



Lakeview Courts
AT JACARANDA

H O M E O W N E R S A S S O C I A T I O N

D O C U M E N T S

85- 84935

revised 12/12/84

DECLARATION OF RESTRICTIONS

AND PROTECTIVE COVENANTS

FOR

LAKEVIEW COURTS AT JACARANDA

THIS DECLARATION is made this 28th day of February, 1985, by SOUTH FLORIDA LAND INVESTMENTS, INC., a Florida corporation, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

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

(a) "Association" shall mean and refer to the LAKEVIEW COURTS AT JACARANDA Homeowners Association, a Florida corporation not-for-profit, which is to be incorporated.

(b) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Access Areas" shall mean and refer to the portion of the Properties described in Article II that is subject to the ease-

Bauman, Wuerenborg,

South Florida University, Darden

1247 North University, Darden

2100-100, FL.

4752/177

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ments for common use by all Owners for pedestrian and vehicular traffic as set forth in Section 1 of Article IV and as shown on the Plan of LAKEVIEW COURTS AT JACARANDA attached hereto as Exhibit "B", to the easements reserved for the installation and maintenance of utilities as set forth in Section 5 of Article VI, and also all of the properties described in Exhibit "C", as lakes, canals and recreation areas.

(d) "Lot" shall mean and refer to any Lot within the property described in Article II and any Lot shown upon any resubdivision of such property, which underlies the townhouse of an Owner. A description of all Lots is shown in Exhibit "D" attached hereto. The Developer reserves the right to adjust the boundary lines between Lots at any time after submission and approval of such change by the City of Plantation or its appropriate review committee, provided that if at the time of such adjustment fee simple title to either Lot which abuts said adjusted boundary is owned of record by a party or parties other than the Developer, the consent of said party or parties must be obtained for said boundary adjustment.

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

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

Property Subject to This Declaration;

Additions Thereto

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied sub-

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ject to this Declaration is located in Broward County, Florida, and is more particularly described in Exhibit "A" attached hereto and made a part hereof; all of which real property shall hereinafter be referred to as the "Properties". Developer may from time to time bring additional land under the provisions hereof by recording supplemental declarations containing legal descriptions of real estate which shall thereafter be deemed to be included in the Properties covered by this Declaration for all purposes. Except as to the contiguous property currently owned by Developer, as described in Exhibit "A-I" hereto and included in the site plan of LAKEVIEW COURTS AT JACARANDA as approved by the City of Plantation, any further addition of property is subject to approval and consent of the City of Plantation.

Section 2. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be affected without the consent of the City of Plantation.

ARTICLE III

to any portion of said Properties including any lands brought under the provisions hereof by recorded supplemental declarations in accordance with Article II.

ARTICLE IV

Property Rights in the Access Areas

Section 1. Members' Easements. Each Member of the Association, and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the roadways from time to time laid out on the Access Areas, as shown on Exhibit "B" for use in common with all other such Members, their tenants, agents and invitees. The portion of the parcels described in Exhibit "C" not used from time to time for roadways and those portions designated as sidewalks and swale areas, shall be for the common use and enjoyment of the Members of the Association, and each Member shall have the right and privilege to use of the same as common open space in such manner as may be regulated by the Association.

Section 2. Easements Appurtenant. The easement provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary the paving, drainage structures, street lighting fixtures, recreational areas and facilities, canals, lakes including shore line and docks, and landscaping situated on the Access Areas, all such work to be done as ordered by the Board of Directors of such Association acting on a majority vote of the Board members. Maintenance of said street lighting fixtures and recreational facilities shall include and

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extend to payment for all electricity or other utilities used in connection therewith. All work pursuant to this Section 3 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article V hereof.

Section 4. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as created pursuant to Section 5 of Article VI, shall be as reasonably required by the public utilities serving the property and in accordance with the applicable provisions of this Declaration.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across all parts of the Access Areas.

Section 6. Ownership. Prior to the conveyance by Developer of the last Lot, parcels described on Exhibit "C" shall be conveyed to the Association, which shall accept such conveyance. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Access Areas, such maintenance to be in a continuous and satisfactory manner without cost to the general taxpayers of the City of Plantation, and the Association shall be responsible for the payment of taxes assessed against the parcels named above which are owned by it and any improvements and any personal property on such parcels, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Access Areas during the periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Access Areas that Developer elects to build.

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ARTICLE V

Association-Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within the Properties described in Article II, hereby covenants (subject to the provisions of Section 10 hereof), and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Access Areas as provided in Article IV hereof, including such reasonable reserves as the Association may deem necessary, special assessments as provided in Section 4 hereof and assessments for maintenance as provided in Section 3 hereof, such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Association, shall be against all Lots subject to its jurisdiction equally. Should the Association fail to adequately maintain the roads or landscaping on the access areas, after thirty (30) days notice to do so by the City of Plantation, the City of Plantation shall have and is hereby given the same rights and powers that are provided to the Association concerning the right to assess each owner for the maintenance of the roads and landscaping, including the creation and enforcement of assessments and liens.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance of the Access Areas as provided in Article IV hereof, for maintenance as provided in Section 3 hereof, for capital improvements as provided in Section 4 hereof; or to promote the health, safety, and welfare of the Members of the Association and their families residing with them, their guests and tenants.

Section 3. Exterior Maintenance.

(a) Each Owner shall maintain the structures and grounds on said Owner's Lot, at all times in a neat and attractive manner, with the exception of the portion of such Lot and structure to be maintained by the Association or which the Association may hereafter decide to maintain pursuant to this Section. Upon the Owner's failure to meet the requirements for attractive maintenance as set forth in this Section 3 of Article IV, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the foliage trimmed and maintained in proper order and the structure kept in clean and neat appearance, when and as often as the same is necessary in its judgment, and have any portion of the Lot resodded or landscaped, and all expenses of the Association under this Section shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

(b) The Association shall have the obligation of maintenance and replacement if, or when necessary, of the exterior portions of all structures and the roofs thereof. All exterior painting

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shall be performed by the Association at its expense unless the same is required by reason of the negligence or abuse of property by an Owner or occupant, in which event the cost thereof shall be charged solely to the abusive Owner and be a lien on his property. The Association shall establish such reserves to be collected as part of the monthly assessments as may be necessary to provide for the costs of the above maintenance in their normal course.

(c) In the event repairs, maintenance or reconstruction on any Lot shall be necessary, and the only practicable access to the subject Lot to accomplish said repairs, maintenance or reconstruction necessitates crossing the rear yard (or, where a party wall does not exist, the side yard) of another Lot or Lots, all necessary entries over the rear ten feet of said other Lot or Lots (or, in the event of side yards, over the ten-foot strip running along the side of said Lot not affected by a party wall) shall not be deemed a trespass as long as said entries are made at reasonable hours on any day except Sunday, and provided further that said entries do not interfere with any improvements or use of said Lot or Lots. The easement granted herein shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Capital Improvements. Funds necessary for capital improvements relating to the Access Areas including purchase of personal property to be used in connection with the recreational areas which exceed \$2,500.00 in any calendar year, may be levied by the Association as special assessments, upon approval of a majority of the Board of Directors of such Association and upon approval by two-thirds favorable vote of the Members of such Association voting at a meeting or by ballot as may be provided in the By-Laws of such Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article V

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shall commence on the first day of the month next following the recording of these covenants.

The annual assessments shall be payable in monthly or quarter-annual installments as determined by the Board of Directors of the Association.

The initial annual assessment shall be payable in equal monthly installments of \$39.00 per Lot, until the amount of the assessment is changed by action of said Board of Directors. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. The assessment shall be for a twelve (12) month period ending December 31 or such other fiscal year as the Board of Directors may determine by a majority vote, but the amount of the annual assessment to be levied during any period shorter than a full fiscal year shall be in proportion to the number of months remaining in such fiscal year.

The due date of any special assessment under Section 4 hereof shall be fixed by the Board resolution authorizing such assessment.



Section 6. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred and Sixty-eight Dollars (\$468.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum

annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 7. Notice and Quorum for any Action Requiring Member Approval. Written notice of any meeting called for the purpose of taking any action requiring member approval shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 9. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due

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dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Duties of the Board of Directors. Except for the initial assessment specified in Section 5, the Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot subject to the Association's jurisdiction for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein as stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation.

Section 11. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien, Remedies of the

Association. If the assessments are not paid on the date when due (being the date specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of fifteen percent (15%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 12. Subordination of the Lien to Mortgagees.

The lien of the assessments provided for in this Article V shall be subordinate to the lien of any mortgage recorded prior to the recor-

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dation of the claim of lien, which mortgage encumbers any Lot to any institutional lender and which is now or hereafter placed upon any property subject to assessment; provided, further, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any mortgagee who acquires title at a foreclosure sale, or any mortgagee acquiring a deed in lieu of foreclosure shall not be responsible for the payment of any assessment charges whether they have accrued prior to the date upon which possession and/or title is so obtained or whether said assessments are imposed thereafter except during such time that the residential unit is leased to a third party. Any third party purchaser at a foreclosure sale or from a mortgagee in title and all persons claiming by, through or under such purchaser shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 8, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment by the assessing Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 13. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, to enter upon said owner's Lot at reasonable hours on any day except Sunday to either provide maintenance to said Lot or to obtain access to another Lot to which maintenance is to be provided.

ARTICLE VI

Covenants

Section 1. Applicability. The provisions of this Article VI shall be applicable to all of the Lots located on the Properties.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family, attached dwelling not to exceed two stories in height. Temporary uses for model homes, parking lots and/or sales offices shall be permitted until January 1, 1991, or until permanent cessation of such uses takes place, whichever is earlier.

Section 3. Changes in Buildings. No Owner shall make or permit any structural modification or alteration of any building, or addition or removal of any landscape material over 4 feet in height or expected to grow to a height in excess of 4 feet, except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successor, and consent may be withheld if in the sole discretion of the party or parties requested to give the same it appears that such structural or landscape modification or alteration would affect or in any manner endanger other dwelling units or would violate any restrictions affecting the subject property. No building shall be demolished or removed without the additional prior written consent of all Owners of all other dwelling units with which such building was connected at the time of its construction, and also the prior written consent of Developer, or its successor. Developer shall have the right but shall not be obligated to assign all of its rights and privileges under this Section 3 to the Association.

Section 4. Nuisances and Removal Thereof. The Association has the right, power and duty to establish such rules and

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regulations for the maintenance of the common properties. It is the intention of the parties that no trash or refuse be allowed to be placed, or suffered to remain anywhere within the common properties or on the lands of the individual lots or living units, and that such lands shall be kept free from such conditions and in a clean and tidy condition and free of conditions obnoxious to the eye or emitting foul or obnoxious odors, and that all structures and improvements built on such lands, and appurtenant thereto, be kept in good condition, repair and appearance by the party for whose benefit the same is maintained. Similarly, no lot or living unit shall be used in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties, and such activity may be enjoined by the Developer or the Association.

Section 5. Commercial Trucks, Trailers and Boats. In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles and no boats, housetrailers, boat trailers or trailers of any other description, nor recreational vehicles as defined by the Broward County Zoning Ordinances or Regulations in effect from time to time shall be permitted to be parked or to be stored at any place on any Lot.

Section 6. Garbage and Trash Disposal. No garbage, refuse or rubbish shall be deposited or kept on any Lot except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property or common areas. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 7. Signs. Without the express approval of the Architectural Control Committee, no sign of any kind shall be displayed to the public view on any Lot except one sign of not more

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than one (1) square foot used to indicate the name of the resident, or signs used by a builder to advertise the property during the construction and sales period.

Section 8. Livestock, Poultry and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to the neighborhood.

Section 9. Clotheslines. All clotheslines or drying yards shall be located in the rear yard of the Lot and between the two side lines of the building thereon extended to the rear lot line, and the same shall be screened from neighboring properties by landscaping, lattices or other approved screening.

Section 10. Radio and TV Antennas. No exposed radio or TV antennas shall be permitted on the properties.

Section 11. Architectural Control Board. The Board of Directors of the Association shall establish an Architectural Control Board to perform the functions of such entity as established herein.

Section 12. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The landscaping, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, which are not maintained by the Association pursuant to Section 3 of Article IV, shall be maintained by the Owner

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as originally installed by the Developer unless the prior approval for any change is obtained from the Architectural Control Board. Aluminum foil may not be placed on windows or glass doors. No Owner shall place any furniture, equipment, or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall. No owner shall place any objects such as bicycles, toys, barbeques, etc. on the rear patio of any dwelling unit unless concealed from view of any contiguous residential units; except, however, customary outdoor furniture.

Section 13. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer, and except any approved by the Architectural Control Board and the City of Plantation or its appropriate review committee.

Section 14. Damage to Buildings. Except to the extent repairs are the obligation of the Association, in the event a dwelling unit is damaged, through act of God or other casualty, unless the insurance proceeds received in respect thereto are required by an institutional mortgagee in reduction of its mortgage, that Lot Owner shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair or rebuilding of the dwelling unit to comply with this responsibility, and to promptly contract for and assure the completion of repairs to the exterior and roof of any premises which are the obligations of the Association. To accomplish the requirements of this section, each Owner, and to the extent the Association has a responsibility to the Association, the Association shall insure each structure at the highest insurable value.

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ARTICLE VII

Party Walls

Section 1. General. Each wall built as part of the original construction of the dwellings upon the Properties and placed on the dividing line between Lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his Lot, with a cross-easement of support in the other portion. That portion of a party wall which constitutes a structural portion of only one dwelling unit shall be called a Unitary Party Wall and the Owner of the dwelling unit of which such Unitary Party Wall is a part shall be known as the Responsible Owner. All other party walls shall be known as common party walls.

Section 2. Repair and Maintenance of Unitary Party Wall. Except as to exterior maintenance which is the obligation of the Association, the costs of reasonable repair and maintenance of a Unitary Party Wall shall be the responsibility of the Responsible Owner whose dwelling structure includes said wall.

Section 3. Destruction by Fire or Other Casualty of Unitary Party Wall. If a Unitary Party Wall is destroyed or damaged by fire or other casualty, the Responsible Owner whose dwelling structure included the wall, or the Association if responsible, shall restore the same, provided that no greater dimension of said Unitary Party Wall, or of any extension or restoration thereof shall be built than that existing prior to such fire or other casualty.

Section 4. Sharing of Repair and Maintenance of Common Party Walls. The costs of reasonable repair and maintenance of a common party wall shall be shared equally by the Owners who make use of the wall.

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Section 5. Destruction by Fire or Other Casualty of Common Party Walls. If a common party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, provided that no greater dimension of said wall or any extension or restoration thereof shall be built than that existing prior to such fire or other casualty. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution for the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article VII shall be appurtenant to the land and shall pass to such Owners' successors in title. Upon conveyance or other transfer of title the liability of the prior Owner shall cease.

Section 7. Easement for Repairs. In the event repairs, maintenance or reconstruction shall be necessary, all necessary entries on the adjacent dwelling or lot upon the Properties shall not be deemed a trespass so long as the repairs and reconstruction shall be done in workmanlike manner, and consent is hereby given to enter on adjacent dwellings to effect necessary repairs and reconstruction.

ARTICLE VIII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a

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term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, any Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Developer, the Association, any Owner, or the Architectural Control Board. All costs of enforcement, including but not limited to all attorneys' fees, costs of collection and costs of appeals, shall be the responsibility of the party violating said covenant or restriction.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

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way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or, alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided, that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained. No such Amendment shall become effective unless and until approved by the City of Plantation or its legal department.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

EXECUTED as of the day and year first above written.

Witnesses:

SOUTH FLORIDA LAND INVESTMENTS, INC.

BY: W. L. J.

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared Abraham Sucki
to me well known and known to me to be the President
of SOUTH FLORIDA LAND INVESTMENTS, INC., a Florida corporation, and
the person described in and who executed the foregoing instrument, and
acknowledged to and before me that he executed said instrument for the
purposes therein expressed.

WITNESS my hand and official seal, this 28th day of February
A.D., 1986.

