003 Toque White	6358 Creamery	6358 Creamery
Champagne-35	7003 Toque White	6329 Faint Coral	6329 Faint Coral
Champagne-36	7010 White Duck	6351 Sweet Orange	6351 Sweet Orange
Champagne-37	7035 Aesthetic White	6141 Softer Tan	6631 Naive Peach
Champagne-38	6119 Antique White	6631 Naive Peach	6630 Posy

CCNT color schemes for roof colors: Carlsbed, Coconut, Nutmeg, and Tumbleweed.

Scheme #	Body Color	Fascia Color	Bands/Doors
CCNT-1	6058 Likeable Sand	6056 Polite White	6056 Polite White
CCNT-2	6064 Reticence	6065 Bona Fide Beige	6063 Nice White
CCNT-3	6064 Reticence	6063 Nice White	6063 Nice White
CCNT-4	6065 Bonafide Beige	6063 Nice White	6064 Reticence
CCNT-5	6084 Modest White	7006 Extra White	7006 Extra White
CCNT-6	6084 Modest White	6064 Reticence	6064 Reticence
CCNT-7	6085 Simplify Beige	6045 Emerging Taupe	6058 Likeable Sand
CCNT-8	6092 Lightweight Beige	6044 Dooskin	6044 Dooskin
CCNT-9	6098 Pacer White	6099 Sand Dollar	6099 Sand Dollar
CCNT-10	6099 Sand Dollar	6100 Practical Beige	6100 Practical Beige
CCNT-11	6100 Practical Beige	6098 Pacer White	6098 Pacer White
CCNT-12	6106 Killim Beige	6141 Softer Tan	6119 Antique White
CCNT-13	6106 Killim Beige	6107 Nomadic Desert	6105 Divine White
CCNT-14	6112 Biscuit	6113 Interactive Cream	6113 Interact. Cream
CCNT-15	6112 Biscuit	6114 Bagel	6114 Bagel
CCNT-16	6113 Interactive Cream	6114 Bagel	6113 Inter. Cream
CCNT-17	6091 Reliable White	0079 Pinky Beige	0079 Pinky Beige
CCNT-18	6140 Moderate White	6141 Softer Tan	8142 Macademia
CCNT-19	6141 Softer Tan	6140 Moderate White	6142 Macademia
CCNT-20	7003 Toque White	6358 Creamery	6358 Creamery
CCNT-21	6343 Alluring White	0079 Pinky Beige	7006 Extra White
CCNT-22	6350 Intricate Ivory	6045 Emerging Taupe	6045 Emerg. Taupe
CCNT-23	6350 Intricate Ivory	6351 Sweet Orange	7006 Extra White
CCNT-24	7002 Downy	6352 Soft Apricot	6351 Sweet Orange
CCNT-25	6350 Intricate Ivory	6350 Intricate Ivory	6352 Soft Apricot
CCNT-26	6357 Choice Cream	7002 Downy	7002 Downy
CCNT-27	6357 Choice Cream	6359 Sociable	6359 Sociable
CCNT-28	6358 Creamery	6357 Choice Cream	6357 Choice Cream
CCNT-29	6358 Creamery	6359 Sociable	6357 Choice Cream

Berry Smoke roof tiles

Scheme #	Body Color	Fascia Color	Bands/Doors
Berry Smoke-1	6001 Grayish	6000 Snowfall	6000 Snowfall
Berry Smoke-2	6022 Breathless	6021 Dreamy White	6021 Dreamy White
Berry Smoke-3	6022 Breathless	6023 Insightful Rose	6021 Dreamy White
Berry Smoke-4	6036 Angora	6037 Temperate Taupe	7000 Ibis White
Berry Smoke-5	6036 Angora	6035 Gauzy White	6035 Gauzy White
Berry Smoke-6	6049 Gorgeous White	6051 Sashay Sand	6050 Abalone Shell
Berry Smoke-7	6050 Abalone Shell	7006 Extra White	7006 Extra White
Berry Smoke-8	6014 Quartz White	6022 Breathless	6022 Breathless
Berry Smoke-9	6050 Abalone Shell	6051 Sashay Sand	6051 Sashay Sand
Berry Smoke-10	6051 Sashay Sand	6050 Abalone Shell	6050 Abalone Shell
Berry Smoke-11	6063 Nice White	6023 Insightful Rose	6023 Insightful Rose
Berry Smoke-12	6301 Patient White	6302 Innocence	6302 Innocence
Berry Smoke-13	6301 Patient White	6303 Rose Colored	6302 Innocence
Berry Smoke-14	6301 Patient White	6295 Demure	6295 Demure
Berry Smoke-15	6302 Innocence	6056 Polite White	6056 Polite White
Berry Smoke-16	6302 Innocence	6303 Rose Colored	6303 Rose Colored
Berry Smoke-17	6302 Innocence	6301 Patient White	6301 Patient White
Berry Smoke-18	6303 Rose Colored	6301 Patient White	6302 Innocence
Berry Smoke-19	6303 Rose Colored	6301 Patient White	6301 Patient White
Berry Smoke-20	6303 Rose Colored	6022 Breathless	6014 Quartz White
Berry Smoke-21	7000 Ibis White	6050 Abalone Shell	6050 Abalone Shell
Berry Smoke-22	7006 Extra White	6051 Sashay Sand	6051 Sashay Sand
Berry Smoke-23	7006 Extra White	7021 Simple White	7021 Simple White
Berry Smoke-24	7022 Alpaca	7065 Argos	7064 Passive
Berry Smoke-25	7063 Nebulous White	7065 Argos	7063 Nebulous White
Berry Smoke-26	7064 Passive	7063 Nebulous White	7063 Nebulous White

Terracotta color schemes for roof tiles: Coronado, Newport Orange & Gold, Papaya, Tuscany, Tequila

Scheme #	Body Color	Fascia Color	Bands/Doors
Terracotta-1	6106 Killim Beige	6105 Divine White	6105 Divine White
Terracotta-2	6105 Divine White	6106 Killim Beige	6106 Killim Beige
Terracotta-3	6112 Biscuit	0007 Decorous Amber	6113 Inter. Cream
Terracotta-4	6112 Biscuit	6114 Bagel	6113 Inter. Cream
Terracotta-5	6113 Interactive Cream	6112 Biscuit	6112 Biscuit
Terracotta-6	6119 Antique White	6121 Whole Wheat	6120 Believable Buff
Terracotta-7	6120 Believable Buff	6119 Antique White	6119 Antique White
Terracotta-8	6147 Panda White	6113@75% Inter. Cream	6113@75% Inter. Cr.
Terracotta-9	6343 Alluring White	6345 Sumptuous Peach	6345 Sumpt. Peach
Terracotta-10	6345 Sumptuous Peach	6343 Alluring White	6343 Alluring White
Terracotta-11	6357 Choice Cream	7002 Downy	7002 Downy
Terracotta-12	6358 Creamery	6356 Copper Mountain	6352 Soft Apricot
Terracotta-13	6358 Creamery	6357 Choice Cream	6357 Choice Cream
Terracotta-14	6357 Choice Cream	6359 Sociable	6359 Sociable
Terracotta-15	6351 Sweet Orange	6352 Soft Apricot	6350 Intricate Ivory
Terracotta-16	6357 Choice Cream	6357 Choice Cream	6359 Sociable
Terracotta-17	6357 Choice Cream	6358 Creamery	6359 Sociable
Terracotta-18	6364 Eggwhite	6358 Creamery	6359 Sociable
Terracotta-19	6365 Cachet Cream	6366 Ambitious Amber	6366 Ambit. Amber
Terracotta-20	6385 Cachet Cream	6364 Eggwhite	6364 Eggwhite
Terracotta-21	7004 Snowbound	6366 Ambitious Amber	6364 Eggwhite
Terracotta-22	6365 Cachet Cream	7004 Snowbound	6366 Ambit. Amber
Terracotta-23	6365 Cachet Cream	6365 Cachet Cream	6366 Ambit. Amber
Terracotta-24	6364 Eggwhite	6364 Eggwhite	6366 Ambit. Amber
Terracotta-25	6372 Inviting Ivory	6371 Vanillin	6371 Vanillin
Terracotta-26	6372 Inviting Ivory	6371 Vanillin	6372 Inviting Ivory
Terracotta-27	6378 Crisp Linen	6352 Soft Apricot	6365 Cachet Cream
Terracotta-28	6379 Jersey Cream	7004 Snowbound	7004 Snowbound
Terracotta-29	6379 Jersey Cream	6378 Crisp Linen	6378 Crisp Linen
Terracotta-30	6385 Dover White	6380 Humble Gold	6380 Humble Gold
Terracotta-31	6637 Organza	2854 Caribbean Coral	6336 Nearly Peach
Terracotta-32	6644 Champagne	6638 Flattering Peach	6638 Flatter. Peach
Terracotta-33	7012 Creamy	6337 Spun Sugar	6337 Spun Sugar
		6343 Alluring White	6343 Alluring White

Platinum roof tiles

Scheme #	Body Color	Fascla Color	Bands/Doors
Platinum-1	6182 Ethereal White	6184 Austere Gray	6183 Conserv. Gray
Platinum-2	6183 Conservative Gray	6182 Ethereal White	6184 Austere Gray
Platinum-3	6183 Conservative Gray	6184 Austere Gray	6182 Ethereal White
Platinum-4	7064 Passive	6073 Perfect Greige	6021 Dreamy White
Platinum-5	7015 Repose Gray	7015 Repose Gray	7012 Creamy
Platinum-6	6231 Rock Candy	6232 Misty	6232 Misty
Platinum-7	6232 Misty	6231 Rock Candy	6231 Rock Candy
Platinum-8	6232 Misty	6233 Samovar Silver	6233 Samovar Silver
Platinum-9	6233 Samovar Silver	6232 Misty	6232 Misty
Platinum-10	6233 Samovar Silver	6231 Rock Candy	6231 Rock Candy
Platinum-11	6245 Quicksilver	8246 North Star	6246 North Star
Platinum-12	6245 Quicksilver	6247 Krypton	6246 North Star
Platinum-13	6246 North Star	6245 Quicksilver	6245 Quicksilver
Platinum-14	7006 Extra White	7042 Shoji White	7042 Shoji White
Platinum-15	7014 Elder White	7064 Passive	7015 Repose Gray
Platinum-16	7022 Alpaca	7006 Extra White	7006 Extra White
Platinum-17	7006 Extra White	7006 Extra White	6084 Modest White
Platinum-18	7042 Shoji White	7066 Gray Matters	7066 Gray Matters
Platinum-19	7042 Shoji White	7006 Extra White	7006 Extra White
Platinum-20	7042 Shoji White	7065 Argos	7066 Gray Matters
Platinum-21	6000 Snowfall	6000 Snowfall	6001 Grayish
Platinum-22	6000 Snowfall	6021 Dreamy White	6021 Dreamy White
Platinum-23	7003 Toque White	7003 Toque White	6329 Faint Coral
Platinum-24	7003 Toque White	6329 Faint Coral	6329 Faint Coral
Platinum-25	7004 Snowbound	6073 Perfect Greige	6071 Popular Gray
Platinum-26	7004 Snowbound	6343 Alluring White	6343 Alluring White
Platinum-27	7006 Extra White	7006 Extra White	6364 Eggwhite
Platinum-28	7006 Extra White	7006 Extra White	6378 Crisp Linen

Sable Brown and Rose roof tiles

Scheme #	Body Color	Fascia Color	Bands/Doors
SB&R-1	6042 Hush White	6044 Doeskin	6043 Unfussy Beige
SB&R-2	6043 Unfussy Beige	6042 Hush White	6042 Hush White
SB&R-3	6044 Doeskin	6042 Hush White	6043 Unfussy Beige
SB&R-4	6049 Gorgeous White	6050 Abalone Shell	6050 Abalone Shell
SB&R-5	6049 Gorgeous White	6051 Sashay Sand	6050 Abalone Shell
SB&R-6	6050 Abalone Shell	6049 Gorgeous White	6049 Gorgeous White
SB&R-7	6050 Abalone Shell	6051 Sashay Sand	6051 Sashay Sand
SB&R-8	6329 Faint Coral	6049 Gorgeous White	6049 Gorgeous White
SB&R-9	6051 Sashay Sand	6051 Sashay Sand	6049 Gorgeous White
SB&R-10	6056 Polite White	6049 Gorgeous White	6057 Malted Milk
SB&R-11	6056 Polite White	6057 Malted Milk	6057 Malted Milk
SB&R-12	6056 Polite White	6058 Likeable Sand	6057 Malted Milk
SB&R-13	6057 Malted Milk	6056 Polite White	6056 Polite White
SB&R-14	6058 Likeable Sand	6057 Malted Milk	6056 Polite White
SB&R-15	6056 Polite White	6056 Polite White	6058 Likeable Sand
SB&R-16	6063 Nice White	6023 Insightful Rose	6022 Breathless
SB&R-17	6084 Modest White	6064 Reticence	6064 Reticence
SB&R-18	6085 Simplify Beige	6045 Emerging Taupe	6058 Likeable Sand
SB&R-19	6085 Simplify Beige	6084 Modest White	6086 Sand Dune
SB&R-20	6084 Modest White	6085 Simplify Beige	6088 Sand Dune
SB&R-21	6091 Reliable White	6092 Lightweight Beige	6092 Lightwgt. Beige
SB&R-22	6092 Lightweight Beige	6044 Doeskin	6044 Doeskin
SB&R-23	6092 Lightweight Beige	6091 Reliable White	6091 Reliable White
SB&R-24	6091 Reliable White	6093 Familiar Beige	6093 Familiar Beige
SB&R-25	6112 Biscuit	6093 Familiar Beige	6093 Familiar Beige
SB&R-26	6630 Posy	6091 Reliable White	6113 Interact. Cream
SB&R-27	6021 Dreamy White	6113 Interactive Cream	0079 Pinky Beige
SB&R-28	6021 Dreamy White	0079 Pinky Beige	6330 Quaint Peche
SB&R-29	6021 Dreamy White	6330 Quaint Peche	6023 Insightful Rose
SB&R-30	6322 Intimate White	6023 Insightful Rose	6301 Patient White
SB&R-31	6014 Quartz White	7003 Toque White	6023 Insightful Rose
SB&R-32	7005 Pure White	6022 Breathless	7003 Toque White
SB&R-33	6301 Patient White	6023 Insightful Rose	6022 Breathless
SB&R-34	6322 Intimate White	6295 Demure	6014 Quartz White
SB&R-35	6323 Romance	6323 Romance	6295 Demure
SB&R-36	6338 Nearly Peach	6322 Intimate White	6323 Romance
SB&R-37	6337 Spun Sugar	6337 Spun Sugar	6322 Intimate White
SB&R-38	6350 Intricate Ivory	6336 Nearly Peach	6337 Spun Sugar
SB&R-39	7000 Ibis White	6045 Emerging Taupe	6336 Nearly Peach
	7012 Creamy	6022 Breathless	6045 Emerging Taupe
		6050 Abalone Shell	6014 Quartz White
			6050 Abalone Shell

FP&G color schemes for roof tiles Flamingo Pink and Guava

Scheme #	Body Color	Fascia Color	Bands/Doors
FP&G-1	6021 Dreamy White	6022 Breathless	6022 Breathless
FP&G-2	6022 Breathless	6023 Insightful Rose	6021 Dreamy White
FP&G-3	6049 Gorgeous White	7006 Extra White	7006 Extra White
FP&G-4	6050 Abalone Shell	7006 Extra White	7006 Extra White
FP&G-5	6051 Sashay Sand	6049 Gorgeous White	6049 Gorgeous White
FP&G-6	6056 Polite White	6302 Innocence	6302 Innocence
FP&G-7	6063 Nice White	6023 Insightful Rose	6022 Breathless
FP&G-8	6301 Patient White	6302 Innocence	6303 Rose Colored
FP&G-9	6302 Innocence	6056 Polite White	6056 Polite White
FP&G-10	6302 Innocence	6304 Pressed Flower	6303 Rose Colored
FP&G-11	6301 Patient White	6304 Pressed Flower	6303 Rose Colored
FP&G-12	7000 Ibis White	6022 Breathless	6014 Quartz White
FP&G-13	7012 Creamy	6050 Abalone Shell	6050 Abalone Shell
FP&G-14	6301 Patient White	6302 Innocence	6302 Innocence
FP&G-15	6301 Patient White	6303 Rose Colored	6302 Innocence
FP&G-16	6301 Patient White	6302 Innocence	6302 Innocence
FP&G-17	6302 Innocence	6056 Polite White	6056 Polite White
FP&G-18	6302 Innocence	6303 Rose Colored	6303 Rose Colored
FP&G-19	6302 Innocence	6301 Patient White	6301 Patient White
FP&G-20	6303 Rose Colored	6301 Patient White	6302 Innocence
FP&G-21	7006 Extra White	6050 Abalone Shell	6050 Abalone Shell
FP&G-22	7006 Extra White	6051 Sashay Sand	6051 Sashay Sand
FP&G-23	6303 Rose Colored	6301 Patient White	6301 Patient White

Kiwi roof tiles

Scheme #

Kiwi-1
Kiwi-2
Kiwi-3
Kiwi-4
Kiwi-5
Kiwi-6
Kiwi-7
Kiwi-8
Kiwi-9
Kiwi-10
Kiwi-11
Kiwi-12
Kiwi-13
Kiwi-14

Body Color

6182 Ethereal White
6183 Conservative Gray
6183 Conservative Gray
7006 Extra White
6182 Ethereal White
7004 Snowbound
7014 Eider White
7022 Alpaca
7042 Shoji White
6000 Snowfall
7006 Extra White
7006 Extra White
6378 Crisp Linen
7003 Toque White

Fascla Color

6184 Austere Gray
6182 Ethereal White
6184 Austere Gray
7042 Shoji White
6182 Ethereal White
6073 Perfect Graige
7064 Passive
7006 Extra White
7006 Extra White
6000 Snowfall
7006 Extra White
7006 Extra White
7006 Extra White
7006 Extra White
7003 Toque White

Bands/Doors

6183 Conserv. Gray
6184 Austere Gray
6182 Ethereal White
7042 Shoji White
6183 Conserv. Gray
6071 Popular Gray
7015 Repose Gray
7006 Extra White
7006 Extra White
7006 Extra White
6001 Grayish
6364 Eggwhite
6084 Modest White
7006 Extra White
6329 Faint Coral

White roof tiles

Scheme #	Body Color	Facade Color	Bands/Doors
White-1	6057 Malted Milk	7005 Pure White	7005 Pure White
White-2	6378 Crisp Linen	7007 Ceiling Bright White	7007 Ceil. Bright Wh.
White-3	6064 Reticence	7005 Pure White	7005 Pure White
White-4	6112 Biscuit	7005 Pure White	7005 Pure White
White-5	6329 Faint Coral	7005 Pure White	7005 Pure White
White-6	6336 Nearly Peach	7005 Pure White	7005 Pure White
White-7	6337 Spun Sugar	7006 Extra White	7006 Extra White
White-8	6350 Intricate Ivory	7005 Pure White	7005 Pure White
White-9	6364 Eggwhite	7077 Original White	7077 Original White
White-10	6141 Softer Tan	7006 Extra White	7006 Extra White
White-11	6357 Choice Cream	7005 Pure White	7005 Pure White
White-12	6001 Grayish	7005 Pure White	7005 Pure White
White-13	6022 Breathless	7000 Ibis White	7000 Ibis White
White-14	6301 Patient White	7007 Ceiling Bright White	7000 Ceil. Bright Wht.
White-15	6302 Innocence	7000 Ibis White	7000 Ibis White
White-16	7064 Passive	7005 Pure White	7005 Pure White
White-17	6365 Cachet Cream	7006 Extra White	7006 Extra White
White-18	6042 Hush White	7005 Pure White	7005 Pure White
White-19	6323 Romance	7005 Pure White	7005 Pure White
White-20	6637 Organza	7006 Extra White	7006 Extra White
White-21	6330 Quaint Peche	7005 Pure White	7005 Pure White
White-22	6058 Likeable Sand	7006 Extra White	7006 Extra White
White-23	6050 Abalone Shell	7006 Extra White	7006 Extra White
White-24	6184 Austere Gray	7006 Extra White	7006 Extra White
White-25	6371 Vanilla	7005 Pure White	7005 Pure White
White-28	6295 Demure	7006 Extra White	7006 Extra White

Prepared by:
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6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL 33309

AMENDMENTS TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SILVERLAKES AND THE BY-LAWS FOR
SILVERLAKES COMMUNITY ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Protective Covenants, Conditions, Easements and Restrictions and By Laws, an exhibit to the Declaration, as described in Official Records Book 17369 at Page 0245 of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of JULY, 2004, at Pembroke Pines, Broward County, Florida.

By: Adolph A. Giunta
Print: ADOLPH A. GIUNTA
Attest: Steven J. Goldman
Print: STEVEN J. GOLDMAN

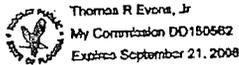
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of JULY 2004, by Al Giunta as President and Steve Goldman, as Secretary of SilverLakes Community Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign Thomas R. Evans Jr
print THOMAS R. EVANS JR
State of Florida at Large

My Commission Expires:



AMENDMENTS TO THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND CONDITIONS FOR
SILVERLAKES COMMUNITY

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

ARTICLE XII
USE RESTRICTIONS

Section 2. Restrictions for Other than the Commercial Property and the Recreational Property. The following restrictions shall apply to all portions of the Properties other than Commercial Property and the Recreational Property. Notwithstanding anything provided in this Declaration, the use of the term "Properties" in this Section 2 shall be deemed not to include Commercial Property, the Recreational Property, or any of the Properties owned by the Declarant.

(a) Occupancy of Units. No Units shall be occupied by more than a single family. Units owned by corporations, partnerships, trusts or some other form of multiple ownership shall designate one (1) person and his or her family to occupy the Unit prior to, or at the time of, conveyance of the Unit to the multiple ownership entity. The designation of such occupants may be changed only with the prior notice to the Board of Directors. ~~For purposes of this Section, the term "family" shall mean (i) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or (ii) two single unrelated persons and persons related to them in the degrees of kinship described in subsection (i) above.~~

(b) Signs. No sign, billboard or advertisement of any kind, including without limitation, those of realtors, politicians, contractors and subcontractors, shall be erected within the Properties, including the common areas and private Lots, including Unit windows, without the written consent of the NCC or the Board of Directors, ~~except signs used or erected by Declarant, entry and directional signs installed by the Declarant, and signs required for legal proceedings. The NCC and the Board shall not grant permission to erect signs on any Unit after such Unit is sold by a builder unless their erection is reasonably necessary to avert serious hardship to the Owner of such Unit. If permission is granted to any Person to erect a sign within the Properties, the Board reserves the right to restrict the size,~~

color, lettering and placement of such sign. The Board of Directors or Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Notwithstanding the above, no signs, including, without limitation, "open house" signs, flags, banners, or similar items advertising or providing directional information with respect to activities being conducted outside the Properties shall be permitted within the Properties or Common Area or attached to any object therein. No signs shall be nailed or otherwise attached to trees.

(c) Parking and Vehicular Restrictions.

(i) Parking. Parking in the Properties shall be restricted to private automobiles, private pick up trucks and passenger-type vans. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the designated spaces or areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations adopted by the Board of Directors, or a Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times. No parking on the main collector roads shall be permitted.

(ii) Vehicular Restrictions. Commercial vehicles, whether or not fully covered, vehicles with commercial lettering on their exteriors, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, motorhomes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, motorcycles, mopeds, horse trailers, golf carts, boats and other watercraft, and boat trailers shall be parked only in enclosed garages with the garage door kept closed (except for entering or exiting the garage) or areas designated elsewhere in this paragraph Declaration, or areas, if any, designated by the Board or by the Neighborhood Association, if any, having jurisdiction over parking areas within a particular Neighborhood. No Owner shall keep any vehicle on the General Common Areas or Exclusive Common Areas except for those areas designated by the Board for parking. For purposes of this section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. Notwithstanding the foregoing, construction vehicles and service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary for construction purposes

or to provide service or to make a delivery to a Unit or the General Common Areas or Exclusive Common Areas. No mopeds, or gopeds, ATV's, go-carts and unlicensed gasoline or other type of powered vehicles of any kind golf-carts may be operated on the General Common Areas or Exclusive Common Areas except that golf-carts owned and rented by Recreational Members may cross the General Common Areas or the Exclusive Common Areas at designated golf cart crossings. No on-street parking or parking on lawns or landscaped areas shall be permitted, provided that on-street parking shall be permitted from 6:00 a.m. until 12 midnight, subject to any city ordinances to the contrary. On street parking shall be governed and enforced by the City. ✨

(iii) Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board may be towed by the Association at the sole expense of the owner of such vehicle ~~if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle.~~ The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean boats, campers, mobile homes, motor homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

(d) Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owner shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of such Owner's Unit to comply with the Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the General Common Areas or Exclusive Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

(e) Animals and Pets.

(i) No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats or other usual and common domesticated household pets not to exceed a

total of ~~two (2)~~ three (3) or such other lesser limit as may be imposed by the City may be permitted in a Unit, subject to the provisions of subparagraph (ii) below. This limitation does not apply to fish. However, those pets which are permitted to roam free or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties, Commercial Property or Recreational Property shall be removed upon request of the Board; if the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Pets shall at all times whenever they are outside a Unit be carried or confined on a leash held by a responsible person. Pets shall only be permitted on the General Common Areas or Exclusive Common Areas if such portions thereof are so designated by the Association or Neighborhood Association, as applicable. All persons bringing a pet onto the General Common Areas or Exclusive Common Areas shall be responsible for immediately removing any solid waste of such pet.