James C. Bunt
Notary Public, State of Florida
at Large

My Commission Expires:

(SEAL)

OFFICE OF FLORIDA
NOTARY PUBLICS
JAN 17
1986

EXHIBIT "A"

DESCRIPTION

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Begin at the intersection of the Westerly property line of said Plat and the Northerly Right Of Way of Sunrise Boulevard as dedicated by said Plat; thence North 00°03'52" West along said Westerly property line, a distance of 337.06 feet; thence North 89°56'08" East, a distance of 140.00 feet; thence South 69°11'45" East, a distance of 66.78 feet; thence North 54°32'33" East, a distance of 47.00 feet; thence South 35°27'27" East, a distance of 73.14 feet; thence North 54°32'33" East, a distance of 47.00 feet; thence South 35°27'27" East, a distance of 35.00 feet; thence North 54°32'33" East, a distance of 43.82 feet; thence North 00°03'52" West, a distance of 59.73 feet; thence North 89°56'08" East, a distance of 75.91 feet to a point of curvature of a circular curve concave to the Southwest, having a radius of 20.00 feet and a central angle of 46°55'28"; thence Southeasterly along the arc of said curve, an arc distance of 16.38 feet to a point of tangency; thence South 43°08'24" East, a distance of 43.05 feet to a point of curvature of a circular curve concave to the Northeast, having a radius of 23.04 feet and a central angle of 46°55'28"; thence Northeasterly along the arc of said curve an arc distance of 18.87 feet to a point of compound curvature of a circular curve concave to the Northwest; having a radius of 24.14 feet and a central angle of 45°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 18.96 feet to a point of tangency; thence North 44°56'08" East, a distance of 40.77 feet to a point of curvature of a circular curve concave to the Southeast, having a radius of 20.00 feet and a central angle of 45°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 15.71 feet to a point of tangency; thence North 89°56'08" East, a distance of 101.58 feet; thence South 48°09'28" East, a distance of 68.38 feet; thence South 00°03'52" East, a distance of 142.00 feet; thence South 89°56'08" West, a distance of 50.64 feet; thence South 00°03'52" East, a distance of 161.67 feet; to a point on the previously described Northerly Right Of Way line of Sunrise Boulevard; thence South 89°56'08" West, a distance of 153.00 feet; thence South 00°03'52" East, a distance of 12.00 feet; thence South 89°56'08" West, a distance of 523.00 feet to the POINT OF BEGINNING, the last three described courses being along said Northerly Right Of Way line.

Containing 5.3495 acres more or less.

Bearings based on the Plat of Jacaranda Parcel 253, Plat Book 119, Page 24 of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

OFF 12394 PAGE 626

EXHIBIT "A"

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when magnified.

DESCRIPTION

1. PARCEL OF LAND IN THE NE 1/4 OF SECTION 32, TOWNSHIP 49 SOUTH, RANGE 41 EAST, SAID PARCEL INCLUDING
2. PORTION OF BLOCK 1 IN SAID SECTION 32, ACCORDING TO THE EVERGLADES PLANTATION COMPANY AMENDED
3. PLAT AS RECORDED IN PLAT BOOK 2, AT PAGE 7 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NE 1/4 OF SECTION 32; THENCE RUN S. 89° 56' 08" W. (ON AN ASSUMED
BEARING); 1,224.66 FEET ALONG THE NORTH LINE OF SAID NE 1/4.

THENCE RUN S. 0° 03' 52" E. 100 FEET,
THENCE RUN S. 0° 03' 52" E. 1067.00 FEET
TO THE POINT OF BEGINNING; THENCE
TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE
OF SW 1/4 BLVD, THENCE RUN S. 89° 56' 08" W. 1028.86 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE RUN
N. 0° 03' 52" E. 257 FEET TO AN INTERSECTION WITH A LINE 100 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES AND
THENCE RUN N. 89° 56' 08" E. 1088.86 FEET ALONG SAID
SAID NORTH LINE OF THE NE 1/4 OF SECTION 32; THENCE RUN N. 89° 56' 08" E. 1088.86 FEET ALONG SAID
ALSO FORMING THE SOUTH RIGHT OF WAY LINE OF THE OLD PLANTATION WATER CONTROL DISTRICT
TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE CITY OF PLANTATION, BROWARD COUNTY, FLORIDA

OFF 12394 PAGE 627
REC 12394 PAGE 627

EXHIBIT "A-I"

DESCRIPTION

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Begin at the intersection of the Westerly property line of said Plat and the Northerly Right Of Way of Sunrise Boulevard as dedicated by said Plat; thence North 00°03'52" West along said Westerly property line, a distance of 337.06 feet; thence North 89°56'08" East, a distance of 140.00 feet; thence South 69°11'45" East, a distance of 66.78 feet; thence North 54°32'33" East, a distance of 47.00 feet; thence South 35°27'27" East, a distance of 73.14 feet; thence North 54°32'33" East, a distance of 47.00 feet; thence South 35°27'27" East, a distance of 35.00 feet; thence North 54°32'33" East, a distance of 43.82 feet; thence North 00°03'52" West, a distance of 59.73 feet; thence North 89°56'08" East, a distance of 75.91 feet to a point of curvature of a circular curve concave to the Southwest, having a radius of 20.00 feet and a central angle of 46°55'28"; thence Southeasterly along the arc of said curve, an arc distance of 16.38 feet to a point of tangency; thence South 43°08'24" East, a distance of 43.05 feet to a point of curvature of a circular curve concave to the Northeast, having a radius of 23.04 feet and a central angle of 46°55'28"; thence Northeasterly along the arc of said curve an arc distance of 18.87 feet to a point of compound curvature of a circular curve concave to the Northwest; having a radius of 24.14 feet and a central angle of 45°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 18.96 feet to a point of tangency; thence North 44°56'08" East, a distance of 40.77 feet to a point of curvature of a circular curve concave to the Southeast, having a radius of 20.00 feet and a central angle of 45°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 15.71 feet to a point of tangency; thence North 89°56'08" East, a distance of 101.58 feet; thence South 48°09'28" East, a distance of 68.38 feet; thence South 00°03'52" East, a distance of 142.00 feet; thence South 89°56'08" West, a distance of 50.64 feet; thence South 00°03'52" East, a distance of 161.67 feet; to a point on the previously described Northerly Right Of Way line of Sunrise Boulevard; thence South 89°56'08" West, a distance of 153.00 feet; thence South 00°03'52" East, a distance of 12.00 feet; thence South 89°56'08" West, a distance of 523.00 feet to the POINT OF BEGINNING, the last three described courses being along said Northerly Right Of Way line.

Containing 5.3495 acres more or less.

Bearings based on the Plat of Jacaranda Parcel 253, Plat Book 119, Page 24 of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

LESS AND EXCEPT THOSE PARCELS DESCRIBED ON PAGES 1 THROUGH 8 hereof.

EXH. B. T "B"

OFF 12394 PAGE 628

DESCRIPTION 1-A:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, and its Easterly Extension, a distance of 544.14 feet; thence North 00°03'52" West, a distance of 250.67 feet to the POINT OF BEGINNING; thence North 00°03'52" West, a distance of 39.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 22.17 feet; thence North 44°56'08" East, a distance of 22.85 feet; thence North 89°56'08" East, a distance of 22.17 feet; thence North 00°03'52" West, a distance of 8.00 feet; thence North 89°56'08" East, a distance of 31.67 feet; thence South 00°03'52" East, a distance of 24.67 feet; thence North 89°56'08" East, a distance of 2.33 feet; thence South 00°03'52" East, a distance of 15.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 4.00 feet; thence South 89°56'08" West, a distance of 11.87 feet; thence South 00°03'52" East, a distance of 3.00 feet; thence South 89°56'08" West, a distance of 6.17 feet; thence South 44°56'08" West, a distance of 9.66 feet; thence South 00°03'52" East, a distance of 24.33 feet; thence South 89°56'08" West, a distance of 9.00 feet; thence South 00°03'52" East, a distance of 10.50 feet; thence South 89°56'08" West, a distance of 19.33 feet; thence North 00°03'52" West, a distance of 0.67 feet; thence North 89°56'08" East, a distance of 2.67 feet; thence North 00°03'52" West, a distance of 2.33 feet; thence South 89°56'08" West, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT B - PAGE 1

REC 12394 PAGE 629

DESCRIPTION 1-B:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way and its Easterly Extension, a distance of 713.14 feet; thence North 00°03'52" West, a distance of 250.67 feet to the POINT OF BEGINNING; thence North 00°03'52" West, a distance of 39.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 22.17 feet; thence North 45°03'52" West, a distance of 22.85 feet; thence South 89°56'08" West, a distance of 22.17 feet; thence North 00°03'52" West, a distance of 8.00 feet; thence South 89°56'08" West, a distance of 31.67 feet; thence South 00°03'52" East, a distance of 24.67 feet; thence South 89°56'08" West, a distance of 2.33 feet; thence South 00°03'52" East, a distance of 15.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 4.00 feet; thence North 89°56'08" East, a distance of 11.67 feet; thence South 00°03'52" East, a distance of 3.00 feet; thence North 89°56'08" East, a distance of 6.17 feet; thence South 45°03'52" East, a distance of 9.65 feet; thence South 00°03'52" East, a distance of 24.33 feet; thence North 89°56'08" East, a distance of 9.00 feet; thence South 00°03'52" East, a distance of 10.50 feet; thence North 89°56'08" East, a distance of 19.33 feet; thence North 00°03'52" West, a distance of 0.67 feet; thence South 89°56'08" West, a distance of 2.67 feet; thence North 00°03'52" West, a distance of 2.33 feet; thence North 89°56'08" East, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT B - PAGE 2

OFF 12394 PAGE 630

DESCRIPTION 28-A:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the Intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 25.10 feet; thence North 00°03'52" West, a distance of 236.34 feet to the POINT OF BEGINNING; thence North 00°03'52" West, a distance of 39.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 22.17 feet; thence North 44°56'08" East, a distance of 22.85 feet; thence North 89°56'08" East, a distance of 22.17 feet; thence North 00°03'52" West, a distance of 8.00 feet; thence North 89°56'08" East, a distance of 31.67 feet; thence South 00°03'52" East, a distance of 24.67 feet; thence North 89°56'08" East, a distance of 2.33 feet; thence South 00°03'52" East, a distance of 15.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 4.00 feet; thence South 89°56'08" West, a distance of 11.67 feet; thence South 00°03'52" East, a distance of 3.00 feet; thence South 89°56'08" West, a distance of 6.17 feet; thence South 44°56'08" West, a distance of 9.66 feet; thence South 00°03'52" East, a distance of 24.33 feet; thence South 89°56'08" West, a distance of 9.00 feet; thence South 00°03'52" East, a distance of 10.50 feet; thence South 89°56'08" West, a distance of 19.33 feet; thence North 00°03'52" West, a distance of 0.67 feet; thence North 89°56'08" East, a distance of 2.67 feet; thence North 00°03'52" West, a distance of 2.33 feet; thence South 89°56'08" West, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT B - PAGE 3

OFF 12394 PAGE 631

DESCRIPTION 28-B:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 194.10 feet; thence North 00°03'52" West, a distance of 236.34 feet to the POINT OF BEGINNING; thence North 00°03'52" West, a distance of 39.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 22.17 feet; thence North 45°03'52" West, a distance of 22.85 feet; thence South 89°56'08" West, a distance of 22.17 feet; thence North 00°03'52" West, a distance of 8.00 feet; thence South 89°56'08" West, a distance of 31.67 feet; thence South 00°03'52" East, a distance of 24.67 feet; thence South 89°56'08" West, a distance of 2.33 feet; thence South 00°03'52" East, a distance of 15.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 4.00 feet; thence North 89°56'08" East, a distance of 11.67 feet; thence South 00°03'52" East, a distance of 3.00 feet; thence North 89°56'08" East, a distance of 6.17 feet; thence South 45°03'52" East, a distance of 9.65 feet; thence South 00°03'52" East, a distance of 24.33 feet; thence North 89°56'08" East, a distance of 9.00 feet; thence South 00°03'52" East, a distance of 10.50 feet; thence North 89°56'08" East, a distance of 19.33 feet; thence North 00°03'52" West, a distance of 0.67 feet; thence South 89°56'08" West, a distance of 2.67 feet; thence North 00°03'52" West, a distance of 2.33 feet; thence North 89°56'08" East, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT B - PAGE 4

OFF 12394 PAGE 632

DESCRIPTION 29-A

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North $89^{\circ}56'08''$ East along said Northerly Right-of-Way, a distance of 25.10 feet; thence North $00^{\circ}03'52''$ West, a distance of 170.67 feet to the POINT OF BEGINNING; thence South $00^{\circ}03'52''$ East, a distance of 39.34 feet; thence North $89^{\circ}56'08''$ East, a distance of 8.00 feet; thence South $00^{\circ}03'52''$ East, a distance of 22.17 feet; thence South $45^{\circ}03'52''$ East, a distance of 22.85 feet; thence North $89^{\circ}56'08''$ East, a distance of 22.17 feet; thence South $00^{\circ}03'52''$ East, a distance of 8.00 feet; thence North $89^{\circ}56'08''$ East, a distance of 31.67 feet; thence North $00^{\circ}03'52''$ West, a distance of 24.67 feet; thence North $89^{\circ}56'08''$ East, a distance of 2.33 feet; thence North $00^{\circ}03'52''$ West, a distance of 15.34 feet; thence South $89^{\circ}56'08''$ West, a distance of 8.00 feet; thence North $00^{\circ}03'52''$ West, a distance of 4.00 feet; thence South $89^{\circ}56'08''$ West, a distance of 11.67 feet; thence North $00^{\circ}03'52''$ West, a distance of 3.00 feet; thence South $89^{\circ}56'08''$ West, a distance of 6.17 feet; thence North $45^{\circ}03'52''$ West, a distance of 9.65 feet; thence North $00^{\circ}03'52''$ West, a distance of 24.33 feet; thence South $89^{\circ}56'08''$ West, a distance of 9.00 feet; thence North $00^{\circ}03'52''$ West, a distance of 10.50 feet; thence South $89^{\circ}56'08''$ West, a distance of 19.33 feet; thence South $00^{\circ}03'52''$ East, a distance of 0.67 feet; thence North $89^{\circ}56'08''$ East, a distance of 2.67 feet; thence South $00^{\circ}03'52''$ East, a distance of 2.33 feet; thence South $89^{\circ}56'08''$ West, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT B - PAGE 5

OFF 12394 PAGE 633

DESCRIPTION 2

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 194.10 feet; thence North 00°03'52" West, a distance of 170.67 feet to the POINT OF BEGINNING; thence South 00°03'52" East, a distance of 39.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 22.17 feet; thence South 44°56'08" West, a distance of 22.85 feet; thence South 89°56'08" West, a distance of 22.17 feet; thence South 00°03'52" East, a distance of 8.00 feet; thence South 89°56'08" West, a distance of 31.67 feet; thence North 00°03'52" West, a distance of 24.67 feet; thence South 89°56'08" West, a distance of 2.33 feet; thence North 00°03'52" West, a distance of 15.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 4.00 feet; thence North 89°56'08" East, a distance of 11.67 feet; thence North 00°03'52" West, a distance of 3.00 feet; thence North 89°56'08" East, a distance of 6.17 feet; thence North 44°56'08" East, a distance of 9.66 feet; thence North 00°03'52" West, a distance of 24.33 feet; thence North 89°56'08" East, a distance of 9.00 feet; thence North 00°03'52" West, a distance of 10.50 feet; thence North 89°56'08" East, a distance of 19.33 feet; thence South 00°03'52" East, a distance of 0.67 feet; thence South 89°56'08" West, a distance of 2.67 feet; thence South 00°03'52" East, a distance of 2.33 feet; thence North 89°56'08" East, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT B - PAGE 6

OFF 12394 PAGE 633A

DESCRIPTION 30-A:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as reported in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 230.10 feet; thence North 00°03'52" West, a distance of 170.67 feet to the POINT OF BEGINNING; thence South 00°03'52" East, a distance of 39.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 22.17 feet; thence South 45°03'52" East, a distance of 22.85 feet; thence North 89°56'08" East, a distance of 22.17 feet; thence South 00°03'52" East, a distance of 8.00 feet; thence North 89°56'08" East, a distance of 31.67 feet; thence North 00°03'52" West, a distance of 24.67 feet; thence North 89°56'08" East, a distance of 2.33 feet; thence North 00°03'52" West, a distance of 15.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 11.67 feet; thence South 89°56'08" West, a distance of 3.00 feet; thence South 89°56'08" West, a distance of 6.17 feet; thence North 45°03'52" West, a distance of 9.65 feet; thence North 00°03'52" West, a distance of 24.33 feet; thence South 89°56'08" West, a distance of 9.00 feet; thence North 00°03'52" West, a distance of 10.50 feet; thence South 89°56'08" West, a distance of 19.33 feet; thence South 00°03'52" East, a distance of 0.67 feet; thence North 89°56'08" East, a distance of 2.67 feet; thence South 00°03'52" East, a distance of 2.33 feet; thence South 89°56'08" West, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT B - PAGE 7

DESCRIPTION 30-B:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 399.10 feet; thence North 00°03'52" West, a distance of 170.67 feet to the POINT OF BEGINNING; thence South 00°03'52" East, a distance of 39.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 22.17 feet; thence South 44°56'08" West, a distance of 22.85 feet; thence South 89°56'08" West, distance of 22.17 feet; thence South 00°03'52" East, a distance of 8.00 feet; thence North 89°56'08" West, a distance of 31.67 feet; thence North 00°03'52" West, a distance of 24.67 feet; thence South 89°56'08" West, a distance of 2.33 feet; thence North 00°03'52" West, a distance of 15.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 4.00 feet; thence North 89°56'08" East, a distance of 11.67 feet; thence North 00°03'52" West, a distance of 3.00 feet; thence North 89°56'08" East, a distance of 6.17 feet; thence North 44°56'08" East, a distance of 9.66 feet; thence North 00°03'52" West, a distance of 24.33 feet; thence North 89°56'08" East, a distance of 9.00 feet; thence North 00°03'52" West, a distance of 10.50 feet; thence North 89°56'08" East, a distance of 19.33 feet; thence South 00°03'52" East, a distance of 0.67 feet; thence South 89°56'08" West, a distance of 2.67 feet; thence South 00°03'52" East, a distance of 2.33 feet; North 89°56'08" East, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

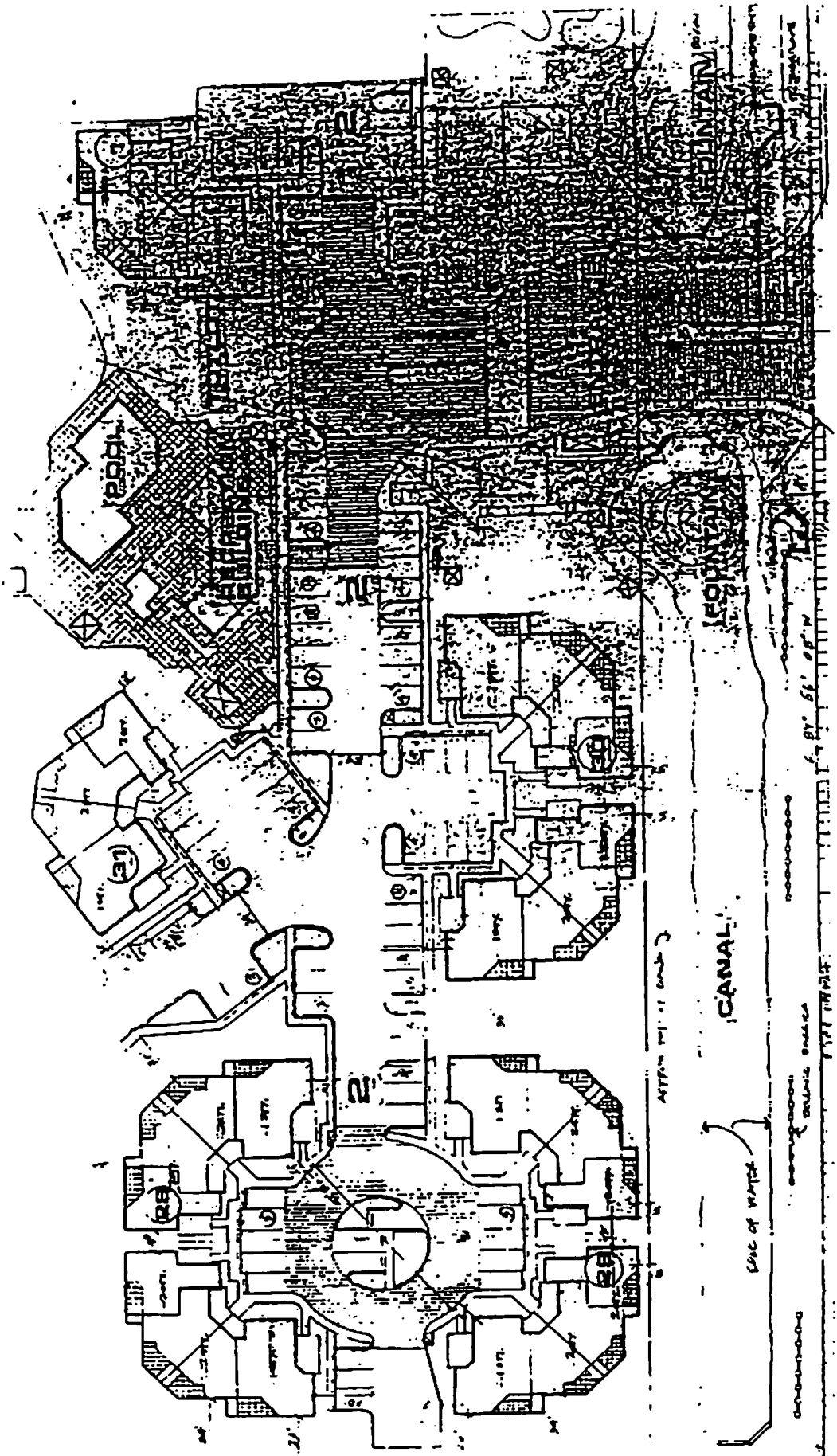
EXHIBIT B - PAGE 8

REVISIONS

SCALE: None

U N I T I N U O I N U O I

OFF 12394 PAGE 635



REF. 12394 WHE 650

DESCRIPTION 1-A:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, and its Easterly Extension, a distance of 544.14 feet; thence North 00°03'52" West, a distance of 250.67 feet to the POINT OF BEGINNING; thence North 00°03'52" West, a distance of 39.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 22.17 feet; thence North 44°56'08" East, a distance of 22.85 feet; thence North 89°56'08" East, a distance of 22.17 feet; thence North 00°03'52" West, a distance of 8.00 feet; thence North 89°56'08" East, a distance of 31.67 feet; thence South 00°03'52" East, a distance of 24.67 feet; thence North 89°56'08" East, a distance of 2.33 feet; thence South 00°03'52" East, a distance of 15.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 4.00 feet; thence South 89°56'08" West, a distance of 11.67 feet; thence South 00°03'52" East, a distance of 3.00 feet; thence South 89°56'08" West, a distance of 6.17 feet; thence South 44°56'08" West, a distance of 9.66 feet; thence South 00°03'52" East, a distance of 24.33 feet; thence South 89°56'08" West, a distance of 9.00 feet; thence South 00°03'52" East, a distance of 10.50 feet; thence South 89°56'08" West, a distance of 19.33 feet; thence North 00°03'52" West, a distance of 0.67 feet; thence North 89°56'08" East, a distance of 2.67 feet; thence North 00°03'52" West, a distance of 2.33 feet; thence South 89°56'08" West, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT D - PAGE 1

OFF REC 12394 PAGE 637

DESCRIPTION 1-B:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way and its Easterly Extension, a distance of 713.14 feet; thence North 00°03'52" West, a distance of 250.67 feet to the POINT OF BEGINNING; thence North 00°03'52" West, a distance of 39.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 22.17 feet; thence North 45°03'52" West, a distance of 22.85 feet; thence South 89°56'08" West, a distance of 22.17 feet; thence North 00°03'52" West, a distance of 8.00 feet; thence South 89°56'08" West, a distance of 31.67 feet; thence South 00°03'52" East, a distance of 24.67 feet; thence South 89°56'08" West, a distance of 2.33 feet; thence South 00°03'52" East, a distance of 15.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 4.00 feet; thence North 89°56'08" East, a distance of 11.67 feet; thence South 00°03'52" East, a distance of 3.00 feet; thence North 89°56'08" East, a distance of 6.17 feet; thence South 45°03'52" East, a distance of 9.65 feet; thence South 00°03'52" East, a distance of 24.33 feet; thence North 89°56'08" East, a distance of 9.00 feet; thence South 00°03'52" East, a distance of 10.50 feet; thence North 89°56'08" East, a distance of 19.33 feet; thence North 00°03'52" West, a distance of 0.67 feet; thence South 89°56'08" West, a distance of 2.67 feet; thence North 00°03'52" West, a distance of 2.33 feet; thence North 89°56'08" East, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT D - PAGE 2

OFF 12394 PAGE 638

DESCRIPTION 28-A:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 25.10 feet; thence North 00°03'52" West, a distance of 236.34 feet to the POINT OF BEGINNING; thence North 00°03'52" West, a distance of 39.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 22.17 feet; thence North 44°56'08" East, a distance of 22.85 feet; thence North 89°56'08" East, a distance of 22.17 feet; thence North 00°03'52" West, a distance of 8.00 feet; thence North 89°56'08" East, a distance of 31.67 feet; thence South 00°03'52" East, a distance of 24.67 feet; thence North 89°56'08" East, a distance of 2.33 feet; thence South 00°03'52" East, a distance of 15.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 4.00 feet; thence South 89°56'08" West, a distance of 11.67 feet; thence South 00°03'52" East, a distance of 3.00 feet; thence South 89°56'08" West, a distance of 6.17 feet; thence South 44°56'08" West, a distance of 9.66 feet; thence South 00°03'52" East, a distance of 24.33 feet; thence South 89°56'08" West, a distance of 9.00 feet; thence South 00°03'52" East, a distance of 10.50 feet; thence South 89°56'08" West, a distance of 19.33 feet; thence North 00°03'52" West, a distance of 0.67 feet; thence North 89°56'08" East, a distance of 2.67 feet; thence North 00°03'52" West, a distance of 2.33 feet; thence South 89°56'08" West, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT D - PAGE 3

REC 12394 PAGE 639

DESCRIPTION 28-B:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North $89^{\circ}56'08''$ East along said Northerly Right-of-Way, a distance of 194.10 feet; thence North $00^{\circ}03'52''$ West, a distance of 236.34 feet to the POINT OF BEGINNING; thence North $00^{\circ}03'52''$ West, a distance of 39.34 feet; thence South $89^{\circ}56'08''$ West, a distance of 8.00 feet; thence North $00^{\circ}03'52''$ West, a distance of 22.17 feet; thence North $45^{\circ}03'52''$ West, a distance of 22.85 feet; thence South $89^{\circ}56'08''$ West, a distance of 22.17 feet; thence North $00^{\circ}03'52''$ West, a distance of 8.00 feet; thence South $89^{\circ}56'08''$ West, a distance of 31.67 feet; thence South $00^{\circ}03'52''$ East, a distance of 24.67 feet; thence South $89^{\circ}56'08''$ West, a distance of 2.33 feet; thence South $00^{\circ}03'52''$ East, a distance of 15.34 feet; thence North $89^{\circ}56'08''$ East, a distance of 8.00 feet; thence South $00^{\circ}03'52''$ East, a distance of 4.00 feet; thence North $89^{\circ}56'08''$ East, a distance of 11.67 feet; thence South $00^{\circ}03'52''$ East, a distance of 3.00 feet; thence North $89^{\circ}56'08''$ East, a distance of 6.17 feet; thence South $45^{\circ}03'52''$ East, a distance of 9.65 feet; thence South $00^{\circ}03'52''$ East, a distance of 24.33 feet; thence North $89^{\circ}56'08''$ East, a distance of 9.00 feet; thence South $00^{\circ}03'52''$ East, a distance of 10.50 feet; thence North $89^{\circ}56'08''$ East, a distance of 19.33 feet; thence North $00^{\circ}03'52''$ West, a distance of 0.67 feet; thence South $89^{\circ}56'08''$ West, a distance of 2.67 feet; thence North $00^{\circ}03'52''$ West, a distance of 2.33 feet; thence North $89^{\circ}56'08''$ East, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT D - PAGE 4

OFF
REC 12394 PAGE 640

DESCRIPTION 29-A

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 25.10 feet; thence North 00°03'52" West, a distance of 170.67 feet to the POINT OF BEGINNING; thence South 00°03'52" East, a distance of 39.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 22.17 feet; thence South 45°03'52" East, a distance of 22.85 feet; thence North 89°56'08" East, a distance of 22.17 feet; thence South 00°03'52" East, a distance of 8.00 feet; thence North 89°56'08" East, a distance of 31.67 feet; thence North 00°03'52" West, a distance of 24.67 feet; thence North 89°56'08" East, a distance of 2.33 feet; thence North 00°03'52" West, a distance of 15.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 4.00 feet; thence South 89°56'08" West, a distance of 11.67 feet; thence North 00°03'52" West, a distance of 3.00 feet; thence South 89°56'08" West, a distance of 6.17 feet; thence North 45°03'52" West, a distance of 9.65 feet; thence North 00°03'52" West, a distance of 24.33 feet; thence South 89°56'08" West, a distance of 9.00 feet; thence North 00°03'52" West, a distance of 10.50 feet; thence South 89°56'08" West, a distance of 19.33 feet; thence South 00°03'52" East, a distance of 0.67 feet; thence North 89°56'08" East, a distance of 2.67 feet; thence South 00°03'52" East, a distance of 2.33 feet; thence South 89°56'08" West, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT D - PAGE 5

OFF 12394 PAGE 641

DESCRIPTION 30-A:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 230.10 feet; thence North 00°03'52" West, a distance of 170.67 feet to the POINT OF BEGINNING; thence South 00°03'52" East, a distance of 39.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 22.17 feet; thence South 45°03'52" East, a distance of 22.85 feet; thence North 89°56'08" East, a distance of 22.17 feet; thence South 00°03'52" East, a distance of 8.00 feet; thence North 00°03'52" East, a distance of 31.67 feet; thence North 89°56'08" West, a distance of 24.67 feet; thence North 89°56'08" East, a distance of 2.33 feet; thence North 00°03'52" West, a distance of 15.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 11.67 feet; thence South 89°56'08" West, a distance of 3.00 feet; thence North 00°03'52" West, a distance of 6.17 feet; thence North 45°03'52" West, a distance of 9.65 feet; thence North 00°03'52" West, a distance of 24.33 feet; thence South 89°56'08" West, a distance of 9.00 feet; thence North 00°03'52" West, a distance of 10.50 feet; thence South 89°56'08" East, a distance of 19.33 feet; thence South 00°03'52" East, a distance of 0.67 feet; thence North 89°56'08" East, a distance of 2.67 feet; thence South 00°03'52" East, a distance of 2.33 feet; thence South 89°56'08" West, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT D - PAGE 7

DESCRIPTION 29-B:

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 194.10 feet; thence North 00°03'52" West, a distance of 170.67 feet to the POINT OF BEGINNING; thence South 00°03'52" East, a distance of 39.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 22.17 feet; thence South 44°56'08" West, a distance of 22.85 feet; thence South 89°56'08" West, a distance of 22.17 feet; thence South 00°03'52" East, a distance of 8.00 feet; thence South 89°56'08" West, a distance of 31.67 feet; thence North 00°03'52" West, a distance of 24.67 feet; thence South 89°56'08" West, a distance of 2.33 feet; thence North 00°03'52" West, a distance of 15.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 4.00 feet; thence North 89°56'08" East, a distance of 11.67 feet; thence North 00°03'52" West, a distance of 3.00 feet; thence North 89°56'08" East, a distance of 6.17 feet; thence North 44°56'08" East, a distance of 9.66 feet; thence North 00°03'52" West, a distance of 24.33 feet; thence North 89°56'08" East, a distance of 9.00 feet; thence North 00°03'52" West, a distance of 10.50 feet; thence North 89°56'08" East, a distance of 19.33 feet; thence South 00°03'52" East, a distance of 0.67 feet; thence South 89°56'08" West, a distance of 2.67 feet; thence South 00°03'52" East, a distance of 2.33 feet; thence North 89°56'08" East, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT D - PAGE 6