(ii) Notwithstanding anything provided in subparagraph (i) above, no pit bull dogs shall be raised, bred or kept on any portion of the Properties. The term "pit bull dog" as used within this subparagraph shall refer to any dog which exhibits those distinguishing characteristics which: (A) substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers, and American Bull Dogs; or (B) substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers.

(f) Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

No hazardous or toxic substances, chemicals, pesticides, fertilizers or any other matter shall be dumped on any portion of the Properties or into any lake or canal which is within or abuts the Properties or surface water management system of the Properties. Fertilizers and pesticides shall be used on Units only in a reasonable manner and only for the purpose for which such products are intended. Owners shall take strict precautions to prevent fertilizers and pesticides from entering any lake or canal which is within or abuts the Properties or surface water management system of the Properties. Owners shall only use herbicides, pesticides and fertilizers which are approved by the Association South Florida Water Management District and/or the South Broward Drainage District and which are not prohibited by the Order, where applicable.

(g) Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his Unit. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties except in containers located in appropriate areas which cannot be seen from the street or other homes, if any, and no odor shall be permitted to arise from any such containers so as to render the Properties or any portion thereof unsanitary, unsightly or offensive to any other property in the vicinity thereof or to its occupants. All trash containers must be put out for pick up either on the night before or the morning of pick up, and no earlier. All empty trash containers must be retrieved by the Owner on the same day as pick up. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or trash shall be kept, stored or allowed to accumulate on any portion of the Properties, unless screened so as to be concealed from view of neighboring Units and the streets within the Properties. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

(h) Outside Installations. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus. No radio station or short wave operations of any kind shall operate from any of the Properties, except for communication

equipment used by Declarant or the Association. Nothing herein shall be construed as permitting such outside installations if they are otherwise prohibited by local law.

(i) Basketball Equipment, Clotheslines Garbage Cans, Tanks, Etc. All garbage cans, mechanical equipment, and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. No above-ground, storage tanks shall be permitted, except for the purposes specified in subparagraph (bb) below. Basketball hoops and backboards shall be permitted on a Unit if approved by the NCC or MC, as applicable, prior to installation. Portable and in-ground installed basketball hoops will only be permitted if such are kept within the five foot setback area from the sidewalk toward the house. All rubbish, trash and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon. Clotheslines shall be permitted provided that they are either screened from view in a manner first approved in accordance with Article XI hereof or are situated on a Unit so that they cannot be seen from any other Unit. The hanging of laundry, clothing, rugs, or any other articles on any railing, fence, hedge, or wall shall be prohibited.

(j) Subdivision of Unit and Time Sharing. Except for Units owned by Declarant, no Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in ownership of any Unit, but solely for the purpose of increasing the size of the adjacent Units. In the event of a division in ownership of any Unit, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Unit for purposes of voting and shall be jointly and severally liable for all assessments against the Unit hereunder. Declarant, however, hereby expressly reserves the right, with the approval of no other Person being required, to replat any Unit or Units owned by Declarant or to combine or divide any Unit or Units owned by Declarant. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Except for Units owned by Declarant, no Unit shall be made subject to any type of timesharing, fraction sharing, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule. *[Reserved for future use]*

(k) Pools. No above-ground pools shall be erected, constructed or installed on any Unit. All exterior in-ground pools and above-ground and in-ground spas

and jacuzzis must be approved in accordance with Article XI of this Declaration. Any in-ground pool to be constructed on any Unit shall be subject to the requirements of the NEMC which shall include, without limitation: (i) composition to be of material thoroughly tested and accepted by the industry for such construction; (ii) all screening material shall be of a color in harmony with the exterior of the Unit; and (iii) no raw aluminum color screen will be permitted.

(l) Irrigation ~~No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, Wetlands, canals or other ground or surface waters within the Properties or adjoining or abutting the Properties shall be installed, constructed or operated within the Properties by any Person, other than the Association, or to be used by any group of Units, unless permitted by the Order and unless prior written approval has been received from the NCC or MC, as applicable. If permitted by the Order and approved by the NCC or MC, as applicable, withdrawal of water from lakes shall be permitted only if done by means of unexposed underground pipes. All sprinkler and irrigation systems shall be subject to approval in accordance with applicable governmental requirements, including those of the District, and Article XI of this Declaration. All irrigation systems shall be designed to be low volume systems for the purpose of water conservation. Except for Declarant, no private irrigation wells shall be permitted on the Properties, unless prior written approval has been received from the NCC. Provided, however, this Section shall not apply to Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property in accordance with Article VIII, Section I.~~

(m) Tents, Trailers and Temporary Structures. ~~Except as may be permitted by Declarant or the NCC during initial construction of improvements within the Properties, nNo tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties without the approval of the Association or the MC. Temporary on site storage unit and/or construction dumpster may be permissible if approved by the MC prior to installation with a use term of thirty (30) days or less.~~

(n) Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Lake erosion control can only follow the natural slope of the land in the L.M.E. to a maximum height of the high water line. No vertical structures will be permitted. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow, provided that any alterations that affect the surface water management

system must first be approved by the SFWMD and, when applicable, the South Broward Drainage District. Septic tanks and drain fields are prohibited on the Properties. Declarant or the Association may require any Unit Owner or Neighborhood to treat any irrigation water which causes unsightly or unsanitary conditions.

(o) Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, such as root intrusion into a unit, unless approved in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one(1) or more trees of such size and number, and in such locations, as MC such committee may determine in its sole discretion.

(p) Sight Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(q) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law.

(r) Air Conditioners. ~~Except as may be permitted by the NCC or MC, n~~No window or wall-mounted air conditioning units may be installed in or on any Unit.

(s) Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

(t) Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and any similar items must be incorporated within landscaped area and approved in accordance with Article XI of this Declaration; provided, however, that nothing herein shall prohibit the appropriate display of the American flag.

(u) Energy Conservation Equipment. Solar energy collector panels or attendant hardware or energy conservation equipment shall be permitted provided they are constructed or installed as a harmonious part of the architectural design of a structure, and such panels, hardware or equipment are first approved by the

appropriate committee pursuant to Article XI of this Declaration.

(v) Lakes and Wetlands. All lakes, ponds, islands and canals within or adjacent to the Properties shall be subject to rules of use promulgated by the Board of Directors. ANY PERSONS WHO SWIM IN OR USE ANY LAKES, PONDS OR CANALS, OR USE ANY ISLAND LOCATED IN ANY LAKE OR WETLAND, SHALL DO SO AT THEIR OWN RISK AND SHALL HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY CLAIM OF LOSS ARISING THEREFROM. No use of the Wetlands shall be permitted, except as otherwise permitted by the Order or as specifically permitted elsewhere in this Declaration. Notwithstanding anything herein, boats with non-combustion engines, sailboats, canoes and rowboats shall be permitted on any lake if such vessel is eighteen(18') feet in length or shorter. Any such watercraft may be stored by an Owner on that portion of his Unit abutting a lakefront, or may be docked at such Owner's dock, if such dock is approved in accordance with the requirements of this Declaration. There is no obligation on the NCC, MC or any governmental authority to permit any dock to be constructed. The Board shall have the power to further define which portions of a Unit may be used for the storage of permitted watercraft. Nothing provided herein shall be construed as permitting an Owner to construct any dock or structure which is prohibited by this Declaration or the Order, or which is not approved by the NCC or MC and governmental authorities, as applicable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within or adjacent to the Properties. No docks, boat davits, piers, or other structures shall be constructed on or over any Wetlands or body of water within the Properties, except such as may be permitted by the Order and the South Broward Drainage District, and as approved by the NCC or MC, as applicable. Any lake or canal located within or adjacent to the Properties shall and is hereby declared to have a "no wake" zone as least one hundred (100) feet in width as measured parallel to the shoreline of all lakes.

(w) Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall not be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

(x) Fences; Roofs. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration. S-tile, barrel tile and flat cement tile are acceptable roofing materials. The MC has final determination on all roof changes.

(y) Driveways and Mailboxes. The style and design of all driveways and mailboxes located on the Properties must be approved by the NCC, if any, or

the MC in accordance with Article XI of this Declaration. All driveways and mailboxes shall be maintained in the style originally established by or approved by Declarant Association. With respect to driveways, culverts installed therein shall be of a type and quality approved by Declarant the MC.

(z) Garages. The Doors of all garages located on Units within the Properties shall be closed at all times except when the garage is being entered or exited.

(aa) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties and applicable city ordinances; (iii) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether; (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. ~~This Section shall not apply to ususal business activities connected with the operation of any Recreational Property and the amenities of any Recreational Property, nor shall it apply to Commercial Property, nor shall it apply to any activity conducted by Declarant or a builder or developer approved by Declarant with respect to its development and sale of the Properties or its use of any Units which Declarant or a builder or developer owns within the Properties, or to property designated by Declarant as sales or other office. As to this latter area, Declarant or any purchaser of such property shall have the right, subject to applicable governmental ordinances, to use same for office/professional business uses.~~

(bb) On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that on-site

underground aboveground storage of liquid petroleum or propane heating fuel, stored in a tank which is designed for the type of pool constructed on a Unit and which meets applicable governmental requirements, for swimming pool heaters shall be permitted, and up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn movers, barbecue gas grills and similar tools or equipment; provided, however, the Association shall be permitted to store fuel for operation of maintenance of its vehicles, generators and similar equipment, if any. Any aboveground storage of heating fuel must be placed in such a manner so as to be within a landscaped area to minimize visibility from other properties, subject to the requirements of the MC.

~~(cc) Golf Carts. No golf carts shall be operated within the Properties. If a golf course becomes operational on any portion of the Recreational Property, golf carts used in conjunction with golf course play and operation shall only be operated on the golf course and designated golf cart paths within the Properties. [Intentionally left blank]~~

(dd) Leasing of Units. Every Owner shall cause all occupants of such Owner's Unit to comply with this Declaration, the By-Laws and any rules promulgated by the Board, and shall be responsible for all violations and losses to the Areas of Common Responsibility caused by such occupants, not withstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any such violation. All leases of Units shall be automatically deemed to included a covenant on the part of the tenant to comply with, and be fully bound by, the provision of this Declaration, the By-Laws and any rules promulgated by the Board. This Section shall also apply to subleases of Units and assignments of leases.

(ee) Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

~~(ff) Golf Nuisance. No person shall, during a golf tournament on any Recreational Property, engage in any activity whatsoever which shall interfere with the players' performance during the golf tournament. Further, no obnoxious, unplesant, unsightly or offensive activity shall be carried on which shall interfere with the play of such golf tournament. Declarant shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity on the Properties during golf tournaments. Declarant shall provide all Owners so affected with reasonable prior written notice of such golf tournaments~~

~~and the dates the construction must be suspended, and such date shall be a reasonable duration. Declarant shall have no liability for any additional construction costs incurred by Owners or their contractors during such temporary suspension of construction. [Intentionally left blank]~~

(gg) Insurance Rates. Nothing shall be done or kept in the General Common Areas or Exclusive Common Areas which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in any Units or on the General Common Areas or Exclusive Common Areas which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

(hh) Play Equipment, Strollers, Etc. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to the Unit. No such items shall be allowed to remain on the General Common Areas, Exclusive Common Areas, or on Units so as to be visible from adjacent property when not in use. Swing set less than eight (8') feet in height shall be permitted so long as such swing set is located in the backyard portion of a Unit. Notwithstanding the above, the Board may, but shall not be obligated to, permit other types of swing sets and similar permanent playground equipment to be erected on Units provided it is approved in accordance with Article XI hereof.

(ii) Maintenance of Premises. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Unit, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Unit. No structure of any kind shall be constructed or maintained on the easement area described in Article XIII, Section 7 hereof, unless otherwise permitted by this Declaration. All landscaping shall comply with the Order, and no landscaping shall be permitted which breeds infectious plant diseases or noxious insects. The use of pesticides, herbicides and fertilizers shall be prohibited on any Wetlands or any of the General Common Areas or Exclusive Common Areas, the use of which may affect the Wetlands or preservation areas as contemplated by the Order. All lawns, landscaping and sprinkler systems and any property, structure, improvement and appurtenance shall be kept in a good, safe, clean, neat and attractive condition. Upon the failure to maintain the premises as aforesaid to the satisfaction of Declarant MC and upon the Association, Neighborhood Association or Owner's failure to make such correction within ~~thirty (30)~~ fifteen (15) days of giving of written notice by Declarant (which written notice does not have to be given by Declarant Association in the case of emergency, in which event, Declarant Association may without any prior notice,

directly remedy the problem), Declarant Association may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Association, Neighborhood Association or Owner, as the case may be, or Declarant Association may bring an action at law or in equity. Such entry by Declarant Association or its agents shall not be a trespass, and by acceptance of a deed for a Unit, such party has expressly given Declarant Association the continuing permission to do so which permission may not be revoked. Provided, however, for any Commercial Unit, in the event such property is vandalized and, in the sole discretion of the Board and/or its designee such vandalism requires immediate remedial measures, the Association may consider such an "emergency" situation hereunder, immediately enter the property and take the necessary corrective measures as set forth above. If any Owner, Association or Neighborhood Association fails to make payment within fifteen (15) days after request by Association Declarant, Declarant Association shall be entitled to collect and enforce the payment in accordance with the provisions of Article X hereof, ~~and all rights in favor of the Association shall be deemed to also be in favor of Declarant.~~ Each Owner undertakes or must designate a responsible Person to undertake the general maintenance responsibilities of the Unit, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Unit, safeguarding the Unit to prepare for hurricane or tropical storm watches and warnings, by, among other things, removing any unfixed items on balconies and lanais, and repairing the Unit in the event of any damage therefrom. An Owner designating a Person to perform such functions shall not relieve such Owner of any responsibility hereunder.

(jj) No Implied Waiver. The failure of Declarant or the Association to object to an Owner's or other Person's, including without limitation, a Neighborhood Association's, failure to comply with the covenants or restrictions contained herein, in the By-Laws, or in any rules now or hereafter promulgated shall in no event be deemed a waiver of the provisions of such documents.

(kk) Subdivision and Regulation of Land.

(i) ~~No portion of the Properties shall be divided or subdivided without the prior written consent of Declarant, who may impose certain requirements on the Owner as a condition of its consent.~~

(ii) ~~An Owner shall not inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Properties without the prior written approval of Declarant, until termination of the Class "B" Control Period, or until~~

~~Declarant no longer has the right to annex property under Article VIII hereof, whichever is later, and thereafter of the Board.~~

(ll) Rules. The Association, through the Board, shall have the right to promulgate and impose rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Properties, other than the Recreational Property and the Commercial Property, and any improvements located on the Properties (including, but not limited to, establishing reasonable fees for the use of facilities and establishing hours and manner of operation for General Common Areas and Exclusive Common Areas).

(mm) Wetlands. No plant life shall be removed from the Wetlands by any Person other than those Persons designated by the Association. No structure shall be constructed on any portions of the Wetlands except as permitted or required by the Order. No plant life or fish breeding shall be allowed in the wetlands or lakes.

(nn) Window Coverings. Window tinting as a method of energy conservation is permitted provided that the type and method of tinting is first approved by the appropriate committee pursuant to Article XI of this Declaration. Reflective or foil window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any Unit or building unless first approved by the NCC or MC, as applicable, pursuant to Article XI of this Declaration.

(oo) Storm Precautions. No hurricane or storm shutters shall be permanently installed on any structure or Unit unless first approved in accordance with Article XI hereof. Any approved permanently installed hurricane shutters are intended to generally be kept in the open position unless a storm is imminent. The Board or its designee shall have discretion to determine whether circumstances warrant keeping the shutters in a closed position, should a dispute arise, which determination shall be final. Hurricane or storm shutters may be installed temporarily, and other storm precautions may be taken to protect structures or Units, while the threat of a hurricane or similar storm is imminent; provided, all such shutters and other exterior alterations or additions made as a storm precaution shall be promptly removed within seven (7) days once the storm or imminent threat of the storm has passed.

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

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

ARTICLE II
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally, by electronic mail (e-mail), by the repeated broadcasting of the notice on a closed-circuit cable television system serving the Association or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

ARTICLE III
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

B. Meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) by written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; (d) by electronic mail (e-mail) sent to the last address provided to the Association by the Director; or (de) by telegram, charges

prepaid. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting. Any notice of a Regular or Special meeting of the Board required to be provided to the Voting Members by relevant law, as it may be amended from time to time, may be satisfied by the repeated broadcasting of the notice on a closed-circuit cable television system serving the Association, or through electronic mail (e-mail) to the Voting Member at the e-mail address last provided to the Association by the Voting Member.

WILL CALL #109

THIS INSTRUMENT PREPARED BY:
ROBERT KAYE & ASSOCIATES, P.A.
261 N.W. 5th Way, Suite 103
Lauderdale, Florida 33309

CERTIFICATE OF RECORDING OF THE NEW MODIFICATION
GUIDELINES AND STANDARDS FOR SILVERLAKES COMMUNITY

WHEREAS, the Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes Community is recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (herein the "Declaration"); and

WHEREAS, the SilverLakes Community Association, Inc. is the Association as set forth in the said Declaration responsible for the operation of the Silver Lakes residential community; and

WHEREAS, the Declaration authorizes the Board of Directors to adopt Community-wide Modification guidelines and standards governing the appearance of homes within Silver Lakes; and

WHEREAS, at a meeting of the Board held on March 28, 2005, the Board adopted a new Modification Guidelines for all homes within the Community; and

WHEREAS, the Board of Directors of the said Association desires to have the attached Modification Guidelines adopted at that meeting recorded in the Public Records to replace previously adopted guidelines and standards.

NOW THEREFORE, the undersigned hereby certify that the Silver Lakes Modifications Guidelines and Standards attached hereto is a true and correct copy of same as of this date.

WITNESS our signatures hereto this 7 day of APRIL, 2005, at Pembroke Pines, Broward County, Florida.

SILVERLAKES COMMUNITY
ASSOCIATION, INC

By: Adolph Giunta
Adolph Giunta, President

Attest: Steven Goldman
Steven Goldman, Secretary

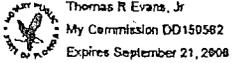
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of APRIL, 2005 by Adolph Giunta, and Steven Goldman as President and Secretary of SilverLakes Community Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign Thomas R. Evans, Jr.

print _____
State of Florida at Large
My Commission Expires:



SILVERLAKES COMMUNITY ASSOCIATION, INC.

Many of you will want to make modifications to the exterior of your homes. Please review the following instructions before submitting the modification form (a copy of your survey must accompany the modification form) to Pines Property Management. The Modification Committee will review this request and you must receive approval before the modification is started. It is also the homeowner's responsibility to obtain all the necessary governmental agency permits prior to making the modification. (Examples: City of Miramar or City of Pembroke Pines and the South Broward Drainage District, where applicable)

Please show the nature, kind, shape, color, size, materials and location of the modification, addition, or alteration being done to your home.

COMMUNITY STANDARDS & MODIFICATION COMMITTEE GUIDELINES

AWNINGS: (City permit also required)

Approved fabric patio awnings attached to the rear of the home are permitted with prior Modification Committee approval. Solid color fabric awnings must match the color scheme of the home. Approved fabric awnings are permitted over side doors and in rear of the house over a patio area. Awnings may not be placed over front door entrances. No window awnings are permitted unless originally installed by the builder in Brittany and Brittany Bay. The affected Brittany and/or Brittany Bay homeowners must register the window awnings with the Association and will be recorded and kept at the Management Office.

DOCKS/DECKS: (City permit also required)

Docks and decks will only be approved for installation in the Lake Maintenance easement upon the submission and approval of the required application to the Modification Committee, with all specifications, which includes the approval of the South Broward Drainage District and all required governmental agency permits.

DRIVEWAY/WALKWAYS: (City permit also required)

Brick Pavers or Tile in a color matching the coordinated colors of the home are permitted as long as the Modification Committee approves the color or colors. Brick pavers, tile or stamped concrete may not be installed over sidewalks. Stamped concrete may be allowed in conservative pastel colors matching the home with prior approval from the Modification Committee. Stamped concrete designs must not be more than two (2) colors and must follow the color scheme of the home. Color samples must be submitted and the Modification Committee prior to installation must approve the shade of the stains.

Staining of driveways is permitted as long as the Modification Committee approves the shade of the stain. Driveway stain must match the color scheme of the home. A color sample must be submitted for approval prior to application. Sidewalks cannot be stained.

FENCING: (City permit also required)

No fence may be attached to a neighbor's house. No dog runs or animal pens are permitted. All fences and hedges are required to be installed at least 10' back from the forward most point of the structure and 5' in from the sidewalk on side yards where applicable. Fences and hedges are not allowed along any lot line in the front portion of the home or property.

On Sapphire Homes "Z" lot line properties. Fences must be installed a minimum of five feet back from the entrance door of the adjoining residence or home. Fences on the side property must be installed perpendicular to the home or at a right angle to the home. Fences may not be installed at an angle unless on a cul-de-sac with prior Modification Committee approval.

All fence panels or pickets must be installed vertically.

Lake Front Lots: (Fencing and Hedges)

City permit and the South Broward Drainage District prior approval also required.

- White or bronze aluminum rail, (picket style with smooth straight top only) and must be (4') four feet in height.
- Green or black vinyl clad chain link and must be (4') four feet in height.
- PVC type, (picket style with smooth straight top only) and must be (4') four feet in height.

Green or black chain link must have a hedge planted on the inside of the fence at the time of installation. Hedge material must be a minimum of 24 inches high at time of installation and should be planted no more than 24 inches apart on center. Hedges must be maintained at the same height as the fence.

Acceptable hedge material; Ficus, Orange Jasmine, Ixora or Hibiscus. Hedges are required to cover the entire fence except where a gate is installed or in the lake maintenance easement.

Where your gated chain link fence is perpendicular to your neighbor, a hedge must be on the outside of the fence beside the gated area.

- Fences on lake front properties may extend to the waters edge and parallel to the water.
- On lakefront lots (6') six-foot wood-fencing material may be installed ONLY between the homes. All wood fences must have the posts on the interior side of the fence. The completed side of the fence should face the neighboring properties.
- Fence gate openings must be no more than (4') four feet wide. Single gates only.

Interior Lots: (Fencing and Hedges) (City permit also required)

- White or bronze aluminum, (picket style with smooth straight top only) and must be (4') four feet in height.
- Wood, (presidential shadowbox, board on board or stockade) and must be (6') six feet in height and painted or stained white on both sides.
- PVC type, (presidential shadowbox, board on board, stockade, shadowbox, privacy panel, tongue and groove, lattés top with privacy bottom) and must be (6') six feet in height.
- PVC type, (picket style with smooth straight top only) and must be (4') four feet in height.
- All fencing material is required to be installed at least (10') ten feet back from the forward most point of the structure and (5') five feet in from the sidewalk were applicable.
- All wood fences must be installed (2") two inches above the sod level. The entire fence (interior and exterior) must be painted or stained white within 60 days of installation. All wood fences must have the finished side facing the neighboring properties.
- On lots abutting a roadway, masonry pylons are required to be incorporated into the design of the wood fence, no further apart than (30') thirty feet in the length of the fence facing the roadway. Wood and PVC fences and columns, if required, must be (6') six feet in height. Columns must be painted white or the lightest color on the home.
- Fence gate openings must be no more than (4') four feet wide. Single gates only.

LANDSCAPING: (Prior approval required)

When installing hedges they are required to be installed at least (10') ten feet back from the forward most point of the home and (5') five feet in from the sidewalk on side yards where applicable. Hedges on lake front lots must be maintained at (4') four feet high. Hedges on interior lots must be maintained at either (4') feet high or (6') six feet high.

Hedges must not be planted along any lot line in the front portion of the home or property.

Swale trees must be planted a minimum of (20') twenty feet apart on center and be a minimum of (6') six feet tall at time of planting. Corner lots require trees to be a minimum of (25') twenty-five feet apart on center.

No roebellini palms or coconut palms may be planted in the Swale area.

Only single trunk trees or palms (Royals, Queens or Foxtails) may be installed in the swale area, with prior Modification Committee approval. Many sub-associations within SilverLakes have established additional guidelines for Swale trees. These sub-association guidelines must also be adhered to.

Fruit trees may only be installed in the rear of the property. No fruit trees may be planted in the swale area or the side yard areas and must be a minimum ten-foot setback from any property line.

No plantings may be done in drainage easements, as indicated on each lot's property survey.

SATELLITE DISHES: (City permit also required)

Satellite television reception dishes up to 39" in diameter are permitted and should be located in the rear of the property unless such location would impede receiving a signal. If it is necessary to place the dish in a location on the property, which would be visible from the street or adjoining properties, suitable efforts are required to screen the dish with landscaping and color coordinate the dish to the colors of the home.

Maximum width of a dish may not exceed (10') ten feet with a maximum height of (10') ten feet. Accompanying landscaping is required.

No HAM radio antennas are permitted. No television antennas are permitted.

SCREEN ROOMS/PATIOS/POOLS: (City permit also required)

White or charcoal aluminum frame material and silver gray or charcoal fiberglass screening material (gauge 18 X 14) are the only materials allowed. The Modification Committee prior to construction must approve structure.