REF 12394 PAGE 642

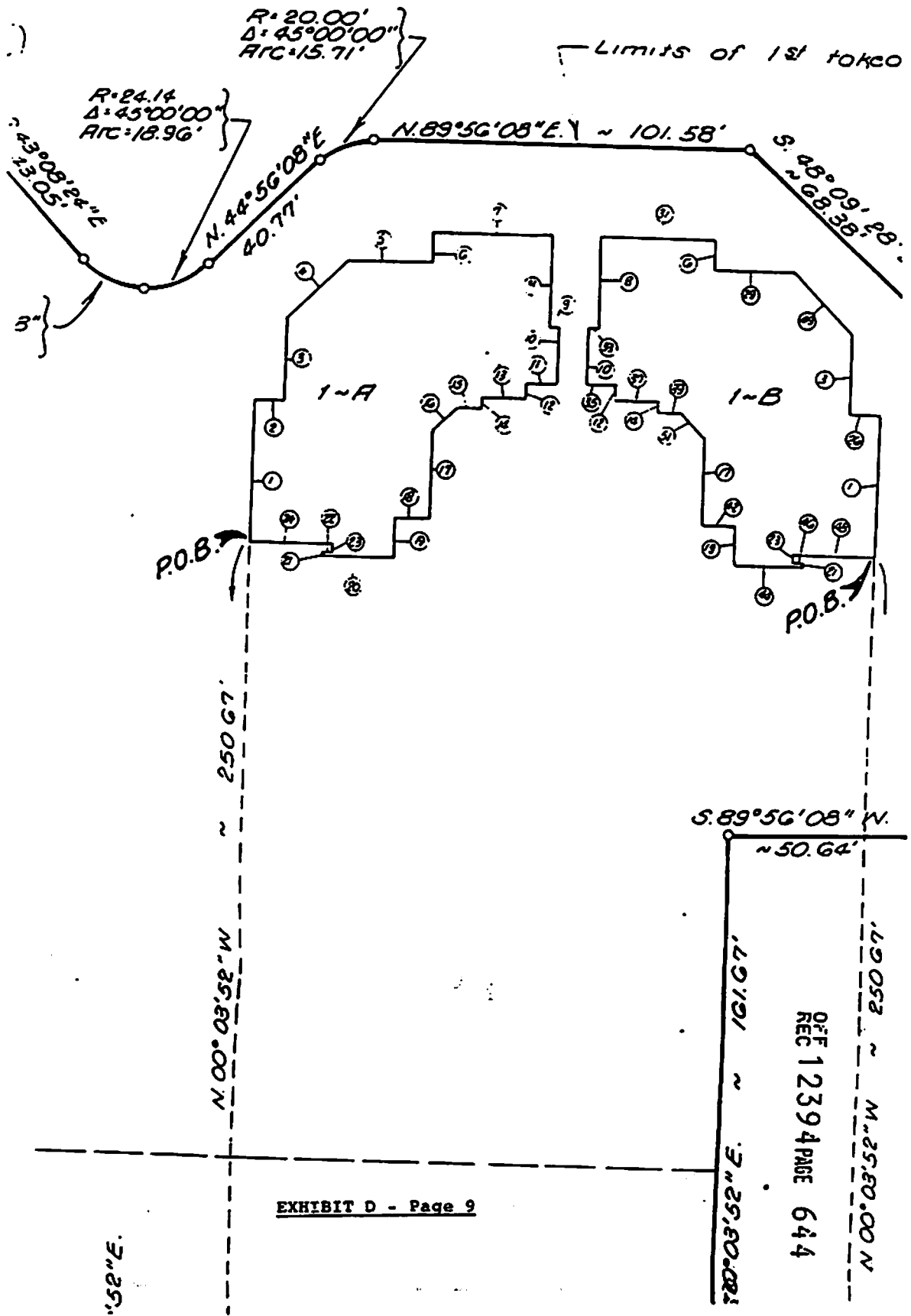
DESCRIPTION 30-B:

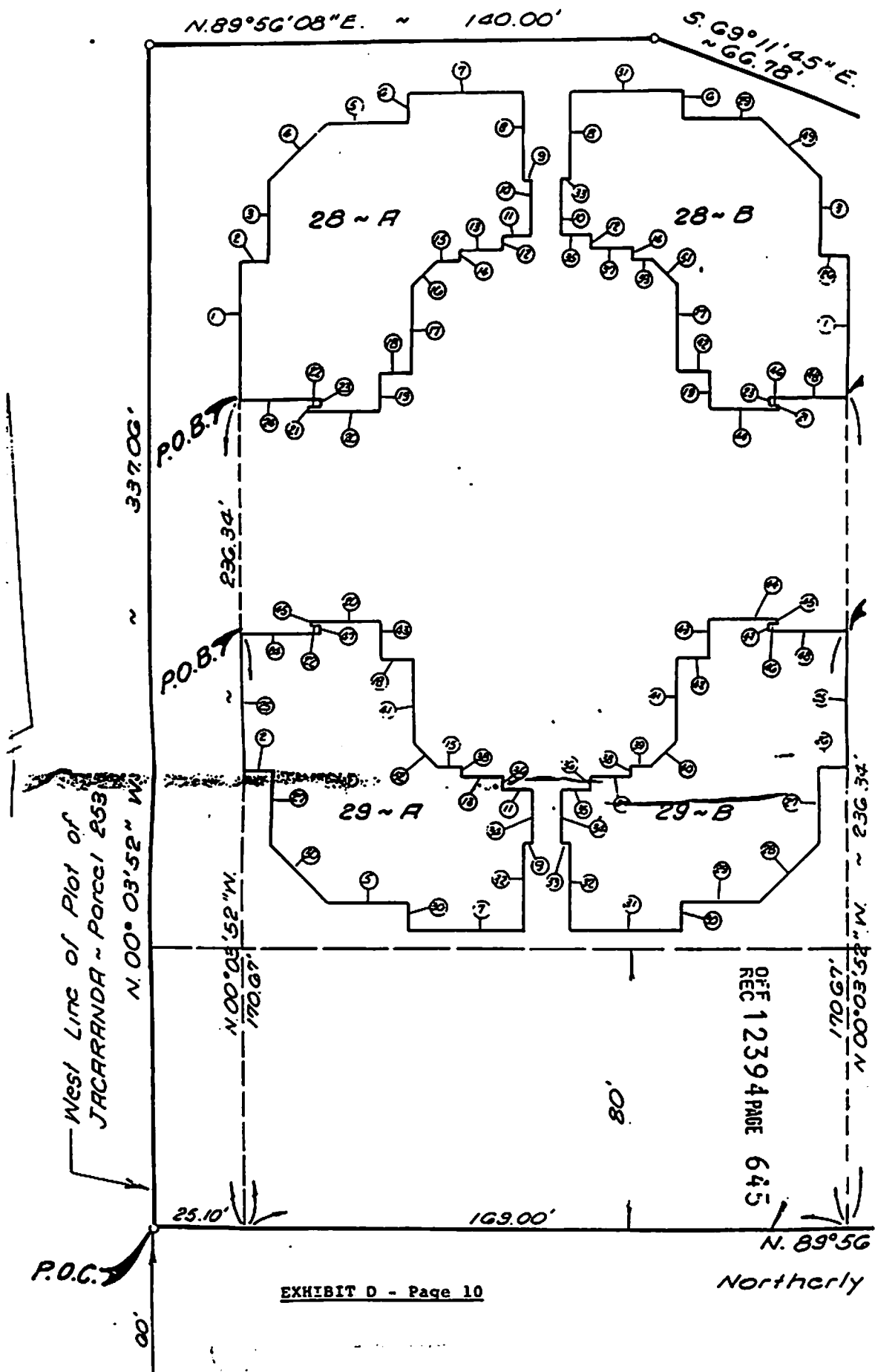
A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

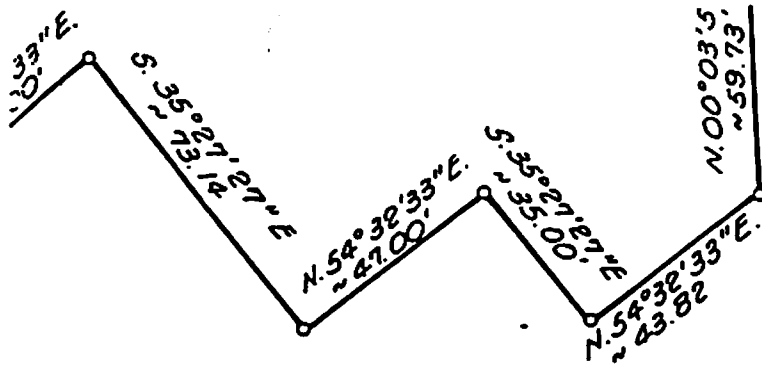
Commence at the intersection of the Westerly property line of said plat and the Northerly Right-of-Way of Sunrise Boulevard as dedicated by said plat; thence North 89°56'08" East along said Northerly Right-of-Way, a distance of 399.10 feet; thence North 00°03'52" West, a distance of 170.67 feet to the POINT OF BEGINNING; thence South 00°03'52" East, a distance of 39.34 feet; thence South 89°56'08" West, a distance of 8.00 feet; thence South 00°03'52" East, a distance of 22.17 feet; thence South 44°56'08" West, a distance of 22.85 feet; thence South 89°56'08" West, a distance of 22.17 feet; thence South 00°03'52" East, a distance of 8.00 feet; thence North 89°56'08" West, a distance of 31.67 feet; thence North 00°03'52" West, a distance of 24.67 feet; thence South 89°56'08" West, a distance of 2.33 feet; thence North 00°03'52" West, a distance of 15.34 feet; thence North 89°56'08" East, a distance of 8.00 feet; thence North 00°03'52" West, a distance of 4.00 feet; thence North 89°56'08" East, a distance of 11.67 feet; thence North 00°03'52" West, a distance of 3.00 feet; thence North 89°56'08" East, a distance of 6.17 feet; thence North 44°56'08" East, a distance of 9.66 feet; thence North 00°03'52" West, a distance of 24.33 feet; thence North 89°56'08" East, a distance of 9.00 feet; thence North 00°03'52" West, a distance of 10.50 feet; thence North 89°56'08" East, a distance of 19.33 feet; thence South 00°03'52" East, a distance of 0.67 feet; thence South 89°56'08" West, a distance of 2.67 feet; thence South 00°03'52" East, a distance of 2.33 feet; North 89°56'08" East, a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 4670 square feet more or less.

EXHIBIT D - PAGE 8







R: 23
 Δ: 46°
 Arc: 16

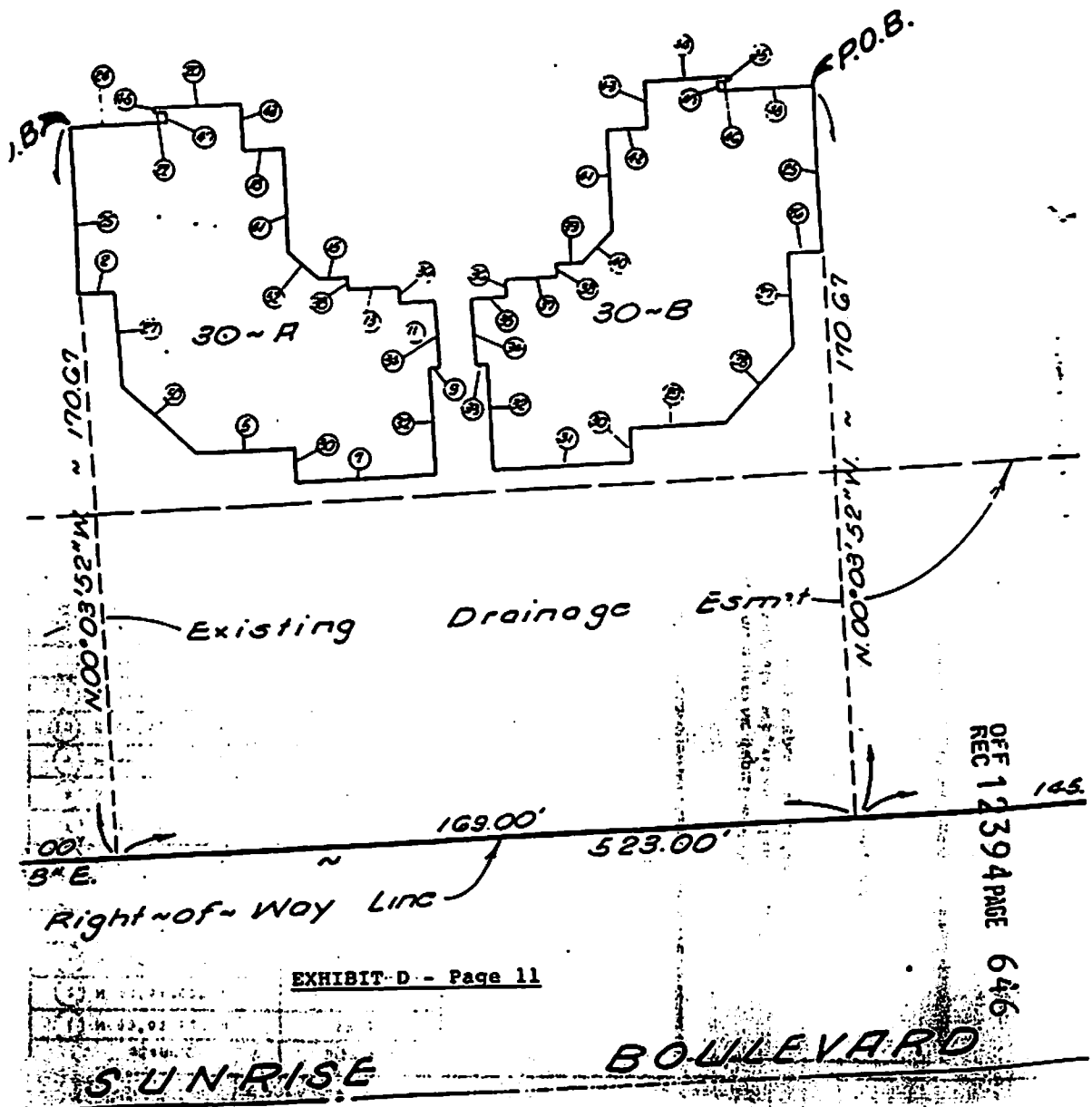


EXHIBIT-D - Page 11

OFF 12394 PAGE 646

BEARING	DISTANCE
1. N 00°03'52" W	39.34
2. N 89°56'08" E	8.00
3. N 00°03'52" W	22.17
4. N 44°56'08" E	22.85
5. N 89°56'08" E	22.17
6. N 00°03'52" W	8.00
7. N 89°56'08" E	31.67
8. S 00°03'52" E	24.67
9. N 89°56'08" E	2.33
10. S 00°03'52" E	19.34
11. S 89°56'08" W	8.00
12. S 00°03'52" E	4.00
13. S 89°56'08" W	11.67
14. S 00°03'52" E	3.00
15. S 89°56'08" W	8.17
16. S 44°56'08" W	9.66
17. S 00°03'52" E	24.33
18. S 89°56'08" W	9.00
19. S 00°03'52" E	10.50
20. S 89°56'08" W	19.33
21. N 00°03'52" W	0.67
22. N 89°56'08" E	2.67
23. N 00°03'52" W	2.33
24. S 89°56'08" W	22.00
25. S 00°03'52" E	39.34
26. S 89°56'08" W	8.00
27. S 00°03'52" E	22.17
28. S 44°56'08" W	22.85
29. S 89°56'08" W	22.17
30. S 00°03'52" E	8.00
31. S 89°56'08" W	31.67
32. N 00°03'52" W	24.67
33. S 89°56'08" W	2.33
34. N 00°03'52" W	15.34
35. N 89°56'08" E	8.00
36. N 00°03'52" W	4.00
37. N 89°56'08" E	11.67
38. N 00°03'52" W	3.00
39. N 89°56'08" E	8.17
40. N 44°56'08" E	9.66
41. N 00°03'52" W	24.33
42. N 89°56'08" E	9.00
43. N 00°03'52" W	10.50
44. N 89°56'08" E	19.33
45. S 00°03'52" E	0.67
46. S 89°56'08" W	2.67
47. S 00°03'52" E	2.33
48. N 89°56'08" E	22.00
49. N 45°03'52" W	22.85
50. S 45°03'52" E	22.65
51. S 45°03'52" E	9.66

EXHIBIT D -
Page 12

E: 1"=30'	REVISIONS	DATE	BY	CK	NOTE
9. 1984					<u>NOTE</u> THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of this information shown hereon. <u>NOTE</u> Lots shown hereon were not obstructed for right-of-way and/or easements of record.
libbey					
P.W.					
- PG. -					
84-131					

OFF 1239A PAGE 647
REC

State of Florida



Department of State

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

LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on March 5, 1985.*

The charter number for this corporation is N07948.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of March, 1985



WP-104 CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF
LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.
A Corporation Not-for-Profit

FILED
MAR 5 9 51 AM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, we, the undersigned, all of whom are residents of Florida and of full age hereby associate ourselves into a corporation for the purposes and with the powers hereinafter set forth, and do hereby certify:

ARTICLE I

NAME

The name of this corporation shall be:

LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.

The corporation may hereinafter be referred to as the "Association".

ARTICLE II

PURPOSES

The general nature, objects and purposes of this Association are as follows:

To maintain, repair and improve the lake, canal and other drainage facilities as same are constructed on property encompassed by Exhibit "A" attached hereto and made a part hereof, and other common areas including access, paths, docks, seawalls, structures, and other improvements for which the obligation to maintain, repair or improve has been delegated to the Association and accepted by it, pursuant to the Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration", to be recorded in the Public Records of Broward County, Florida.

ARTICLE III

POWERS

The Association shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration and all of

OFF 12394 PAGE 649

the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration as the same may from time to time be amended, including but not limited to the following:

A. In general, to have all powers conferred upon a corporation not-for-profit by the laws of the State of Florida except as prohibited herein.

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

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

D. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer; and the governmental and/or public agency has accepted such dedication, sale or transfer.

E. To purchase insurance upon the Common Areas of the property and insurance for the protection of the Association and its members.

F. To make and amend reasonable rules and regulations respecting the maintenance, upkeep and use of the Common Areas.

G. To enforce through legal means the Declaration, these Articles, the By-Laws of the Association, and the Rules and

Regulations of the Association.

H. To operate without profit for the sole and exclusive benefit of its members.

I. To perform all of the functions contemplated by the Association, in the Declaration.

J. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

K. To charge recipients for services rendered by the Association and the user, for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

ARTICLE IV

MEMBERS

1. Every person or entity who is a record or beneficial owner of a fee or undivided interest in any lot (as that term is defined in the Declaration), which is subject by covenants of record to assessment by the Association, including Developer (as that term is defined in the Declaration), shall be a member of the Association whether or not a dwelling unit may be constructed on said lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from ownership of any lot which is subject to assessment by the Association.

2. Change of membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a lot and shall be evidenced by delivery to the Association of a certified copy of such instrument. The membership of the prior owner shall be terminated as of the date of execution of such deed or other instrument.

3. The share of a member in the funds and assets of the

Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his unit.

ARTICLE V

VOTING RIGHTS

1. The Association shall have two (2) classes of voting membership:

CLASS A: The Class "A" members shall be all owners of Lots who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B: The Class "B" member shall be the Developer. Developer shall be entitled to ten (10) votes for each Lot owned.

2. The Association shall act by a majority of the combined total of votes. As long as the number of Class "B" votes exceeds the total of Class "A" votes, the Developer shall be deemed to retain control of the Association.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of this Association shall be managed by a Board of three (3) directors, who must be members of the Association. The number of directors may be changed by amendment to the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors at the next annual meeting are as follows:

AKIVA SCHIFF.....	c/o 1244 N. University Dr. Plantation, Fla. 33322
ILAN LAOR.....	c/o 1244 N. University Dr. Plantation, Fla. 33322
JEROME A. BAUMAN, ESQUIRE.....	1244 N. University Drive Plantation, Florida 33322

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

3. Notwithstanding any other provisions contained in the By-Laws, so long as there shall be a Class "B" member, said member shall have exclusive power to select the directors, which directors shall exercise all the powers of the Association and need not be members of the Association.

The Class "B" member shall have the right to terminate its control of the Association at any time. The directors herein named shall serve until termination of the Class "B" membership, resignation of the Class "B" member, or replacement of the Class "B" member. Any vacancies remaining unfilled for a period of one (1) month after notice to the Class "B" member shall be selected by the remaining Directors.

ARTICLE VII

OFFICERS

The officers of the Association shall be a President, and Secretary and Treasurer, and such additional officers as may be specified by the By-Laws. One person may be elected to the offices of the Secretary and Treasurer if the Directors so elect. The said officers shall be elected by the Directors at the annual meeting or special meeting of the Board of Directors after expiration of the Class "B" membership and at each annual meeting thereafter.

The names of the first officers who are to serve until the first election are:

President: AKIVA SCHIFF
Secretary/Treasurer: ILAN LAOR

ARTICLE VIII

CORPORATE EXISTENCE

The existence of the Association shall be perpetual unless it is dissolved with the assent given in writing and signed by not less than three-fourths (3/4ths) of each class of members and approved by all governmental agencies having jurisdiction that adequate provision has been made for the continued maintenance or satisfactory disposition of the assets of the Association.

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a two-thirds (2/3rds) majority vote of the Directors present at a duly constituted meeting of the Board of Directors.

ARTICLE X

AMENDMENTS

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

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

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

a) Such approvals must be by not less than sixty-six and two-thirds (66-2/3rds) percent of the entire membership of the Board of Directors and not less than sixty (60%) percent of the votes of the entire membership of the Association; or

b) By not less than eighty (80%) percent of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any change in the qualifications for membership nor the voting rights of members, without the approval in writing by all members.

4. Nothing in this Article shall supersede the power of the Developer to include additional Properties in LAKEVIEW COURTS AT JACARANDA and therefore, increase the number of voting members.

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

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any director or officer made a party or threatened to be a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative or investigative (other than one by or in the right of the Association to procure a judgment in its favor) brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as director, officer, employee, or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith

in the reasonable belief that such action was in the best interests of the Association, or that he had no reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held, shall determine upon application that despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable grounds for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not

parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XII

TRANSACTIONS IN WHICH DIRECTORS

OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is, or may be interested in any such contract or transaction.

ARTICLE XIII

DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and relative priority:

1. Dedication to any applicable municipal or other governmental authority or Association with similar purposes of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which authority is willing to accept and provide maintenance for.

2. Remaining assets shall be distributed among the

members, subject to the limitation set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

ARTICLE XIV

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XV

INITIAL SUBSCRIBERS

The names and residence addresses of the initial subscribers are as follows:

RAMI SUBOCKI	c/o 1244 N. University Dr. Plantation, Fla. 33322
ILAN LAOR	c/o 1244 N. University Dr. Plantation, Fla. 33322
JEROME A. BAUMAN, ESQUIRE	1244 N. University Drive Plantation, Fla. 33322

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 2nd day of February,

1986.

WITNESSES

[Handwritten signatures of witnesses]

[Handwritten signature]
RAMI SUBOCKI

[Handwritten signature]
ILAN LAOR

[Handwritten signature]
JEROME A. BAUMAN, ESQUIRE

FILED
MAR 5 9 51 AM '85
TALLAHASSEE, FLORIDA

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EXHIBIT "A"

Jacaranda Parcel 253 per plat thereof recorded
in Plat Book 119, Pg. 24, in the public records
of Broyard County.

FILED
MAR 5 9 51 AM '05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OFF 12394 PAGE 659

BY-LAWS
OF
LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS:

All terms used herein, which are defined in the Declaration of Covenants and Restrictions for LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., shall be used herein with the same meaning as defined in said Declaration.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE:

The principal office of the Association shall be located c/o of the offices of Bauman, Wurtenberger, Schottenfeld & Baker, attorneys, 1244 N. University Drive, Plantation, Florida, 33322, or at such other place as may be established by Resolution of the Board of Directors of the Association, but meetings of members and directors may be held at such places within the State of Florida, County of Broward, as may be designated by the Board of Directors.

ARTICLE III

MEETINGS OF MEMBERS:

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the second Tuesday, in January, 1985, and each second Tuesday in January of each year thereafter, at the hour of eight (8:00) o'clock P.M.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President of the Association or upon the request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members, shall be given by, or at the direction of the Secretary, or person authorized to call the meeting, by mailing a copy

of such notice, postage prepaid, at least ten (10) days, but no more than forty-five (45) days, prior to such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty (30%) percent of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum, as aforesaid, shall be present or be represented.

Section 5. Legal Holidays. In the event the day upon which the annual meeting, as referred to in ARTICLE III, Section 1 hereof, is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his right, title and interest in his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed initially by a Board of three (3) Directors who need not be members of the Association. After the first election, all Directors shall be members of the Association, except to the extent

any such Directors are designees of Class "B" members.

Section 2. Selection and Term of Office. At the first annual meeting the members shall elect three (3) Directors for a term of one year. At each annual meeting thereafter, the members shall elect three (3) Directors for a term of one year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, who shall have the right to elect his successor. In the event of death, resignation or removal (except for removal by the members) of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties and may receive compensation for services rendered if employed by the Association.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more individuals who may but need not be Board Members or members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each

annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS:

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act and/or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

Section 4. Notice to Owner. Notice of all Board meetings to be posted in a conspicuous place upon Common Area. All Owners entitled to attend Board meetings.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

Section 1. Powers. The Board of Directors shall have the power to:

- a. Call meetings of the members;
- b. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the general conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- c. Suspend the voting rights and the right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed the total of sixty (60) days, for infraction of published rules and regulations;
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, providing such absence is unexcused;
- e. To appoint and remove, at please, all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bonds as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever;
- f. To establish, levy, assess and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors;
- g. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association, and the discharge of its responsibilities and obligations;

h. To exercise for the Association all powers, duties and authority vested in, or delegated to this Association, except those reserved to members in the Declaration of Covenants and Restrictions for LAKEVIEW COURTS AT JACARANDA or the Articles of Incorporation of the Association;

i. To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

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

b. To supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or to bring an action at law against the Owner personally obligated to pay same;

d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the

Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

f. Cause all officers or employees having financial responsibilities to be bonded as it may deem appropriate.

g. Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS:

Section 1. Officers. The officers shall be a President, Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be, from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve, or until his successor shall have been duly elected and qualified.

All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and per-

form such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

a. President: The President shall preside at all meetings of the Directors; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

b. Vice President: The Vice President shall act in the place and stead of the President in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.

c. Secretary: The Secretary shall be ex officio Secretary and shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the

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membership; keep appropriate current records showing the members of the Association together with their addresses; and shall perform other such duties as required by the Board.

d. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall be a required signatory on the checks and notes of the Association. The Treasurer, or his appointed agent, shall keep property books of account, and cause an annual audit of the Association books to be made at the completion of each fiscal year. He, or his appointed agent, shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request of a member.

Section 9. Salaries. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE IX

COMMITTEES:

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

ASSESSMENTS:

Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate as set

forth in the Declaration of Covenants and Restrictions for LAKEVIEW COURTS AT JACARANDA and shall result in the suspension of voting privileges during the period of such non-payment. No owner may waive, or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XI

CORPORATE SEAL:

The Association shall have a seal in a circular form having within its circumference the words: LAKEVIEW COURTS AT JACARANDA.

ARTICLE XII

AMENDMENTS:

These By-Laws may be altered, amended or repealed by two-thirds (2/3rds) majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without its written consent.

ARTICLE XIII

MISCELLANEOUS:

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV

BOOKS AND RECORDS:

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

IN WITNESS WHEREOF, we, being all of the Directors of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., have

hereunto set our hands and seals this 25 day of January
1985.

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
RAMI SUBOCKI

[Signature]
ILAN LAOR

[Signature]
JEROME A. BAUMAN, ESQUIRE

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

I HEREBY CERTIFY that on this date, before me, an officer
duly authorized to take acknowledgements, personally appeared RAMI
SUBOCKI, a Director of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS
ASSOCIATION, INC., and he acknowledged that he executed the foregoing
instrument for the purposes therein expressed.

WITNESS my hand and official seal at [Signature]
Dade County, Florida, this 25 day of January
A.D., 1985.

[Signature]
Notary Public

My Commission Expires:

(SEAL)
NOTARY PUBLIC STATE OF FLORIDA
MY COM. EXPIRES 12/31/85

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

I HEREBY CERTIFY that on this date, before me, an officer
duly authorized to take acknowledgments, personally appeared ILAN
LAOR, a Director of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS
ASSOCIATION, INC., and he acknowledged that he executed the foregoing
instrument for the purposes therein expressed.

WITNESS my hand and official seal at [Signature]
Dade County, Florida, this 25 day of January
1985.

[Signature]
Notary Public

My Commission expires:

(SEAL)

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

I HEREBY CERTIFY that on this date, before me, an officer duly authorized to take acknowledgments, personally appeared JEROME A. BAUMAN, ESQUIRE, a Director of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., and he acknowledged that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal at Plantation,
Broward county, Florida, this 25 day of FEBRUARY
1985.

[Signature]
Notary Public

My commission expires: NOTARY PUBLIC (SEAL)
MY COMMISSION EXPIRES

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., as duly adopted at a meeting of the Board of Directors thereof, held on the 22 day of February, 1985.

[Signature]
JEROME A. BAUMAN, Secretary

RECORDED IN THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY CLERK

85- 84936

45
 A Declaration of Easement
 and Grant of Easement
 made by the
 South Florida Land Investments, Inc.
 to the Governmental
 Authorities and Public Utilities
 for the purpose of
 ingress and egress
 over, under and upon
 the property described
 in Exhibit "A" attached
 hereto and made a part
 hereof, being
 Jacaranda Parcel 253,
 according to the Plat
 thereof, as recorded
 in Plat Book 119,
 Page 24, of the Public
 Records of Broward
 County, Florida, and
 the purpose of
 providing the following
 services to others,
 police and fire
 protection, garbage
 collection, mail
 delivery, building
 inspections and
 underground cable
 T.V. lines, etc.

**PERPETUAL, NON-EXCLUSIVE UTILITY
 EASEMENT AND EASEMENT FOR INGRESS
 AND EGRESS**

This Declaration and Grant of Easement for Governmental services made this 25 day of February, 1985, by SOUTH FLORIDA LAND INVESTMENTS, INC., a Florida corporation, (hereinafter "SOUTH FLORIDA").

WHEREAS, SOUTH FLORIDA owns the properties described upon Exhibit "A" attached hereto and made a part hereof, being JACARANDA PARCEL 253, according to the Plat thereof, as recorded in Plat Book 119, Page 24, of the Public Records of Broward County, Florida; and

WHEREAS, SOUTH FLORIDA desires to grant the non-exclusive easements hereinafter set forth over and upon Exhibit "A" to the following governmental entities, namely: The City of Plantation, the State of Florida, the United States of America, Broward County, Florida, hereinafter called "Governmental Authorities", their franchisees and all public utilities now or hereafter servicing said properties hereinafter referred to as "Public Utilities".

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations in hand paid to SOUTH FLORIDA, it does hereby grant and convey to the Governmental Authorities and Public Utilities, the following perpetual and non-exclusive easement:

1. To the Governmental Authorities, a non-exclusive easement for ingress and egress over, under and upon Exhibit "A" for all governmental purposes, including providing the following services or franchises to others, police and fire protection, garbage collection, mail delivery, building inspections and underground cable T.V. lines, etc.

2. To the Public Utilities, a non-exclusive easement for ingress and egress over, under and upon Exhibit "A" for the purpose

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W/C

17/24

040.05384

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STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James P. Bauman well known to me to be the President of SOUTH FLORIDA LAND INVESTMENTS, INC., a Florida corporation, and that he acknowledged executing the foregoing Perpetual Non-Exclusive Utility Easement and Easement for Ingress and Egress in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of February, 1985.

James P. Bauman
Notary Public, State of Florida
At Large

My Commission Expires:

NOW THEREFORE the undersigned mortgagee does hereby consent to the above Perpetual Non-Exclusive Easement for Ingress and Egress and to the recording thereof.

IN WITNESS WHEREOF the undersigned have hereunto set their hand and seal this 24th day of Feb 1985.

Gulfstream Land & Development Corp.

By James P. Bauman

State of Florida
County of Broward

I hereby certify that on this 4th day of March 1985, before me personally appeared James P. Bauman of Gulfstream Land & Development Corp., to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of such corporation.

WITNESS my hand and official seal
at Fort Lauderdale in the county of Broward and
State of Florida the 4th day and year last
aforesaid.