No aluminum awning or flat roofing material allowed. Either the existing roofline must be extended or a screen can be installed. Screen enclosures must follow the roofline or be of the following styles; Gable, Mansard or Hip. The composition of all pitched roofs must match the original color, style, pitch and material of the original roof.

No screen enclosures or front door screening may be installed on the front portion of any home.

The outside edge of any pool or screen room must be a minimum of (5') five feet from the rear property line on non-waterfront lots or lots not abutting the (25') twenty-five foot landscape buffer. The pool or screen room on waterfront lots can extend up to the (20') twenty-foot lake maintenance easement. Lots abutting the (25') twenty-five foot landscape buffer may have the screening abut the buffer. Screening within the side setback is permitted on zero lines to within (7') seven feet of the property line, on traditional lots to within (5') five feet of the property line. Any side yard drainage easements will take precedence over side yard pools, spas and screen enclosure setbacks. Swimming pools may not encroach into the (20') twenty-foot lake maintenance easement.

Above ground swimming pools are not permitted.

CHICKEE HUTS, TIKI HUTS AND GAZEBOS: (City permit also required)

All Chickee Huts, Tiki Huts and Gazebos must be installed in the rear of the property and must follow all property line setbacks. Maximum height from the ground to the parallel beam must not be more than (8') eight feet in height, the pitch of the roof must not exceed (12') twelve feet in height and the overall room size must not exceed (100) one hundred square feet. Prior approval by the Modification Committee is required.

PERGOLAS AND ARBORS (City permit also required)

Pergolas and Arbors are permitted with prior approval by the Modification Committee. Pergolas and Arbors must be installed in the rear of the property and must follow all property line setbacks. The material used must be either white aluminum or wood painted or stained white.

SHEDS:

Outside storage sheds or any other type of sheds are not permitted.

STORM SHUTTERS/PANELS: (City permit also required)

Aluminum removable panel's permanent top and bottom rails must be white or the color of the home.

Roll up and/or accordion style permitted with prior approval of Modification Committee and must be white or beige

PERMANENT AND PORTABLE BASKETBALL HOOPS (City permit also required)

Must have a minimum setback of (5') five feet from the sidewalk and prior approval of Modification Committee. On zero lot line properties basketball hoops should be installed on the interior side of the property, not the zero side. All basketball hoops must be kept in good condition.

FOUNTAINS, SCULPTURES, FLAGS: (Prior approval required)

Fountains are permitted providing they are an operable and maintained part of a residential landscape bed area improvement. Fountains cannot stand alone on any front elevation and must not be more than (4') four feet in height or diameter. Fountains must have prior Modification Committee approval.

No exterior sculptures or statues are permitted unless they are part of a residential landscape bed area improvement and must have prior Modification Committee approval. Sculptures and/or statues cannot stand alone on any front elevation. Exterior sculptures and/or statues are limited to (3) three and must be no more than (18") eighteen inches in height.

Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4-1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

No decorative flags are permitted. Holiday flags may be displayed from one week prior to one week after a holiday.

Flagpoles are permitted to a height of (25') twenty-five feet. Flagpoles must have a minimum setback of (5') five feet from the sidewalk and prior approval of Modification Committee. On zero lot line properties flagpoles should be installed on the interior side of the property, not the zero side.

HOUSE PAINTING: (Prior approval required)

The approved paint color schemes of the Association are on file at the Management Office and paint samples will be provided. The SilverLakes Community color chart may be viewed at the Management Office; only those colors on view may be used. Paint color samples on display are coordinated with roof colors.

Paint color samples must be submitted along with roof color and approved by the Modification Committee before the exterior of the home may be painted. Repainting of the same house color also requires prior approval with submission of color samples and roof color. All house colors submitted must be colors on the approved color chart that is displayed at the Management Office.

ROOFS (Prior approval required)

Concrete tile roofs may be sealed with a clear coat material but may not be painted or stained.

FRONT DOORS: (Prior approval required)

Existing front doors may be replaced with wood, fiberglass or metal material. The door and frame finish must be either painted the door color of the selected color scheme or stained an approved wood grain color. Decorative glass inserts on doors are permitted. All door colors and glass inserts must have prior approval by the Modification Committee.

All modifications approved by the Modification Committee must be completed within 30 days from the date the permit is issued from the city for construction. The Management Office may at any point during construction request a copy of the building permit to be provided within 7 days of the written request.

The only exceptions to the 30-day requirement will be pools and room additions. Extensions for pool and room additions will be granted based on copies of the permit being provided to the Management Office indicating that work is progressing. Construction should not exceed 90 days from the date of the permit issued from the city. If an additional extension is needed, the homeowner must make a request in writing to the Management Company stating the reason for the delay.

CONTRACT FOR

THIS AGREEMENT is made and entered into this _____ day of _____ 200_,
by the “_____”(herein referred to as “(Association”), and
_____, whose address is _____,
(herein referred to as “Contractor”)

1. Description of Work.

Contractor shall perform and provide all work, labor and materials required by this Contract, according to the specifications supplied and/or agreed to by Association and attached hereto and incorporated herein as Exhibit A (hereinafter the ‘Work’), briefly described as follows:

. In the event of a conflict between Exhibit A and preceding pages of the Contract (hereinafter the ‘Text of the Contract’), the text of this Contract shall govern.

In addition to the foregoing, Contractor warrants that, upon completion, the Work shall comply with any and all applicable, state, county, municipal codes, ordinances and regulations, the Contract Documents and good practices for the specific type of work set forth in Exhibit “A” hereto and performed in Broward County, Florida. If these differ with the specifications, the most stringent shall govern.

In performing its obligations under this Contract, Contractor shall be deemed an independent Contractor and not an agent or employee of Association. Contractor shall have exclusive authority to manage, direct and control the work subject to inspection and approval by the Association.

2. Timely Completion:

- (a) Contractor shall achieve completion of all Work in accordance with this Contract no later than _____. Extensions of the deadlines for completion, as set forth herein may be obtained only with the written consent of the Association. The Association may withhold consent to said extensions in its sole discretion. All extensions shall be documented in writing, signed by a member of the Association’s Board of Directors in order to be valid and enforceable. Any extension failing to fully comply with the section shall be deemed void and unenforceable.
- (b) Time is of the essence of this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work

Initials:

_____ Association
_____ Contractor

within the time herein mentioned, has taken into consideration and made allowances for any and all hindrances and/or delays incident to his Work.

- (c) Contractor agrees to commence the Work pursuant to the terms of this agreement and to diligently and continuously perform such Work. Contractor shall furnish sufficient forces and equipment and shall work such hours including overtime operations, at Contractor's sole expense, as may be necessary to insure completion of the Work in accordance with this agreement.
- (d) Failure of Contractor to comply with the requirements of this Paragraph shall be grounds for determination that Contractor is not pursuing the Work with such diligence as will ensure completion within the time specified and such failure constitutes a material breach of the conditions of the Contract.
- (e) Upon such determination as described in sub-paragraph (d) above, Association may elect to terminate the Contract. In the event of termination, Contractor's sole and exclusive remedy shall be a claim for payment for Work performed to date, so long as the Work has been approved by Association.
- (h) In the event Contractor does not achieve completion in accordance with the terms of this agreement, the parties hereto acknowledge that grave injury and damage will be incurred by the Association by virtue of additional noise, dust, discomfort, loss of use, loss of rental income, delayed receipt of income, extension of overhead costs and otherwise. Accordingly, the calculation of the actual damages to Association would be uncertain and difficult if not impossible to determine. Consequently, if the Work has not been substantially completed pursuant to the terms of this agreement, then the parties hereto agree that, as liquidated delay damages and not as penalty, Contractor shall pay to Association an amount equal to \$ _____ for each calendar day or portion thereof that completion is later than the date for completion set forth in this agreement. All such liquidated damage amounts, if any, shall be paid by Contractor to Association immediately upon each such failure of Contractor to comply with the completion dates set forth above. In the event that Contractor fails to make any one or more of the payments to Association as required under this Article, Association shall have the right to deduct any and all such amounts from the next sequential progress payment and/or final payment.
- (i) Contractor shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if occasioned by any inclement weather, act of God, increases in the estimated quantities, or by act or omission on the part of Association, such act, hindrance, or delay may only entitle Contractor to receive an extension of time as to the dates

Initials:

_____ Association
_____ Contractor

for completion referenced herein, as its sole and exclusive remedy. Association shall act reasonably in granting Contractor extensions of time for delays resulting from inclement weather, acts of God, increases in the estimated quantities, or acts of omissions by Association that cause Contractor to be delayed in completing the Work. No extension shall be granted by the Association unless Contractor provides Association with notice in writing of the cause of said delay within five (5) days after commencement of the delay. All extensions of time shall be authorized only in writing executed by Association and Contractor. Time extensions will not be approved unless formally submitted in writing for approval with appropriate supporting documentation. Contractor's failure to provide such written notice to Association shall deprive Contractor of his right to claim an extension of time. The providing of notice shall not of itself establish the validity of the cause of delay or of the extension of time which may be reasonably rejected by the Association.

4. Contract Price and Payments:

- (a) Association shall pay Contractor, in current funds, for the performance of the Work the total sum of \$_____. Any additional work and/or charges must be authorized by the Association in writing. The failure of the Contractor to obtain written authorization from the Association for additional work and/or charges shall constitute a waiver by the Contractor to any right in law and/or equity which it had and/or may have against the Association for payment that it contends it is due for said additional work and/or charges.

- (b) Contractor will submit _____ (monthly/Weekly/Yearly) payment requests based upon the percentage of completion of the Work. The form of such Requests for Payment shall be on such form as the Association may require. All Work under this Contract shall be subject to the review and approval of Association, and no payment shall be due under the Contract if Association does not approve of the Work completed under the Contract. Any objections to Work performed shall be given in writing to Contractor within fifteen (15) business days of receipt of the request for payment and, if no objections are made, then payment shall be tendered to Contractor within Thirty (30) business days of the Association's approval of the payment request. Additionally, Contractor shall submit, prior to being entitled to receive payment, a Progress Payment Affidavit or, if completion is final, a Contractor's Final Affidavit, and shall submit simultaneously with payment, a Partial Release of Lien if appropriate or, if completion is final, a Final Release of Lien if appropriate. Contractor shall utilize forms which Association approves indicating that all subcontractors, laborers, materialmen and suppliers have been paid for the Work completed. Failure of Association to make objection provided for in this paragraph shall not waive any right Association has under this Contract nor relieve Contractor from any of its obligations under this Contract. Association may withhold a ten (10%) percent retainage from all payments requested by and made to Contractor, which shall not

Initials:

_____ Association
_____ Contractor

be paid until the conditions set forth herein for final payment have been satisfied.

- (c) As a prerequisite to receiving any payment hereunder, Contractor shall submit to Association Partial Releases of Lien for Work completed or materials supplied or, if completion is final, Final Releases of Lien from all persons or entities who supplied labor or materials to the job who are not in privity with Association. All Work under this Contract shall be subject to the approval of Association, and no payment shall be due under the Contract if Association does not approve of the Work completed under the Contract

- (d) Payments due to Contractor may be withheld by Association on account of defective Work not remedied, claims filed, reasonable evidence indicating probability of filing claims, failure of Contractor to make payments to subcontractor or for material or labor, or the reasonable belief of Association that the Work to be performed under this Contract which remains unfinished cannot be completed for the balance then unpaid. If any of the foregoing said causes is not removed or if Contractor at any time shall refuse or neglect to supply adequate and competent supervision or sufficient properly skilled workmen or materials of the proper quality or quantity necessary for the performance of the Work hereunder or fail in any respect to prosecute the Work with promptness and diligence or fail to perform or to adhere to any agreement on its part herein contained, Association shall have the option, after three (3) calendar days written notice to Contractor and without prejudice to any other remedy it may have, to pay such claims and provide for such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by Association to Contractor. In addition to the foregoing rights and remedies, Association may terminate the employment of Contractor under this Contract and enter upon the premises and take possession of all materials of any kind whatsoever thereon which have been paid for by Association, and to employ any other person or persons to finish the Work and to provide the material therefor, and in case of such termination, Contractor shall not be entitled to receive any payment under this Contract which might be due him, until said Work shall be finished and payment in full therefor shall be made by Association at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expenses incurred by Association in finishing Contractor's Work, such excess shall be paid by Association to Contractor, but if such expenses shall exceed such unpaid balance Contractor shall pay the difference to Association. Contractor's right to payment under this Contract shall also be subject to those conditions for payment set forth in other paragraphs of this Contract. If there exists any default or threatened default by Contractor in his performance of this Contract, then Association shall have the right to withhold any and all monies due or to become due to Contractor under such other Contracts.

- (e) Neither Association's review, approval nor payment for any Work rendered under this Contract shall be construed to operate as a waiver of any rights under

Initials:

_____ Association
_____ Contractor

this contract of any cause of action arising out of the performance of this Contract, and Contractor shall be and remain liable to Association in accordance with the applicable law for all damages to Association caused by Contractor's failure to properly perform any portion of the Work furnished under this Contract. The rights and remedies of Association provided for under this Contract are in addition to other rights and remedies provided by law.

- (f) Upon completion of all Work under this Contract and before final payment will be issued, Contractor shall perform the following:
 - (i) Delivery to Association of all warranties from Contractor and any suppliers, manufacturers and subcontractors, final certifications and approvals from all applicable governmental agencies and authorities, and similar documents.
 - (ii) Completion of all punch list Work..
 - (iii) Remove any temporary facilities from the site, along with construction tools and similar elements.
 - (iv) Complete final clean-up.
 - (vii) Satisfactory re-installation and/or repair of all fixtures, buildings, signs roads, paint, landscaping etc. removed, and/or damaged as a result of the work undertaken at the sole cost of the contractor.

Final payment shall not be paid by Association to Contractor until all conditions outlined above have been satisfied and a certificate of completion, if appropriate has been issued and any and all governmental approvals that may have been required have been executed and delivered to the Association

Neither the Final Payment nor any provision of the Contract Documents, nor partial or entire use of occupancy of the premises by Association, shall constitute an acceptance of the Work not performed in accordance with the Contract Documents, or relieve Contractor of liability in respect to any express warranties or responsibilities for any faulty materials or Workmanship, and/or damages to the subject property which shall be replaced/repared at NO EXTRA COST to Association.

5. Contract Costs

- (a) The Work includes all transportation, storage, equipment, supplies, Labor and materials necessary for a complete and functional installation, and the Work shall comply with all applicable codes and inspection requirements. All Work performed by this Contractor or by others to make this Contractor's Work comply with applicable codes, or interpretations thereof, shall be performed at no additional cost to Association. The Work shall also include all labor, materials

Initials:

_____ Association
_____ Contractor

and everything required or claimed by Contractor's materialmen, suppliers or laborers to complete the Work in accordance with the specifications, notwithstanding that such labor, materials or other things may not be designated in the specifications. Contractor shall make payments promptly to his vendors, and for material used by him in the performance of his Work. Contractor shall indemnify and defend Association against all suits or claims from materialmen, suppliers, vendors, laborers, contractors and subcontractors utilized by Contractor on the Work.

- (b) Contractor shall give all notices and comply with all local ordinances, requirements of county codes and of federal and state authorities which are applicable to the Work, local sanitary laws and rules and regulations, specifically including and not limited to all local, state and federal OSHA and EPA safety and environmental regulations, and all orders both present and future, and interpretations of such ordinances, requirements, laws, rules, and regulations by governing public authorities, regardless of whether such ordinances, requirement laws, rules and regulations are set forth in this Contract; or the drawings and specifications. Contractor shall furnish without any extra charge any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations Contractor shall secure, in its own name and right, and pay for all inspections, fees, licenses, registrations and royalties necessary for the execution of the Work to be performed. The parties specifically agree that Contractor shall be responsible for securing any and all permits necessary to perform the Work.
- (c) Contractor will pay all social security and other taxes imposed upon him as an employer in connection with the performance of this Contract, and will furnish evidence, when required by Association, showing that all such payments required to be made have been paid.
- (d) Contractor shall pay all applicable local state and federal taxes including sales and use taxes, in connection with its Work Contractor represents that this is a non-union project. Contractor shall indemnify, defend, and hold Association harmless against all suits or claims for infringement of any patent rights and shall save Association harmless from loss on account thereof.
- (e) All Contract costs paid by Contractor shall be at the expense of Contractor.
- (f) Contractor will be responsible for securing all materials and equipment placed in and/or used upon the subject premises. All such materials, tools and equipment shall be stored off site and/or in a specific area designated by Association and, if they are stored otherwise, Association shall have the right to cause their removal and storage at the expense of Contractor. All vehicles on Association's property in conjunction with the Work shall be parked only in those areas designated by Association. With respect to any vehicle that is parked in an area other than that designated by Association, Association shall have the right to have it removed

Initials:

_____ Association
_____ Contractor

and stored and Contractor shall indemnify Association with respect to all costs and liabilities, including reasonable attorneys' fees, incurred as a result thereof, however, Contractor's indemnity obligations hereunder shall extend only to vehicles of Contractor, Contractor's employees, or other persons on Association property in conjunction with the work for whom Contractor is responsible. Persons on the site in conjunction with the Work shall comply with Association's security regulations and requirements, including registration, checkout and identification to the extent that they have been provided to Contractor in writing prior to commencement of Work.

- (g) Free, clear and unobstructed egress and ingress with respect to the property shall be maintained by Contractor except as agreed to by Association.
- (i) Contractor shall protect and safeguard all real and personal property of the association and individual property owners from being damaged by Contractor's negligence, or that of any subcontractor, or any party for which Contractor or any subcontractor may be responsible. Contractor shall protect and safeguard all common elements and neighboring properties from damage resulting from the Work. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be responsible to Association for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with Contractor, including with regard to damages to any persons or property. The foregoing obligations of Contractor are in addition to any other obligations set forth herein.

In the event of a hurricane or other adverse weather, Contractor shall protect exposed portions of the Work in progress and secure any and all material, tools, vehicles, etc. Contractor shall properly secure all materials and equipment to avoid damage to the property. Contractor shall be responsible for restoring the premises and repairing any other damage created during the performance of the Work where damage results from any breach of this provision by Contractor.

- (j) Contractor shall protect the Work and affected properties from damage by the climate, theft, or vandalism of or by contractors employees or employees of any sub-contractor. Work and storage areas shall be maintained in a neat/clean condition. All apparatus removed during the Work shall be numbered and stored on site in a secured location protected from damage by the climate, theft or vandalism. All removed property shall be cleaned of dust/grit and shall be returned to their original condition prior to final completion of all Work.
- (k) Contractor shall promptly correct any Work rejected by Association as defective or as failing to conform to the Contract documents whether observed before or after completion and whether or not fabricated, installed or completed. The

Initials:
_____ Association
_____ Contractor

provisions of this paragraph apply to Work performed by subcontractors and sub-subcontractors as well as to Work performed by direct employees of Contractor.

6. Supervision

- (a) Contractor shall supervise and direct the Work, using its best skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. Contractor shall provide an English speaking on-site supervisor for the duration of the Work. The on-site supervisor shall be fluent in and required to use English on the job. Contractors employees, subcontractors and/or sub-subcontractors shall be fully clothed at all times and shall wear shirts identifying Contractors company. Association shall have the right to reject any on-site supervisor, employee, subcontractor of Contractor and shall have the right to cause Contractor to replace any such person for any reasonable cause. Contractor shall remove from the Association's property any on-site supervisor employee and/or subcontractor of Contractor rejected by the Association within 24 hours of receiving written notice of the rejection from the Association.
- (b) Contractor shall be responsible for initialing, maintaining and supervising all safety precautions and programs in connection with the Work and shall take all reasonable protection to prevent damage, injury or loss to: 1) all employees on the Work and other persons who may be affected thereby; 2) all the Work and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority including but not limited to O.S.H.A, bearing on the safety of persons and property and their protection from damage, injury or loss.
- (C) Contractor shall be responsible to Association for the acts and omissions of his employees, subcontractors and sub-subcontractors and their agents and employees, and other persons performing any of the Work under any Contract with Contractor regarding the Work.
- (d) The Work is to be performed at and/or on a residential development that will be occupied throughout the performance of the Work. The Work shall be performed in a manner that will cause the least disruption of use of the premises by residents at all times. If it is necessary to temporarily restrict access to, or use of, common elements of the Association, Contractor shall notify Association at least forty-eight (48) hours in advance so that Association may notify the residents.

Initials:

_____ Association
_____ Contractor

7. **Insurance:**

Without limiting any of the other liabilities or obligations of Contractor, Contractor shall furnish or cause to be furnished to Association, prior to the mobilization of the Work, a duly executed certificate of insurance, and copies of all pertinent insurance policies, stating that the required types of insurance and limits are in full force and effect, covering the activities of all Contractor's employees, subcontractors and agents, naming Association as an additional insured, and that said insurance will not be canceled without thirty (30) days' prior notice to Association by the insurance Agent. Contractor shall, in any event, continuously maintain all insurance as provided herein in an amount as deemed necessary by the Association, throughout the performance of this Agreement and shall, upon the cancellation of one policy, provide for its simultaneous replacement with another naming Association as an additional insured on said policy and provide Association a new, duly executed Certificate of Insurance. The minimum coverage limits set forth in this section shall in no way be construed as a limitation of liability on behalf of Contractor, its employees, subcontractors, and agent. Association's approval of Contractor's insurance or coverage amounts as set forth herein shall not relieve or decrease the liability of Contractor in any way. The insurance required by this Article must be written by a company licensed in the state where the Work is performed at the time the policy is issued and the company must be reasonably acceptable to Association. This insurance shall be primary and other insurance of Association shall not be contributory. Contractor shall also be responsible for verifying that all sub-contractors maintain Workmen's compensation insurance.

8. **Clean-up:**

- (a) Contractor shall cause no waste to the Association or adjoining property in the performance of the Work, and shall at all times keep the premises in a neat, clean and organized condition. At completion of the Work, Contractor shall remove all its waste materials and rubbish from and about the property as well as its tools, construction equipment, machinery and surplus materials and return all affected areas of the property to a broom clean condition. All areas of the property, including the ground, buildings, windows, parking areas and patios, shall be left clean. Contractor shall also be responsible for damage to any plants, shrubbery or trees caused by the Contractor, any subcontractor, or any party for which either or both is responsible whether or not said damage is caused by negligence and/or is incidental to the work performed.
- (b) If, after three days notice by Association to Contractor's representative at the site of the Work, Contractor has not diligently proceeded with the clean-up as required in this paragraph, Association has the right to proceed with the clean-up at Contractor's costs and expense. Any costs incurred by Association in connection with clean-up may be deducted from payments due or thereafter becoming due to Contractor.

Initials:

_____ Association
_____ Contractor

(C) Hours of Work shall be limited to between the hours of 8:00 a.m. to 5:00 p.m.

9. **Warranties:**

a) Contractor warrants to Association that all materials and equipment incorporated in the Work shall be new. All Work performed by Contractor shall be of good quality, free from faults and defects and shall conform with the plans, specifications, scope of work, all applicable national, state, local, municipal codes, ordinances and regulations. All Work not conforming to these requirements shall be considered defective. The cost of removal and correction shall be at the sole expense of Contractor.

Contractor shall provide all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify Association if the plans and specifications are at variance with any of the foregoing standards. Contractor expressly warrants to Association that it shall acquire all applicable building permits, licenses and otherwise comply with all regulatory requirements of the municipality. To the extent that Contractor becomes aware that the plans and specifications are not in compliance with all applicable national, state, county, or municipal codes, including but not limited to, the Florida Building Code, laws and regulations or to the extent Contractor is to perform any additional Work, Contractor shall secure instructions from Association prior to proceeding with the Work and shall immediately bring all said Work into full and complete compliance with all applicable national, state, county, or municipal codes, including but not limited to, the Florida Building Code, laws and regulations.

(b) Contractor further warrants that it will comply with all application and other requirements of each producer or supplier of materials, and will ensure that any inspections or other requirements of a producer or supplier for a warranty of the materials takes place, copies of any pertinent manufacturer's warranties being attached hereto as Exhibit D.

(c) Contractor warrants all labor and materials in connection with the Work for for a period of _____ () years from the date of final payment.

(d) In addition to but not in derogation of the rights of Association as set forth above, Contractor shall insure that Association receives all available warranties from any and all subcontractors, laborers or materialmen used in connection with the Work.

Initials:

_____ Association
_____ Contractor

10. Hold Harmless:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, including but not limited to such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and/or (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, any Sub-Subcontractor, any material or equipment supplier, anyone directly or indirectly employed by any of them, (3) is caused in whole or in part by any claim for payment by any Subcontractor, any Sub-Subcontractor, and/or any material or equipment supplier, and/or anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Association, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from Contractor shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from their negligence, recklessness or intentional wrongful misconduct of Contractor, and persons employed or utilized by Contractor relating to the performance of Work as described in this Agreement. This indemnification shall also apply to negligent acts, conduct and omissions of the Association and its officers, directors, agents and employees related to the work. The foregoing obligations of the Contractor are in addition to his other obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement

11. Liens:

Contractor will save and keep the property, building or buildings, referred to in this Contract or the lands upon which they are situated free from all construction liens and all other liens by reason of the Work or any materials or other things used by Contractor thereon. If Contractor fails to remove such lien(s) by bonding it or otherwise, Association may retain sufficient funds, out of any money due or thereafter to become due by Association to Contractor, to pay the same and to pay all costs incurred by reason

Initials:

_____ Association
_____ Contractor

thereof, including reasonable attorneys fees and the cost of any lien bonds that Association may elect to obtain, and Association may pay said lien or liens and costs out of any funds which are or which become due to Contractor and which are at any time in the possession of Association.