Notary Public
My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 14 1986
BROWARD DIST. GENERAL REG. UNDERWRITERS

BAUMAN, WURTENBERGER, SCHOTTENFELD & BAKER

134 (Notary Office - Plantation, FL 33324) (M-F 9:00 AM - 5:00 PM) (1-777)

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CORPORATE RESOLUTION:
ACTION TAKEN WITHOUT A MEETING

Pursuant to Article V, Section 5, of the By-Laws of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., (the Association), this Corporate Resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

WHEREAS, the Declaration of Restrictions and Protective Covenants for LAKEVIEW COURTS AT JACARANDA, (the Declaration), in Article VI, Section 4, reserves unto the Association the right to establish such rules and regulations as are necessary or desirable to regulate the affairs of the Association; and

WHEREAS, Members of the Association have complained about unsightly and unlicensed cars remaining on the common areas of the Association; and

WHEREAS, Members of the Association have complained about garbage not being collected because it is not set out in official Plantation garbage bags; and

WHEREAS, the Board of Directors desire to maintain the appearance of the common areas and to maintain the high standards set by the Developer and the Association in maintaining the common areas;

NOW, THEREFORE, BE IT RESOLVED:

The following rules and regulations shall apply to all Members of the Association, their families, tenants, invitees, and all others who shall lawfully be upon the property known as LAKEVIEW COURTS AT JACARANDA, and the President of the Association is hereby authorized to take all necessary and appropriate actions to distribute and post these rules and regulations and to see that they are enforced:

1. Unlicensed and Inoperable Motor Vehicles:
 - (a) Effective five (5) days after adoption of this rule, no automobile or motor vehicle shall be permitted to be parked on Association property, including those parking spaces assigned to Unit Owners at LAKEVIEW COURTS, for longer than forty-eight (48) hours without it being in proper running condition and without it having a current motor vehicle license.

(b) To the extent that the management of the Association knows to whom any vehicle in violation of this rule belongs, they shall give twenty-four (24) hours notice to said Owner to remove the vehicle from the property, or to have it properly repaired and licensed. Failure to comply with this rule shall result in the offending vehicle being towed away at owner's expense.

(c) The management of the Association is hereby authorized to retain a towing company on terms and provisions which they feel to be advantageous to the Association and to post signs informing all who may lawfully come upon the property with unauthorized vehicles that they may be towed at Owner's expense.

2. Use of Non-Authorized Garbage Collection Bags:

(a) Effective five (5) days after adoption of this rule, any person who places garbage at the curb for collection by the Plantation Utility Department, in any container other than one approved for such use by the Plantation Utility Department, shall be given a warning in writing for the first offense. For second offenses and each subsequent offense, they shall be fined \$50.00. This fine is due and payable immediately upon demand.

(b) In order to effectuate this provision, the Association and its employees and agents are hereby authorized to examine any garbage left upon the curb in an unauthorized container to determine who the offending individual may be.

(c) Should the fine called for herein remain outstanding for ten (10) days from the date of demand, the Association is hereby authorized to file a Lien in the Public Records of Broward County, Florida against the Unit whose Owner, family, tenant, or invitee is guilty of having violated this rule.

(d) If the fine is not paid within ten (10) days after demand, the fine shall bear interest from the date when due at the rate of 18% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the sum or may record a Claim of Lien against the Owner's Unit and may foreclose the Lien

against the Unit for which the fine is unpaid, or may authorize one or more of such remedies at the same time or successively and there shall be added to the amount of such fine attorneys' fees and costs of preparing and filing the Claim of Lien and Complaint in such action and, in the event a Judgment is obtained, such Judgment shall include interest on the assessment as provided herein and a reasonable attorney's fee to be fixed by the Court, together with the costs of the Action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such Action.

(e) If the fine is not paid on the date when due, then such fine shall become delinquent and shall, together with interest thereon and the cost of collection as provided for herein, become a continuing Lien on the Unit of the non-paying Owner, which shall bind such property in the hands of the Owner, its heirs, devisees, personal representatives, successors and assigns. Such Lien shall only be effective from the date it is recorded in the Public Records of Broward County, Florida.

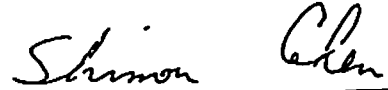
(f) It shall be the legal duty and responsibility of the Association to enforce payment of the fine due hereunder.

(g) The Lien of the fine provided for in this rule shall be subordinate to the Lien of any Mortgage recorded prior to the recordation of the Claim of Lien.

Action taken as of the Jan 28 day of Jan, 1988.



AKIVA SCHIFF, DIRECTOR



SHIMON COHEN, DIRECTOR



ERAN KLINGHOFER, DIRECTOR

**CORPORATE RESOLUTION:
ACTION TAKEN WITHOUT A MEETING**

Pursuant to Article IV, Section 5, of the By-Laws of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., (the Association) this Corporate Resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

WHEREAS, the Club House Recreation Facility for LAKEVIEW COURTS AT JACARANDA is now complete; and

WHEREAS, Members of the Association have requested the use of the facility for private parties;

NOW, THEREFORE, BE IT RESOLVED:

1. Any Member of the Association can reserve the Club House for a private party on a first come first serve basis by meeting the following requirements:

A. Setting a time and date for his party at least two weeks in advance on a date when there is no conflict with any other scheduled party or Association activity.

B. Depositing \$1,000.00 in a personal check with the Association to be used as a security deposit to defray any expense to the Association for damages to the Club House caused by the Member or his guests and invitees. Said deposit will be returned to the Member upon verification that no damage has been done to the facilities.

C. Supplying the Association with an up to date copy of his homeowner's insurance policy showing a minimum of \$100,000.00 liability insurance.

D. Taking a walkthrough of the Club House facility before and after the party with an Association representative to verify the condition of the facilities.

E. Permitting others free and unfettered access to the pool area, the bathrooms and the showers. Side gate will remain open for the use of others.

F. Paying to the Association a fee of \$75.00 to defray the cost of cleaning up the facilities, management expenses, etc.

G. Paying to the Association a fee of \$100.00 to be placed in an improvement fund to be used to upgrade the facilities at the Club House.

H. Execution of an Indemnification and Hold Harmless Agreement whereby the Member agrees to indemnify the Association against any loss or expenses incurred by reason of the Member's party.

- " 2. The President of the Association is hereby authorized to take all steps necessary and proper to implement this Resolution.

Action taken this _____ day of _____, 1986

A. Schiff
AKIVA SCHIFF, DIRECTOR

Ilan Laor
ILAN LAOR, DIRECTOR

Jerome A. Bauman
JEROME A. BAUMAN, DIRECTOR

**CORPORATE RESOLUTION:
ACTION TAKEN WITHOUT A MEETING**

Pursuant to Article IV, Section 5, of the By-Laws of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., (the Association), this Corporate Resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

WHEREAS, the Declaration of Restrictions and Protective Covenants for LAKEVIEW COURTS AT JACARANDA (the Declaration) in Article VI, Section 4, and in Article V, Section 3 (b) contain provisions concerning the upkeep and repair of the Units; and

WHEREAS, although the Association is required to maintain and replace the exterior portions of all structures and the roofs thereof; because it does not own said structures and roofs, it can not maintain insurance thereon;

NOW, THEREFORE, BE IT RESOLVED:

1. Each Member of the Association shall maintain insurance on his Unit against loss or damage by fire, extended coverage and other perils, in a sum not less than its full insurable value at the cost and the expense of the Member. Each Member shall supply the Association with a copy of said policy to be kept on record by the Association. Each year upon renewal of the Policy, the Member shall supply the Association with a Certificate showing that the Policy has been renewed. If a Unit Owner fails to supply the Association with a Certificate of Insurance or proof of renewal, upon fifteen (15) days written notice, the Association shall have the right to acquire said insurance on behalf of the Unit Owner at his expense. Should the Unit Owner fail to reimburse the Association upon demand, the Association shall have the right to record a lien in the Public Records of Broward County, Florida, against said Member's Unit. Said assessment shall bear interest and be foreclosed in a manner similar to the lien for annual assessment called for in the Declaration.

2. The President of the Association is hereby authorized to take all action necessary and proper to implement this Resolution.

Action taken this 12 day of Nov, 1986.

A. Schiff
ARIVA SCHIFF, DIRECTOR

Alan Laor
ALAN LAOR, DIRECTOR

Jerome A. Bauman
JEROME A. BAUMAN, DIRECTOR

EXHIBIT A

Tract 253 of Jacaranda Parcel 253
according to the Plat thereof, recorded
in Plat Book 119, Page 24, of the
Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

REC 12394, REC 675

CORPORATE RESOLUTION:
ACTION TAKEN WITHOUT A MEETING

Pursuant to Article IV, Section 5, of the By-Laws of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., (the Association), this Corporate Resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

WHEREAS, the Declaration of Restrictions and Protective Covenants for LAKEVIEW COURTS AT JACARANDA, in Article V, Section 5, provides for the payment of the annual assessment in monthly or quarter-annual installments as determined by the Board of Directors of the Association; and

WHEREAS, the Board of Directors deem it preferable to collect the assessment on a quarterly basis;

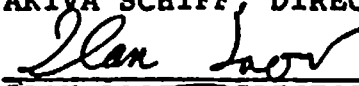
NOW, THEREFORE, BE IT RESOLVED:

1. The Annual Assessment shall be collected on a quarterly basis. The assessment shall be due on the first day of January, April, July and October of each year.
2. The first Annual Assessment shall be collected for the year 1986.
3. The President of the Association is hereby authorized to see that the assessments are paid when due and failing that, to take all appropriate and necessary action to lien the Units of non-paying Members and to foreclose said liens, if payment is not forthcoming.
4. The President of the Association is hereby authorized to retain the law firm of BAUMAN, WURTENERBER & SCHOTTENFELD, on terms acceptable to him to assist in the liening and foreclosing of non-paying Member's Units.

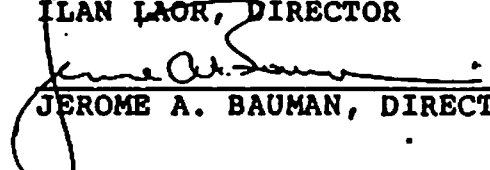
Action taken as of November 30, 1985.



AKIVA SCHIFF, DIRECTOR



ILAN LAOR, DIRECTOR



JEROME A. BAUMAN, DIRECTOR

CORPORATE RESOLUTION:
ACTION TAKEN WITHOUT A MEETING

Pursuant to Article V, Section 5, of the By-Laws of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., (the Association), this Corporate Resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

WHEREAS, the Declaration of Restrictions and Protective Covenants for LAKEVIEW COURTS AT JACARANDA, (the Declaration), in Article VI, Section 4, reserves unto the Association the right to establish such rules and regulations as are necessary or desirable to regulate the affairs of the Association; and

WHEREAS, some Members of the Association have consistently failed to timely make payments to the Association of the quarterly assessments; and

WHEREAS, said behavior unduly interrupts the orderly affairs of the Association by making it difficult to timely meet the obligations of the Association;

NOW, THEREFORE, BE IT RESOLVED:

1. The annual assessment shall be collected on a quarterly basis. The assessments shall be due on the first day of January, April, July, and October of each year. If the assessments are not received by the Association, on or before the 10th day thereof, then in addition to the assessment and the interest which accrues thereon there shall be due a fine of \$25.00. In addition, there shall a fine of \$25.00 for each returned or uncleared check presented to the Association for payment of the assessments. Said fine or fines shall become a lien on the Unit and shall bear interest at the same rate as the delinquent assessments and the Association may bring an action at law against the Owner personally obligated to pay the sum or may record a Claim of Lien against the Owner's unit and may foreclose the lien against the Unit for which the fine is unpaid, or may authorized one or more of such remedies at the same time or successively and added to the amount of such fine shall be attorneys' fees and costs of preparing and filing the Claim of Lien and complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as provided for in the Declaration of Restrictions and Protective

Covenants for Lakeview Courts at Lascaranda (the Declaration) and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action. Notwithstanding anything contained herein to the contrary, said fine or fines shall be a lien upon the Unit Owners' Unit only upon recordation in the Public Records of Broward County of a Claim of Lien.

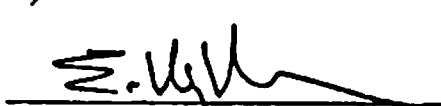
2. Said obligation to pay the assessment and fine whether said obligation is reduced to a Claim of Lien recorded in the Public Records of Broward County, Florida or not shall be a continuing obligation of the non-paying Owner, which shall bind such property in the hands of the Owner, its heirs, devisees, personal representatives, successors and assigns.
3. It shall be the legal duty and responsibility of the Association to enforce payment of the fines due hereunder.
4. The lien of the fines provided for herein shall be subordinate to the lien of any mortgage recorded prior to the recordation of a Claim of Lien.

Action taken as of 13. 2, 1989.

AKIVA SCHIFF, DIRECTOR



SHIMON COHEN, DIRECTOR



ERAN KLINGHOFER, DIRECTOR

**CORPORATE RESOLUTION:
ACTION TAKEN WITHOUT A MEETING**

Pursuant to Article IV, Section 5, of the By-Laws of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., (the Association) this Corporate Resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

WHEREAS, the Declaration of Restrictions and Protective Covenants for LAKEVIEW COURTS AT JACARANDA (the Declaration) in Article VI, Section 4, preserves unto the Association the right to establish such rules and regulations as are necessary or desirable to regulate the affairs of the Association.

NOW, THEREFORE, BE IT RESOLVED:

The following rules and regulations shall apply to all Members of the Association, their families, tenants, invitees and all others who shall lawfully be upon the Property known as LAKEVIEW COURTS AT JACARANDA and the President of the Association is hereby authorized to take all necessary and appropriate action to distribute the rules and see that they are enforced:

1. Pool and Club House Rules and Regulations:

A. Security: Each homeowner, resident, tenant, etc., has been issued one key which operates the confined areas such as the pool, restrooms, and the Club House. Those individuals are responsible for that key and for all who they allow to use it. It is against Florida Law to allow the duplication of this key for other than family members or tenants, etc. The pool gate is to be kept locked at all times except for the purpose of entering or exiting. This must be followed for safety reasons relating to small children.

B. The whirlpool is not to be used by any person under twelve (12) years of age. Also any person having heart problems or any associated illness should use discretion when using this facility.

C. For health reasons, always shower prior to entering the pool.

D. For health reasons, animals are prohibited from the pool area and other recreational areas. Pool toys are permitted, however, if the toy interferes with the comfort of another it must be removed from the pool until proper conditions allow its return.

E. Only beverages and food contained in non-breakable containers are premitted within the pool area. No glass objects are premitted within the pool area. Please put trash into the proper receptacles located within the Club House and the pool area.

F. All children under twelve (12) years of age must be accompanied by an adult when using the pool or recreation facilities.

G. The pool lifesaver is strictly to be used only in emergency situations and for no other reason is it to be removed.

H. Only portable battery operated radios shall be allowed in the pool and recreation areas and the volume must be kept low so as not to disturb others.

I. Anyone doing damage to the pool area, the Club House or to any other facilities of the Association shall be responsible for the cost of repairs and each Unit Owner shall be responsible for any damage done by their tenants, families, invitees, etc.

J. The pool and Club House shall be available for use from 10:00 A.M. to 10:00 P.M.

2. Parking:

A. Guest parking areas are for guests only. Unit Owners and tenants shall park in those spaces assigned to them by the Association.

B. Disabled or wrecked or unsightly vehicles shall not be allowed anywhere in the LAKEVIEW COURTS AT JACARANDA Subdivision.

3. Pets:

Those individuals having pets are asked to be considerate of others. Dogs are not permitted to deposit any waste whatsoever on any persons property or the Common Area of LAKEVIEW COURTS AT JACARANDA (pool grounds, Club House walkway, sidewalks, grassed areas, etc.). Please use the outside perimeters of the Subdivision for walking dogs. All dog waste must be cleaned up by the dog's owner. Dogs are to be kept on a leash when within the Subdivision area.

4. Trash Collection:

Trash must be contained in official Plantation garbage bags and put out at the curb no earlier than the night before pick up. Trash pick up is on Tuesday and Friday.

5. Speed Limit:

The speed limit within the Subdivision area is fifteen (15) miles per hour. Please be considerate of others and concerned for the safety of the homeowners in the Subdivision.

7. Clothes Drying:

In order to insure the attractive appearance of the subdivision it is absolutely prohibited to hang clothes or any personal articles on the patios, sun decks, window sills, etc.