12. Waiver

This Contract constitutes the entire agreement between the parties hereto. No change or modification of this Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto.

No failure of Association to exercise any power or right given hereunder or to insist upon strict compliance by Contractor with any of his obligations hereunder, and no custom or practice of the parties at variance with the terms of this Contract, shall constitute a waiver or variation of Association's rights to demand exact compliance with the terms hereof.

13. Alterations:

No alterations shall be made in the Work as shown or described herein and/or in the exhibits attached hereto except on the written authorization of Association. Contractor shall have no claim for the cost of additional Work or for an extension of time (including, without limitation, claims for impact damages or to costs due to delay) unless such Work and the cost and expenses thereof or time is stated on the face of a written change order and approved and accepted by Association by written change order. Any attempted reservation by Contractor of the right to subsequently claim any amount or extension of time not stated on the face of a written change order approved and accepted by Association in writing shall be null and void. Any change orders issued under this Contract shall be subject to all of the terms of this Contract.

14. Assignment

Contractor shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of Association.

15. Retention of Subcontractors and/or Sub-Subcontractor

No Subcontractor and/or Sub-subcontractor shall perform any of the Work whatsoever without the prior written consent of the Association.

16. Notices:

Notices to the parties as provided herein shall be by certified mail to the following addresses:

As to Association:

As to Contractor

17. Venue and Attorneys' Fees:

In connection with any litigation arising out of this Agreement, venue shall be in Broward County, Florida, and the prevailing party shall be entitled to recover from the other party said prevailing party's attorneys fees and costs, including attorneys fees and costs for any appellate proceedings.

18. Termination:

This Contract may be terminated with cause, for any breach of this Contract. Termination shall be effective only after seven (7) calendar days written notice sent certified mail. Termination shall be effective seven (7) calendar days from the date of posting the written notice unless retracted, in writing, by the non-defaulting party.

Signed, sealed and delivered:

By: _____
Print: _____
Title: _____

Signed, sealed and delivered:

By: _____
Print: _____
Title: _____

Initials:

Association

Contractor

**CERTIFICATE OF AMENDMENT OF RULES AND REGULATIONS FOR SILVERLAKES
COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT of Rules and Regulations is executed this 16th day of August, 2019, by SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as ("Association")).

WHEREAS, the Association has been established for the operation of Silverlakes Community Association, in accordance with the Declaration of Protective Covenants, Conditions, Easements and Restrictions which were originally recorded in Official Records Book 17369, Page 0240 of the Public Records of Broward County, Florida; and

WHEREAS, at a duly noticed Meeting of the Board of Directors held on July 22, 2019, a majority of the Board of Directors voted in favor of adopting Rules and Regulations governing Silverlakes Parking Enforcement to go into effect as of October 15, 2019 and supersede and replace all prior parking policies that were previously in effect are attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 16th day of August, 2019.

Witness
[Signature]
Print: Robert Moses
[Signature]
Print: Mabel Garcia

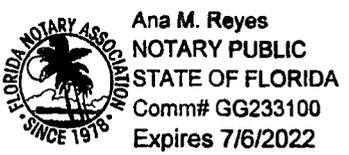
SILVERLAKES COMMUNITY ASSOCIATION, INC.
By: [Signature]
STEVEN J. GOLDMAN, President
By: [Signature]
COLLEEN CHENEY, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of August, 2019 by Steven Goldman as President and by Colleen Cheney as Secretary, respectively of Silverlakes Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced _____ as identification and did/did not take an oath

[Signature]
Signature of Notary

My Commission Expires: 7/6/2022



(4)

SILVERLAKES PARKING ENFORCEMENT RULES 2019

I. PARKING ON LAWNS AND/OR SWALES IS PROHIBITED

- Off-pavement parking damages the grass, resulting in an unsightly appearance that detracts from our neighborhoods and impacts property values and community pride.
- A violation of this rule shall constitute a violation of the rules and regulations, and shall be subject to the imposition of fines as set forth in the declaration. Please note that further fines and charges may be added at the Boards discretion for damage caused to swales and/or lawns.

II. ON-STREET PARKING IS PROHIBITED

- On May 21, 2019, The City of Miramar Fire Department, through the City Attorney, advised that as a **matter of law** all Silverlakes roadways were required to remain clear of obstructions, including but not limited to, parked or standing vehicles.
- Specifically, the Fire Department advised that Section 18.2.3.4.1.1 of the State Fire Code provides that fire department access roads which consist of roadways, fire lanes, parking lot lanes, and/or a combination thereof shall “have an unobstructed width of not less than 20 ft. The roads within Silverlakes are designed in a manner that the parking of any type of vehicle on the roadway creates a width less than the legal minimum. The State Fire Code is applicable in Both Miramar and Pembroke Pines. Failure to comply may result in the issuance of citations and substantial fine. As such, on Street parking is strictly prohibited.
- Residents shall utilize garages driveways, and/or designated guest parking to park their vehicles and those of their guests ONLY. No street parking shall be permitted at any time.
- A violation of this rule shall constitute a violation of the rules and regulations and shall be subject to the immediate imposition of fines as determined by the Board of Directors from time to time.

III. CITY TRAFFIC/PARKING ORDINANCE

- All vehicles will be parked in accordance with applicable city ordinance. And all city traffic ordinances shall always be obeyed.

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IV. ENFORCEMENT

- Vehicle is something used as an instrument of conveyance. It can include, but is not limited to, any conveyance used for transporting people, passengers or things by land, water, or air. It can be motorized and/or self-propelled.
- Vehicle Removal. The Board of Directors shall have the authority to have any vehicle not in compliance with the provisions of these Guidelines removed from the Association Property. This authority may be delegated to the Board of Directors of any Sub-Association, the Management Agent of the Association, and/or other individual(s) designated by the Board of Directors. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
- The Silverlakes Board of Directors hereby delegates to the Board of Directors of each Sub-Association the authority to tow vehicles parked on Silverlakes property and within the confines of any Sub-Association the Authority to tow said vehicle. The delegation can be removed by the Board of Directors at any time in its sole discretion.
- Violation may be Subject to Immediate Action. Any vehicle (a) parked on the street, (b) parked in a designated fire lane, (b) sidewalk, (c) impeding access to sidewalk ramps or mailboxes, (d) extending into street, (e) constituting a safety hazard, (f) whose security system has been triggered and left unattended for more than fifteen (15) minutes, may be subject to immediate removal without notification to the owner of the vehicle.
- The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents and/or applicable laws.
- The Board reserves the right and power to impose fines for violations of this parking policy. A violation of the Parking Enforcement Rules shall constitute a violation of the rules and regulations and shall be subject to the immediate imposition of fines as determined by the Board of Directors from time to time.
- Attorneys' Fees and Costs. If the Association must enforce these Rules through any form of legal action, the offending Owner shall be responsible for all expense and/or attorneys' fees incurred by the Association in enforcing the provisions of these Parking Rules.
- Fines issued by the City/State chargeable against individual owners. Any fine or citation issued by the city and or state to the Association as a result of any action and/or inaction of a unit owner, resident, tenant, guest , and/or invitee shall be paid by the owner of the property who owns the vehicle causing said citation or fine and or the owner of the property whose tenant, resident, guest and/or invitee causes the issuance of the citation and or fine. Said amounts shall constitute a special assessment against the property and may be

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foreclosed in the manner set forth under applicable law.

- The Association may execute a traffic enforcement agreement with the applicable governmental authority for the enforcement of city ordinances within the Association, including but not limited to parking ordinances.

V. LIABILITY.

- The Association assumes no responsibility for and disclaims responsibility for any damage to any vehicle parked or operated in the community.
- Homeowners shall be held liable for any expenses incurred by the Association as a result of any fines imposed by any governmental authority, any damage done to the common areas by the use, repair or maintenance of their vehicle, or as a result of negligence, whether on the part of the homeowner, his family, tenants, guests, agents, and/or invitees.

VI. REPEAL OF PRIOR POLICIES

- The rules and regulations set forth in these Parking Enforcement Rules policy supersede and replace all rules and regulations set forth in any prior parking policy.
-

VII. EFFECTIVE DATE

- The rules and regulations set forth herein are effective as of October 15, 2019.

**CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF
COVENANTS, RESTRICTIONS, AND EASEMENTS FOR SILVERLAKES
COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 18th day of December, 2020, by SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as (“Association”)).

WHEREAS, the Association has been established for the operation of Silverlakes Community Association, in accordance with the Declaration of Covenants, Restrictions and Easements and related documents which were recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida, and as subsequently amended (the “Declaration”); and

WHEREAS, at a duly noticed Special Meeting of the Members and the Board of Directors held on the 9th day of December, 2020 (the “Special Meeting”) at which a quorum of the voting members were present and in person and by proxy and a quorum of Directors were present in person, amendments to:

- Article XII, Section 2(a)
- Article XII, Section 2(pp)
- Article XII, Section 2 to add Subsection (qq)
- Article XII, Section 2 to add Subsection (rr)
- Article XII, Section 2 to add Subsection (ss)
- Article XII, Section 2 to add Subsection (tt)

were submitted to Voting Members and the Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration the proposed amendments to:

- Article XII, Section 2(a)
- Article XII, Section 2(pp)
- Article XII, Section 2 to add Subsection (qq)
- Article XII, Section 2 to add Subsection (rr)
- Article XII, Section 2 to add Subsection (ss)
- Article XII, Section 2 to add Subsection (tt)

of the Declaration were approved.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by ~~strikeout~~, additions by underlining.
3. Article XII, Section 2(a) of the Declaration is hereby amended as follows:

(a) Occupancy of Units. No Unit shall be occupied by more than a single family. **No Unit shall be occupied by more than two (2) people per bedroom.** Units owned by corporations, partnerships, trusts or some other form of multiple ownership shall designate on (1) person and his or her family to occupy the unit prior to, or at the time of conveyance of the Unit to the multiple ownership entity. The designation of such occupants may be changed only with prior notice to the Board of Directors. **No Unit may be occupied by a registered sex offender.** For the purposes of this Section, the term "family" shall mean (i) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or (ii) two single unrelated persons and persons related to them in the degrees of kinship described in subsection (i) above. **Any occupancy of a Unit by a person and/or persons (who are not family as defined herein) in the absence of the Owner(s) for a period of time greater than thirty (30) days shall be deemed a lease and/or rental and subject to all of the lease and/or rental restrictions contained herein and/or which may hereafter be included by way of amendment and or adoption of Rules and Regulations.**

4. Article XII, Section 2(pp) of the Declaration is hereby amended as follows:

(pp) Rental of Units. No lease shall be entered into for a term of less than ~~six (6)~~ **twelve (12)** months. All leases entered into between Unit Owner(s) and Renter(s) must be in writing. Unit Owners are required to rent their units to a Renter(s) that conforms with the Occupancy of Units requirements contained within Article XII, Section 2(a). Notwithstanding the foregoing, the property may not be occupied by no more than two people per bedroom. A Renter is defined as any person occupying the unit, when not occupied by the Unit Owner and/or their immediate family as defined in Article XII, Section 2(a) pursuant to a written lease agreement. An individual who is not listed on the written lease or not an immediate family member of a lessee as defined in Article XII herein, cannot be present in the Unit for more than a twenty-four (24) hour period without the Renter(s) being present. Transient Occupancy as defined in Florida Statute 83.43(10) is strictly prohibited. The Unit Owner(s) leasing his Unit, shall have the

obligation and responsibility to advise the Renter of his Unit of all the Association's rules and regulations appertaining to the use of the Unit. Without limiting the foregoing, the Association shall have all rights under the laws of the state of Florida and under this Declaration, to evict tenants who cause a nuisance within the Association or fail to abide by the rules and regulations of the Association. No Owner may dispose of a Unit or any interest therein by lease without the prior written approval of the Master Association ("Association") and applicable Neighborhood Association ("Neighborhood Association"). No Owner who purchases a Unit or otherwise acquires title to a Unit after the effective date of this amendment shall be entitled to lease his Unit until such Owner has owned the Unit for a period of twelve (12) months, which twelve (12) month period shall commence upon the date title was acquired and recorded in the Public Records of Broward County, Florida. No subleasing and/or renting any portion of the Unit shall be permitted at any time.

All leases, addendums, and lease renewals shall be on forms approved by Association. Leasing of a Unit shall be subject to the prior written approval of Association and applicable Neighborhood association, in their respective Boards' sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit check, employment, criminal background check and personal reference investigations. Background checks shall not be required for lease renewals. The Board of Directors of the Association may, in addition to the following items, set forth additional screening criteria in the Rules and Regulations, all to be used to evaluate an application and which may be used to constitute "good cause" for denial of an application or applicant:

(i) Prospective Tenant has a felony conviction that indicates a demonstrable risk to resident safety or property;

(ii) Prospective Tenant is a registered sex offender;

(iii) Prospective Tenant has a minimum credit score less than 600 (when there is more than one prospective Tenant applying for residency in a Unit, the scores will be averaged and if below 600, the Prospective Tenants shall be disapproved);

(iv) Prospective Tenant has a history of financial mischief/troubles which may include non-payment of assessments, foreclosure or eviction lawsuits filed against them or bankruptcy filings;

(v) Prospective Tenant has a history of non-compliance with governing documents of community associations;

(vi) Prospective Tenant was dishonest on any written application or communication with the Association;

(vii) Prospective Tenant prematurely took up residency of a Unit prior to a determination of approval or disapproval being reached by the Board of Directors;

(viii) Owner is delinquent on a monetary obligation owed to the Association and/or its applicable Neighborhood Association;

(ix) Owner has an existing violation of the Association Documents; or

(x) Any other item the Association's Board of Directors may add to this list from time to time at their discretion by way of passage of a Rule and Regulation regarding same. At no time shall the Association and any Neighborhood Association engage in any conduct discriminatory in nature based on race, color, religion, national origin, disability, gender, sexual orientation, or any additional protected classes as instituted at the Federal, State or Local level. This Declaration prohibits any form of harassment or discrimination based on any of the protected classes identified above.

The Association, in its sole discretion, may charge a reasonable fee for processing each application. Each person that will reside in a Unit over the age of eighteen (18) years old shall be required to submit to and pay for a background check. Each person over the age of eighteen (18) years old who is financially responsible under the terms of the lease shall be required to submit to and pay for a credit check. The reasonable fee charged for processing each application may be established and changed by the Board of Directors by way of passing Rules and Regulations and shall be set at a lawful amount pursuant to Florida Statute 720, as it may be amended and/or renumbered from time to time. The fees charged for background checks and credit checks shall be established from the Board from time to time and based on the then prevailing rates charged to the Association by a third party vendor(s) retained by the Association for the provision of said services.

The Association may delegate all or a portion of its right to screen to any Neighborhood Association in which the Unit is located provided; however, the Neighborhood Association consents in writing to undertake the screening obligation, and has established a screening committee of at least three members appointed by the Neighborhood Association Board of Directors who are Unit Owners. Any committee so established and any Neighborhood Association establishing such committee shall execute in writing an agreement to perform the screening provided hereunder and shall comply with any and all provisions set forth in the Association's Declaration, Bylaws, and Rules and Regulations including this amendment and any subsequent amendments hereto. Notwithstanding an provision in this Declaration, a Neighborhood Association may establish rules and regulations more stringent than those set forth by the Association as to "good cause" for denial

of an application or applicant and/or prohibit rentals and/or leasing pursuant to the terms of their declarations as may be amended from time to time. Any Neighborhood Association performing and/or participating in the screening and/or approval and/or rejection of any lease and/or tenant agrees to indemnify, defend, and hold harmless the Association, its officers, directors, members, agent, attorneys and employees from and against any loss, cost, or damage of any kind including but not limited to reasonable attorneys' fees and costs to any extent arising out of and or related its breach of this Amendment, the screening of leases and/or tenants and the approval and/or rejection of same, and/or Neighborhood Associations negligence or willful misconduct.

Any and all lease approvals and/or rejections shall be made in writing and transmitted to the owner and applicant by the Association and/or the Neighborhood Association within 15 days of receipt of the completed written application. The Association shall not be required to consider an application that is not complete.

The Owner shall have the obligation and responsibility to advise the Tenant of his/her Unit of all Association's covenants, rules and regulations (including but not limited to the applicable pet restrictions contained in Article XII, Section 2 (e) as amended from time to time which as the date of this amendment permits no more than a total of two (2) domestic animals and prohibits Pit Bulls and dogs sharing the characteristics of Pit Bulls regardless of breed) appertaining to the use of the Unit and must make available to each Tenant copies of the Association Documents and each lease must state or if not stated therein, shall be automatically deemed to state that the Tenant will abide by the Association Documents and that the Association may take action in its own name to terminate the lease and to evict the Tenant pursuant to Florida Statute 83, as it may be amended and/or renumbered from time to time, upon default by the Tenant, guest or invitee in observing any of the provisions of the Association Documents or upon the Tenant, guest or invitee causing damage to Common Areas, and any expenses associated therewith, including attorney's fees and costs, to the extent not covered by any applicable security deposit in the possession of the Association, may be charged to the Owner and treated and collectable in the same manner as an Assessment.

If the Association approves of a proposed lease, and during the lease term the Owner becomes delinquent in the payment of an Assessment, and/or other charge of any nature, kind, or description due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant pursuant to Florida Statute 720, as it may be amended and/or renumbered from time to time.

Active Military Exceptions: Upon submission to the Association and/or Neighborhood Association of supporting documentation, members of the Armed Services on active duty and subject to deployment shall be exempt from the following Leasing Restrictions set forth herein:

Members of the Armed Services that qualify will be permitted to lease their Unit for a period of less than twelve months as necessary to lease the Unit for the duration of their deployment. In addition, any tenant that is an active member of the Armed Services will be permitted to enter into a lease for a period of less than 12 months as necessary during the terms of their deployment.

Upon lease approval, Tenant shall register a vehicle by providing to Association a description of any vehicle to be stored at the Unit and/or to be utilized by occupants parking at the Unit or within the Association from time to time, to include physical description, tag number, current insurance, and a copy of the registration. Tenants are not permitted to have more than 4 vehicles registered to any Unit originally constructed with a two (2) car garage and/or 6 vehicles registered to any Unit originally constructed with a three (3) car garage.

5. Article XII, Section 2 of the Declaration is hereby amended to add Subsection (qq) as follows:

(qq) Lease/Rental Security Deposit. As a condition of approval by the Association of a proposed lease of a Unit, the Association has the authority to require a security deposit from Owners which will be deposited into an account maintained by the Association as permitted by Florida Law. The amount of the security deposit may be established and changed by the Board of Directors by way of passing Rules and Regulations and shall be set at a lawful amount per Florida Statute 720 as it may be amended and/or renumbered from time to time. Notwithstanding the foregoing the Security Deposit shall not exceed one months rent and /or value of one months rent, as determined by the Board of Directors, if rent is not being charged by the landlord. Any expense incurred by the Association in connection with a Tenant's and/or tenant's guest, invitee, and/or licensee's, breach of the Association Documents or damage to Common Areas that occurs during the term of the lease, including but not limited to expenses for attorney's fees and costs, or maintenance, repair or replacement of Common Areas or performance of maintenance that the Tenant failed to perform that the Association has undertaken, may be reimbursed to the Association immediately upon the Association providing written notice to the Owner of such reimbursement from the security deposit. In the event any such

expenses incurred by the Association exceed the amount of the security deposit, those expenses shall be due and owing to the Association by both the Tenant and applicable Owner who shall each be jointly and severally liable to the Association for the total amount, which shall also be treated and collectable the same as an Assessment. In the event that the Association documents exercise its right to reimbursement from the security deposit, in whole or in part, the Owner shall ensure that the security deposit is replenished to the full original amount within no more than fourteen (14) days from the date of the written notice provided by the Association under this paragraph. Any and all lease renewals must be approved by the Association and Neighborhood Association at least 30 days prior to the expiration of the current lease. If the Owner shall lease his Unit, he/she shall remain liable for the performance of all terms, provisions and covenants in the Association Documents and shall be jointly and severally liable for the violations by his/her Tenant and his/her Tenant's guests, invitees and licensees or any and all use restriction

6. Article XII, Section 2 of the Declaration is hereby amended to add Subsection (rr) as follows:

(rr) Rental Cap Restrictions. Notwithstanding any other provision to the contrary contained in this Declaration, effective upon recording of this provision, no greater than Ten percent (10%) of the total number of Units within the Association and/or any individual Sub-Association and/or neighborhood may be leased or rented at any one time. However, if greater than ten percent (10%) of the Units within the Association and/or any individual Sub-Association and/or neighborhood are presently leased or rented upon the recording of this provision, the leasing of those Units will be permitted until the expiration of said Unit's present lease agreement or renewal of the lease with the same tenant(s), or until the tenant(s) vacate the Unit, whichever comes first. No Unit shall be leased or rented within the first twelve (12) calendar months from the time the Owner acquired title to such Unit. In the event the Unit is rented or leased or otherwise subject to rental occupancy at the time of acquisition of title, such leasehold interest shall be permitted and the aforementioned twelve (12) month prohibition shall commence upon the termination of said leasehold interest. The procedures and restrictions upon leasing contained in Article XII, shall continue to be observed in conformity with the provisions of this new Section 2(rr). In the event of any conflict between the terms and conditions of this new Section 2(rr) and any other provisions of the Declaration, the

terms and conditions of this new Section 2(rr) shall prevail and control.

Upon reaching the Maximum Approved Lease Percentage, no further leasing shall be permitted. In the event the current occupants of a Unit do not renew the existing lease and or the property becomes vacant said Unit shall be subject to the Maximum Approved Lease Percentage restriction contained herein. Upon reaching the Maximum Approved Lease Percentage, Owners desiring to lease his/her Unit shall be placed on a waiting list, maintained by the Association in order of the date of the Owner's request (chronological order), until such time as the total number of leased Units is less than the Maximum Approved Lease Percentage. Once the total number of leased Units is less than the Maximum Approved Lease Percentage, the Association shall notify Owners on the waiting list in writing in the order the waiting list is maintained of the Owner's opportunity to lease the Unit. The Owner shall have fifteen (15) days from the date of the notice from Association to notify the Association in writing of whether Owner intends to lease the Unit. Said notice by Owner must be delivered to the Association by certified U.S. Mail return receipt requested. Upon the Association's receipt of a timely written notice by Owner setting forth his or her intention to lease the Unit, the Owner shall have thirty (30) calendar days to lease the Unit. Failure of the Owner to timely notify the Association of Owner's intent to lease the Unit and/or failure to lease the Unit within the time frames set forth herein shall result in the Owner's name being placed at the end of the waiting list and the opportunity to lease being offered to the next owner on said list.

Active Military Exceptions: Upon submission to the Association and Neighborhood Association of supporting documentation, members of the Armed Services on active duty and subject to deployment shall be exempt from the following Leasing Restrictions set forth herein: Members of the Armed Services that qualify will not be subject to the Rental Cap Restriction, and are permitted to lease their Unit for the duration of their deployment.

7. Article XII, Section 2 of the Declaration is hereby amended to add Subsection (ss) as follows:

(ss) Grandfather Clause: Within forty-five days of the recordation of this amendment into the Public Records of Broward County, Florida, any Owner currently leasing their Unit shall be required to advise the Association that their Unit is leased, and furnish a copy of said lease to the Association along with all pertinent information related to the Tenant(s) including but not limited to the Tenants names, contact information, vehicle information. Such

lease shall be grandfathered in for the duration of the lease including any renewal thereof. However, such Unit will be subject to the Association and Neighborhood Association's screening and approval process with respect to any new lease related to the Unit.

8. Article XII, Section 2 of the Declaration is hereby amended to add Subsection (tt) as follows:

(tt) Limitation on Total Number of Units Owned: As the Association is designed to be a residential community, from the effective date of this amendment, no ownership interest whether beneficial and/or legal of any type or description, including but not limited to individual Owners, joint owners, partial ownership, natural persons, Corporations, Corporations and/or other entities with common ownership and or common control, Limited Liability Company, Trust, fictitious name, or other entity of any type nature or description may simultaneously own more than ten (10) Units within the Association ("Ownership Interest"). For the purposes of this amendment Ownership Interest shall include whole and/or partial ownership or interest and/or control, beneficial and/or legal interest whether in whole or in part and shall include all Corporations and/or other entities with common ownership and or common control. To the extent an ownership interest presently holds title to more than ten (10) units within the Association, such ownership interest shall be grandfathered as of the date of this amendment however no further purchases shall be permitted/approved over 10 units total.

9. All other section of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 18th day of December, 2020.

Witness

By: Yara Hernandez
Print: Yara Hernandez

By: _____
Print: _____

By: _____
Print: _____

By: _____
Print: _____

SILVERLAKES COMMUNITY ASSOCIATION, INC.

By: [Signature]
Print: ROBERT GARCIA
Title: President

By: Colleen Cheney
Print: COLLEEN CHENEY
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)



Ana M. Reyes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG233100
Expires 7/6/2022

The foregoing instrument was acknowledged before me this 18th day of December, 2020 by Robert Garcia as President and by Colleen Cheney as Secretary, respectively of Silverlakes Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced _____ as identification and did/did not take an oath

Ana M. Reyes
Signature of Notary

My Commission Expires: 7/6/2022