Action taken this _____ day of _____, 1986

A. Schiff
AKIVA SCHIFF, DIRECTOR

Ilan Laor
ILAN LAOR, DIRECTOR

Jerome A. Bauman
JEROME A. BAUMAN, DIRECTOR

**CORPORATE RESOLUTION:
ACTION TAKEN WITHOUT A MEETING**

Pursuant to Article V, Section 5, of the By-Laws of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., (the Association), this Corporate Resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

WHEREAS, the Declaration of Restrictions and Protective Covenants for LAKEVIEW COURTS AT JACARANDA, (the Declaration), in Article VI, Section 4, reserves unto the Association the right to establish such rules and regulations as are necessary or desirable to regulate the affairs of the Association; and

WHEREAS, Members of the Association have complained about other Members of the Association who fail to abide by the rules and regulations adopted by the Association; and

WHEREAS, the Board of Directors deem it desirable to put into place an enforcement procedure to be certain that all Members of the Association abide by the rules and regulations adopted by and for the Membership of the Association;

NOW, THEREFORE, BE IT RESOLVED:

The following rule and regulation shall apply to all Members of the Association, their families, tenants, and invitees, and all others who shall lawfully be upon the property known as LAKEVIEW COURTS AT JACARANDA, and the President of the Association is hereby authorized to take all necessary and appropriate action to distribute and post this rule and regulation and to see to its enforced:

1. Failure to abide by the duly enacted rules and regulations of the Association:

(a) Effective ten (10) days after adoption of this rule and regulation any individual who fails to abide by any of the rules and regulations adopted by the Association, shall be subject to a written warning for a first offense. For second offenses and each subsequent offense, the individual shall be fined \$50.00. This fine is due and payable immediately upon demand. Each unit owner is hereby made responsible for the conduct of all members of their family, their tenants, invitees and others who shall lawfully be on the property known as LAKEVIEW COURTS AT JACARANDA at their request.

(b) Should the fine called for herein remain outstanding for ten (10) days from the date of demand, the Association is hereby authorized to file a lien in the Public Records of Broward County, Florida against the Unit whose owner, family, tenant, or invitee is guilty in having violated a rule or regulation of the Association.

(c) If the fine is not paid within ten (10) days after demand, the fine shall bear interest from the date when due at the rate of 18 percent per annum, and the Association may bring an action at law against the Owner, personally obliged to pay the sum or may record a Claim of Lien against the Owner's Unit and may foreclose the lien against the Unit for which the fine is unpaid, or may authorize one or more of such remedies at the same time or successively and they shall be added to the amount of such fine, attorneys' fees and costs of preparing and filing the Claim of Lien and complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as provided for herein and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action.

(d) If the fine is not paid on the date when due, then such fine, shall become delinquent and shall, together with interest thereon and costs of collection as provided for herein, become a continuing lien on the Unit of the non-paying Owner, which shall bind such property in the hands of the Owner, its heirs, devisees, personal representatives, successors and assigns. Such lien shall only be effective, however, from the date it is recorded in the Public Records of Broward County, Florida.

(e) It shall be the legal duty and responsibility of the Association to enforce payment of the fines due hereunder.

(g) The lien of any fine provided for in this rule and regulation shall be subordinate to the lien of any mortgage recorded prior to the recordation of the Claim of Lien.

Action taken as of 13.2, 1989.

AKIVA SCHIFF, DIRECTOR


SHIMON COHEN, DIRECTOR


ERAN KLINGHOFER, DIRECTOR

**CORPORATE RESOLUTION:
ACTION TAKEN WITHOUT A MEETING**

Pursuant to Article V, Section 5, of the By-Laws of LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC., (the Association), this Corporate Resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

WHEREAS, the Declaration of Restrictions and Protective Covenants for LAKEVIEW COURTS AT JACARANDA, (the Declaration), in Article VI, Section 4, reserves unto the Association the right to establish such rules and regulations as are necessary or desirable to regulate the affairs of the Association; and

WHEREAS, some Members of the Association have consistently failed to timely make payments to the Association of the quarterly assessments; and

WHEREAS, said behavior unduly interrupts the orderly affairs of the Association by making it difficult to timely meet the obligations of the Association;

NOW, THEREFORE, BE IT RESOLVED:

1. The annual assessment shall be collected on a quarterly basis. The assessments shall be due on the first day of January, April, July, and October of each year. If the assessments are not received by the Association, on or before the 10th day thereof, then in addition to the assessment and the interest which accrues thereon there shall be due a fine of \$25.00. In addition, there shall a fine of \$25.00 for each returned or uncleared check presented to the Association for payment of the assessments. Said fine or fines shall become a lien on the Unit and shall bear interest at the same rate as the delinquent assessments and the Association may bring an action at law against the Owner personally obligated to pay the sum or may record a Claim of Lien against the Owner's unit and may foreclose the lien against the Unit for which the fine is unpaid, or may authorized one or more of such remedies at the same time or successively and added to the amount of such fine shall be attorneys' fees and costs of preparing and filing the Claim of Lien and complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as provided for in the Declaration of Restrictions and Protective

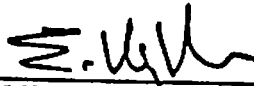
Covenants for Lakeview Courts at Maranda (the Declaration) and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action. Notwithstanding anything contained herein to the contrary, said fine or fines shall be a lien upon the Unit Owners' Unit only upon recordation in the Public Records of Broward County of a Claim of Lien.

2. Said obligation to pay the assessment and fine whether said obligation is reduced to a Claim of Lien recorded in the Public Records of Broward County, Florida or not shall be a continuing obligation of the non-paying Owner, which shall bind such property in the hands of the Owner, its heirs, devisees, personal representatives, successors and assigns.
3. It shall be the legal duty and responsibility of the Association to enforce payment of the fines due hereunder.
4. The lien of the fines provided for herein shall be subordinate to the lien of any mortgage recorded prior to the recordation of a Claim of Lien.

Action taken as of 13. 2, 1989.

AKIVA SCHIFF, DIRECTOR

SHIMON COHEN, DIRECTOR


ERAN KLINGHOFER, DIRECTOR

**CORPORATE RESOLUTION
ACTION TAKEN WITHOUT A MEETING**

Pursuant to Article VII, Section B of the Powers and Duties of the Board of Directors of Lakeview Courts of Jacaranda Homeowners Association, Inc. (the Association), this corporate resolution is hereby adopted by the unanimous consent of the Board of Directors by action taken without a meeting.

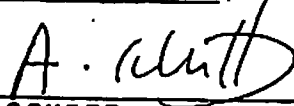
Whereas the Powers and Duties of the Board of Directors for Lakeview Courts at Jacaranda, in Article VII Section (B) provides for "Adopt and publish rules and regulations governing the use of the common area and facilities and the general conduct of the members and guests thereon, and to establish penalties for the infraction thereof."

Now, therefore, be it resolved:

1) Any member of the Association, or their guests, who leave bicycles on the common area will be subject to a fine of \$50.00 if not remedied the fine can be instituted every 10 days with no limit on total fine.

The President of the Association is hereby authorized to take all steps necessary and proper to implement this Resolution.

Action taken this day of August 15, 1988.



AKIVA SCHIFF, DIRECTOR



SHIMON COHEN, DIRECTOR



ERAN KLINGHOFER, DIRECTOR

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an Exhibit to the Declaration of Restrictions and Protective Covenants of Lakeview Courts At Jacaranda Homeowners Association, Inc., as described in OR Book 12394 at Page 602 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article XII of the By-Laws, that is, by 2/3rds vote of the Board of Directors present at a duly convenend meeting.

IN WITNESS WHEREOF, we have affixed our hands this 13 day of Dec, 1991, at Plantation, Broward County, Florida.

By: [Signature]
President

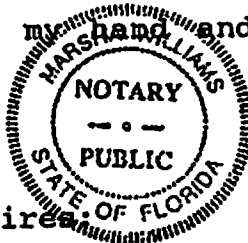
Attest: [Signature]
Secretary

Becker & Poliakoff, P.A.
Emerald Lake Corporate Park
3111 Stirling Road
Post Office Box 9057
Fort Lauderdale, Florida 33310-9057

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD

On this 13 day of December, 1991, personally appeared Lewis Wayne and Ron Ruckko, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH [Signature] and seal this day and year last above written.



[Signature]
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT. 24, 1994
BONDED THRU GENERAL INS. UND.

AMENDMENT TO THE BY-LAWS
OF
LAKEVIEW COURTS AT JACARANDA
HOMEOWNERS ASSOCIATION, INC.

("additions indicated by underlining; deletions indicated
by "----"; unaffected text indicated by ". . .")

ARTICLE VIII

OFFICERS:

. . .

Section 8. Duties. The duties of the officers are as follows:

a. President: The President shall preside at all meetings of the Directors; and, shall sign all leases, mortgages, deeds and other written instruments; ~~and shall co-sign all checks and promissory notes.~~

. . .

d. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursement made in ordinary course of business conducted within the limits of a budget adopted by the Board. ~~The Treasurer shall be required signatory on the check and notes of the Association.~~ The Treasurer, or his appointed agent, shall keep property books of account, and cause an annual audit of the Association books to be made at the completion of each fiscal year. He, or his appointed agent, shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request of a member.

. . .

Section 10. All checks and other drafts of the Association, drawn on any Association bank account, shall be executed by either the President or Treasurer and any one other Director. In addition, such check or draft may be executed by the President and Treasurer together.

. . .

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

(b) To the extent that the management of the Association knows to whom any vehicle in violation of this rule belongs, they shall give twenty-four (24) hours notice to said Owner to remove the vehicle from the property, or to have it properly repaired and licensed. Failure to comply with this rule shall result in the offending vehicle being towed away at owner's expense.

(c) The management of the Association is hereby authorized to retain a towing company on terms and provisions which they feel to be advantageous to the Association and to post signs informing all who may lawfully come upon the property with unauthorized vehicles that they may be towed at Owner's expense.

2. Use of Non-Authorized Garbage Collection Bags:

(a) Effective five (5) days after adoption of this rule, any person who places garbage at the curb for collection by the Plantation Utility Department, in any container other than one approved for such use by the Plantation Utility Department, shall be given a warning in writing for the first offense. For second offenses and each subsequent offense, they shall be fined \$50.00. This fine is due and payable immediately upon demand.

(b) In order to effectuate this provision, the Association and its employees and agents are hereby authorized to examine any garbage left upon the curb in an unauthorized container to determine who the offending individual may be.

(c) Should the fine called for herein remain outstanding for ten (10) days from the date of demand, the Association is hereby authorized to file a Lien in the Public Records of Broward County, Florida against the Unit whose Owner, family, tenant, or invitee is guilty of having violated this rule.

(d) If the fine is not paid within ten (10) days after demand, the fine shall bear interest from the date when due at the rate of 18% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the sum or may record a Claim of Lien against the Owner's Unit and may foreclose the Lien.

RECORDING STATEMENT

R 4 45
14:43

Finance Department
COUNTY RECORDS DIVISION
Broward County Governmental Center
P.O. Box 14668
Fort Lauderdale, Florida 33302
Date 19

FILE #

	THE RECORDS CENTER FEE OF \$9.00	
	FOR LUGGAGE COUNT AT THE RECORDS CENTER T/F \$1.50	
		\$
	1143 (1143)	\$
		\$
		\$
		\$
		\$
		\$
		\$
	1143	\$
	1143	\$
404 - 48	Broward County Board of County Commissioners	\$

This statement becomes a RECEIPT
when properly stamped by cashier

RECORDING STATEMENT

M BRECKEN, POLIAKOFF & STRATTON

3111 STICKLE ROAD

FL LAUDERDALE FL 33312-6505

RECEIVED FOR RECORD

FILE #

HISC
0000000 8661 1:42PM 5/3
TOTL \$10
0000000 8661 1:42PM 5/3
OFFICE USE ONLY

Finance Department
COUNTY RECORDS DIVISION
Broward County Governmental Center
P.O. Box 14668
Fort Lauderdale, Florida 33302
Date 5/20 19 90

	RECORD COPY OF AMENDMENT TO THE	\$	10.50
	By-Laws OF LAKEVIEW COUNTRY AT	\$	
	JACARANDA	\$	7.00
		\$	1.00
MANUAL W		\$	
with call)		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
404 - 48	Broward County Board of County Commissioners	\$	10.50

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an Exhibit to the Declaration of Restrictions and Protective Covenants of Lakeview Courts At Jacaranda Homeowners Association, Inc., as described in OR Book 12394 at Page 602 of the Official Records of Broward County, Florida was duly adopted in the manner provided by 2/3 of the Board of Directors.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of MARCH, 1990, at Lakeview Ct., Broward County, Florida.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 15 day of March, 1990, personally appeared _____ and _____, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
COMMISSION EXPIRES: APRIL 25, 1993.
JUDGES TRUST NOTARY PUBLIC UNDERWRITERS

MAY 31 11 35 AM '90

BK 17463PG0215

67

AMENDMENTS TO THE BY-LAWS
OF
LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

. . .

Section 2. At the first annual meeting the members shall elect three (3) Directors for a term of one year. ~~At each annual meeting thereafter, the members shall elect three (3) Directors for a term of one year.~~ Commencing with the annual meeting of 1991, the number of Directors to be elected shall be seven (7). The three (3) persons receiving the highest number of votes shall be elected as Directors for two (2) year terms. The four (4) persons receiving the next highest number of votes shall be elected as Directors for one (1) year terms. Thereafter, all Directors shall be elected for two (2) year terms.

. . .

BK17463PGU210

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., • 3111 STIRLING ROAD • POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057
TELEPHONE (305) 987-7550

This statement becomes a RECEIPT
when properly stamped by cashier

RECORDING STATEMENT

M BECKER, POLAKOFF & STRATTEN
3111 STIRLING ROAD
51 LANE SW 33312-6525

RECEIVED FOR RECORD

FILE #

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TOTL \$10.
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OFFICE USE ONLY

Finance Department
COUNTY RECORDS DIVISION
Broward County Governmental Center
P.O. Box 14668
Fort Lauderdale, Florida 33302
Date 5/20 19 92

	SECOND CLERK OF AMENDMENT TO THE	\$	10.50
	By-Laws OF LAKEVIEW C. D. & A. T.	\$	
	JACARANDA	\$	7.00
		\$	1.50
MANUAL W		\$	
WILL CALL		\$	
		\$	
		\$	
		\$	
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		\$	
		\$	
		\$	
404 - 48	Broward County Board of County Commissioners	\$	10.50

**AMENDMENT TO THE BY-LAWS OF
LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the By-Laws of the Lakeview Courts at Jacaranda Homeowners Association, Inc., (the "Amendment"), is executed as of the 3rd day of August, 1995.

WHEREAS, the purpose of this Amendment is to amend the By-Laws to specify that the maintenance supervisor not be a member of or reside at Lakeview Courts at Jacaranda Homeowners Association.

NOW THEREFORE, the Lakeview Courts at Jacaranda Homeowners Association, Inc. does declare that the By-Laws, an Exhibit to the Declaration of Restrictions and Protective Covenants of Lakeview Courts at Jacaranda Homeowners Association, Inc. as described in OR Book 12394 at Page 602 of the Official Records of Broward County, shall be amended as follows (additions indicated by redlining or shading, deletions by strikeouts, unaffected text indicated by ". . ."):

ARTICLE VII

...

Section 1. Powers. i. To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. The maintenance manager shall not be a member of the association, nor shall he be a resident of the association, or a relative of any Board Member.

...

IN WITNESS WHEREOF, this Amendment has been duly adopted in the manner provided by 2/3 of the Board of Directors and executed as of the day and year first appearing above.

**LAKEVIEW COURTS AT JACARANDA
HOMEOWNER ASSOCIATION, INC.
a Florida Corporation**

BY: _____

Simon Cohen, President

By _____

John Orts, Secretary/Treasurer

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME a Notary Public duly authorized to take acknowledgements personally appeared Simon Cohen, President, and John Orts, Secretary/Treasurer of Lakeview Courts at Jacaranda Homeowners Association, Inc. a Florida Corporation, to me well known to be the person who acknowledged that he executed the foregoing instrument as his act and deed on behalf of the Corporation.

WITNESS my hand and official seal this 12 day of September 1995.



OFFICIAL SEAL
Barbara E. Waters
My Commission Expires 8/7/97
Commission #CC 290740

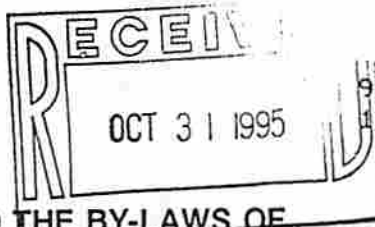
Barbara E. Waters

Notary Public - Printed

Barbara E. Waters

Notary Public - Signature

BK24036PG0157



95-455374 T#001
10-17-95 03:06PM

**AMENDMENT TO THE BY-LAWS OF
LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the By-Laws of the Lakeview Courts at Jacaranda Homeowners Association, Inc., (the "Amendment"), is executed as of the 3rd day of August, 1995.

WHEREAS, the purpose of this Amendment is to amend the By-Laws to change the number of Board Members from seven (7) to five (5).

NOW THEREFORE, the Lakeview Courts at Jacaranda Homeowners Association, Inc. does declare that the By-Laws, an Exhibit to the Declaration of Restrictions and Protective Covenants of Lakeview Courts at Jacaranda Homeowners Association, Inc. as described in OR Book 12394 at Page 602 of the Official Records of Broward County, Florida shall be amended as follows (additions indicated by redlining or shading, deletions by strikeouts, unaffected text indicated by "..."):

ARTICLE IV

...

Section 2. Selection and Term of Office. At the first annual meeting the members shall elect three (3) Directors for a term of one year. Commencing with the annual meeting of ~~1994~~ 1996, the number of Directors to be elected shall be ~~seven (7)~~ five (5). The three (3) person receiving the highest number of votes shall be elected as Directors for two (2) year terms. The ~~four (4)~~ two (2) persons receiving the next highest number of votes shall be elected as Directors for one (1) year terms. Thereafter, all Directors shall be elected for two (2) year terms.

...

IN WITNESS WHEREOF, this Amendment has been duly adopted in the manner provided by 2/3 of the Board of Directors and executed as of the day and year first appearing above.

**LAKEVIEW COURTS AT JACARANDA
HOMEOWNER ASSOCIATION, INC.**
a Florida Corporation

BY: Simon Cohen

Simon Cohen, President

By: John Orts

John Orts, Secretary/Treasurer

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME a Notary Public duly authorized to take acknowledgements personally appeared Simon Cohen, President, and John Orts, Secretary/Treasurer of Lakeview Courts at Jacaranda Homeowners Association, Inc. a Florida Corporation, to me well known to be the person who acknowledged that he executed the foregoing instrument as his act and deed on behalf of the Corporation.

WITNESS my hand and official seal this 12 day of September, 1995.



"OFFICIAL SEAL"
Barbara E. Waters
My Commission Expires 8/7/97
Commission #CC 290740

Barbara E. Waters

Notary Public - Printed

Barbara E. Waters

Notary Public - Signature

BK24036PG0156

**AMENDMENT TO THE BY-LAWS of
LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the By-Laws of the Lakeview Courts at Jacaranda Homeowners Association, Inc., (the "Amendment"), is executed as of the 3rd day of August, 1995.

WHEREAS, the purpose of this Amendment is to amend the By-Laws to provide for a separate bank account to be used for the deposit of special assessment funds and for the establishment of an audit committee to perform an internal review and engage an independent C.P.A. to review of the Association books at the completion of each fiscal year and to provide to the membership a copy of the CPA report as well as a budget for the new year.

NOW THEREFORE, the Lakeview Courts at Jacaranda Homeowners Association, Inc. does declare that the By-Laws, an Exhibit to the Declaration of Restrictions and Protective Covenants of Lakeview Courts at Jacaranda Homeowners Association, Inc. as described in OR Book 12394 at Page 602 of the Official Records of Broward County, of the Lakeview Courts at Jacaranda Homeowners Association, Inc. shall be amended as follows (additions indicated by redlining or shading, deletions by ~~strikeouts~~, unaffected text indicated by ". . ."):

ARTICLE VIII

...

Section 8. Duties. d. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disperse such funds as directed by resolution of the Board of Directors, provided , however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. A reserve bank account, separate from the operating account, will be used to deposit the proceeds from special assessments and any other amounts that the Board elects to keep segregated. All amounts on this account should be used only for the purposes intended and the financial statements should clearly reflect the balances, income and expenditures of this reserve account. The Treasurer, or his appointed agent, shall keep property books of account, and cause an annual audit internal review of the Association books to be made at the completion of each fiscal year by an audit committee of no less than three (3) Board members or officers appointed by the Board, and engage the services of an independent CPA to review, but not limited to expand the engagement, the balance sheet and the related statements of income and expenses and cash flows in accordance with standards established by the American Institute of Certified Public Accountants, and prepare the required tax returns. He, or his appointed agent, shall prepare an annual budget for the following year and mail to each homeowner a complete copy of the independent CPA report no later than ninety (90) days after the end of the fiscal year, and a copy of the budget on or before the annual membership meeting, and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request of a member.

...

Section 10. All checks and other drafts of the Association, drawn on any Association bank account, require two (2) authorized signatures. The authorized signatures are the ones from the President, the Treasurer, the Assistant Treasurer and any one other Director, shall be executed by either the President or Treasurer and any one other Director. In addition, such check or draft may be executed by the President and Treasurer together.

EX24036PG0158

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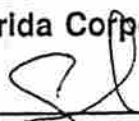
Section 10 (continued). The President or the Treasurer or the Assistant Treasurer shall be a required signatory on the checks and notes of the Association. In addition, such check or draft may be executed by any combination of two (2) signatures of the President, the Treasurer and the Assistant Treasurer.

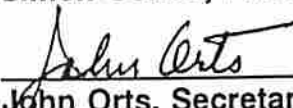
...

IN WITNESS WHEREOF, this Amendment has been duly adopted in the manner provided by 2/3 of the Board of Directors and executed as of the day and year first appearing above.

LAKEVIEW COURTS AT JACARANDA
HOMEOWNER ASSOCIATION, INC.
a Florida Corporation

BY:


Simon Cohen, President


John Orts, Secretary/Treasurer

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

STATE OF FLORIDA
COUNTY OF BROWARD

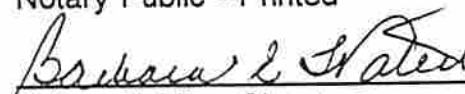
BEFORE ME a Notary Public duly authorized to take acknowledgements personally appeared Simon Cohen, President, and John Orts, Secretary/Treasurer of Lakeview Courts at Jacaranda Homeowners Association, Inc. a Florida Corporation, to me well known to be the person who acknowledged that he executed the foregoing instrument as his act and deed on behalf of the Corporation.

WITNESS my hand and official seal this 12 day of September, 1995.



"OFFICIAL SEAL"
Barbara E. Waters
My Commission Expires 8/7/97
Commission #CC 290740

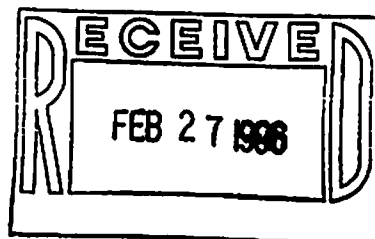
Barbara E. Waters
Notary Public - Printed


Notary Public - Signature

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CC: Head

F001



CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
LAKEVIEW COURTS AT JACARANDA

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Restrictions and Protective Covenants of Lakeview Courts at Jacaranda, as described in Official Records Book 12394 at Page 602 of the Public Records of Broward County, Florida were duly adopted in accordance with Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, we have affixed our hands this 12th day of February, 1993, at SUNRISE Broward County Florida.

By: Robert A. AngeloPrint: ROBERT A. ANGELOAttest: Ron HuchkoPrint: RON HUCHKO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of February, 1993, by Robert A. Angelo as President and Ron Huchko as Secretary of Lakeview Courts, 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 Barbara Tuckerprint BARBARA TUCKER

State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 11, 1993
BONDED THRU GENERAL INS. UND.

00449-0609
U.R. BOOK/PAGE
03-15-93 10:08AM

1500 W. Cypress Creek Rd.
Suite 207
Fort Lauderdale, FL 33309
Bro

AMENDMENTS TO
THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
LAKEVIEW COURTS AT JACARANDA

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

ARTICLE III
Membership and Voting Rights in the Association

. . .

Section 2. Voting Rights. The Members within the Association shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they choose among themselves but in no event shall more than one vote be cast with respect to any such Lot.

. . .

ARTICLE V
Association-Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within the Properties described in Article II, hereby covenants (subject to the provisions of Section 10 hereof), and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Access Areas as provided in Article IV hereof, including such reasonable reserves as the Association may deem necessary special assessments as provided in Section 4 hereof and assessments for maintenance as provided in Section 3 hereof, such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon, late charges and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon, late charges and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. . .

. . .

Section 11. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner, the Lien, Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon, late charges as may be imposed by the Board, in an amount determined by the Board, not to exceed the highest amount allowable under the law, and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period ~~and shall not pass to his successors in title unless expressly assumed by them,~~ as well as the personal obligation of any successor in interest.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the ~~rate of fifteen percent (15%) per annum~~ the highest annual percentage rate allowable under the law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment any late charge levied by the Board, attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided, any late charge imposed by the Board, and a reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action.

. . .

Section 4. Capital Improvements. Funds necessary for capital improvements relating to the Access Areas including purchase of personal property to be used in connection with the recreational areas which exceed \$2,500.00 in any calendar year, may be levied by the Association as special assessments, upon approval of a majority of the Board of Directors of such Association and upon approval by ~~two-thirds~~ the favorable vote of a majority of the Members of such Association voting at a meeting or by ballot as may be provided in the By-Laws of such Association.

. . .

ARTICLE VIII General Provisions

. . .

Section 3. Enforcement. (a) Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, any Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Developer, the Association, and Owner, or the Architectural Control Board. All costs of enforcement, and costs of appeals, shall be the responsibility of the party violating said covenant or restriction. Such costs, including attorney's incurred in gaining enforcement, regardless of whether litigation occurs, shall be the responsibility of the party violating said covenant or restriction and shall be collectible against the unit occupied by the responsible party in the same fashion as any special assessment, as provided in Article V herein.

(b) In addition to the means of enforcement provided in Sub-section (a) above, the Association shall have the right, power and authority to enforce the provisions of these covenants, the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association by assessing fines against an owner or that owner's guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as any other assessment such that the Association

shall have a lien against each unit for such purpose, as provided in the Declaration.

(i) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Covenants, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, regarding the use of common property, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies, if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine as determined by the Board, not to exceed the highest amount allowable under the law, for each offense.

(ii) In the event that the laws of the State of Florida are amended from time to time to provide for a procedure other than that provided herein, such procedure shall apply to the issuance of fines hereunder.

(iii) If a hearing is timely requested by the owner or other affected individual, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(iv) Subsequent to any hearing, or if no hearing is timely requested, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(v) A fine pursuant to this Section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of that unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

(vi) Nothing contained herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Community documents, including but not limited to legal action for damages or injunctive relief.

. . .

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recording of any instrument executed by (1) Developer, for so long as it holds title to any lot affected by this

~~Declaration, or, alternatively, (2) by approval of the Owners holding not less than two-thirds a majority vote of the membership in the Association, provided, that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained. No such Amendment shall become effective unless and until approved by the City of Plantation or its legal department.~~

. . .

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

CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
LAKEVIEW COURTS AT JACARANDA

94-134034
03-21-94

08:43AM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Restrictions and Protective Covenants of Lakeview Courts at Jacaranda, as described in Official Records Book 12394 at Page 602 of the Public Records of Broward County, Florida were duly adopted in accordance with Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, we have affixed our hands this 18th day of February, 1994, at Plantation, Broward County, Florida.

By:

Robert A. Angelo Pres
Print: ROBERT A ANGELO PRES

Attest:

Ronald Huchko
Print: RONALD HUCHKO SEC

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of February, 1994, by ROBERT A ANGELO as President and RONALD HUCHKO as Secretary of Lakeview Courts, 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

Sharon L. Shields
print SHARON L. SHIELDS
State of Florida at Large

My Commission Expires:



AMENDMENT TO
THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
LAKEVIEW COURTS AT JACARANDA

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

Article V
Association-Covenant for Maintenance Assessments

. . .

Section 3. Exterior Maintenance.

. . .

(b) The Association shall have the obligation of maintenance and replacement if, or when necessary, of the roofs upon the dwelling units and the exterior portions on the structures located on the common areas. However, in the event an Owner fails to notify the Association that a roof is damaged and/or requires repair which results in more severe damages to the roof, the cost of the repair, and/or replacement of that roof shall be the responsibility of the unit Owner. In such event, the Association shall repair the roof and assess the cost of such repairs to that unit, which shall be collectible in the same fashion as any other assessment under this Declaration. All exterior painting shall be performed by the Association at its expense unless the same is required by reason of the negligence or abuse of property by an Owner or occupant, in which event the cost thereof shall be charged solely to the abusive Owner and be a lien on his property. The Association shall establish such reserves to be collected as part of the monthly assessments as may be necessary to provide for the costs of the above maintenance in their normal course.

. . .

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

AMENDMENTS TO
THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
LAKEVIEW COURTS AT JACARANDA

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

Article V
Association-Covenant for Maintenance Assessments

. . .

Section 3. Exterior Maintenance.

. . .

(b) The Association shall have the obligation of maintenance and replacement if, or when necessary, of the ~~exterior portions of all structures and the roofs thereof~~ roofs upon the dwelling units and the exterior portions on the structures located on the common areas. All exterior painting shall be performed by the Association at its expense unless the same is required by reason of the negligence or abuse of property by an Owner or occupant, in which event the cost thereof shall be charged solely to the abusive Owner and be a lien on his property. The Association shall establish such reserves to be collected as part of the monthly assessments as may be necessary to provide for the costs of the above maintenance in their normal course.

. . .

Article VI
Covenants

. . .

Section 14. Damages to Buildings. Except to the extent repairs are the obligation of the Association, in the event a dwelling unit is damaged, through act of God or other casualty, unless the insurance proceeds received in respect thereto are required by an institutional mortgagee in reduction of its mortgage, that Lot Owner shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair or rebuilding of the dwelling unit to comply with this responsibility, and to promptly contract for and assure the completion of repairs to the exterior and roof of any premises and exterior of structures on the common areas which are the obligations of the Association. To accomplish the requirements of this section, each Owner, ~~and to extent the Association has a responsibility to the Association, the Association~~ shall insure each structure at the highest insurable value. The Association shall maintain in its records the status of each unit's insurance coverage and every policy shall provide for the notification to the Association in the event of any lapse in coverage. In the event that an owner fails to maintain adequate insurance coverage, as provided herein, the Association may, at its sole discretion, purchase such insurance. The cost of any such coverage shall be the responsibility of the affected unit owner and shall be deemed to be a special assessment against that unit, collectible in the same fashion as any other assessment.

. . .

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

BK20982PG0190

CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
LAKEVIEW COURTS AT JACARANDA

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Restrictions and Protective Covenants of Lakeview Courts at Jacaranda, as described in Official Records Book 12394 at Page 602 of the Public Records of Broward County, Florida were duly adopted in accordance with Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, we have affixed our hands this 23rd day of April, 1993, at Sunrise, Broward County, Florida.

By: [Signature] Pres
Print: Pres ROBERT A ANGELO
Attest: Ronald Huchko
Print: RONALD HUCHKO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of April, 1993, by Robert A An as President and Ron Huchko as Secretary of Lakeview Courts, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Florida Driver's License as identification and did take an oath.

NOTARY PUBLIC:

sign Barbara Tucker AA6737
print BARBARA Tucker
State of Florida at Large

LAW OFFICES
KAYE & ROGER, P.A.
CORPORATE SQUARE
1800 W. CYPRESS CREEK ROAD
SUITE 207
FORT LAUDERDALE, FLORIDA 33308

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 11, 1993
BONDED THRU GENERAL INS. UND.

DN6000100100

RECREATION PARCEL DESCRIPTION

A parcel of land lying within the Plat of Jacaranda Parcel 253, as recorded in Plat Book 119, Page 24 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 253 and the North right-of-way of Sunrise Boulevard; thence North 89°56'08" East along said Sunrise Boulevard right-of-way, a distance of 399.65 feet; thence North 00°03'52" West, a distance of 245.17 to the POINT OF BEGINNING; thence continue North 00°03'52" West, a distance of 10.50 feet; thence North 45°05'33" West, a distance of 36.75 feet; thence North 45°10'33" East, a distance of 21.38 feet; thence North 13°04'31" East, a distance of 30.03 feet; thence North 45°02'46" East, a distance of 17.90 feet; thence North 13°18'28" East, a distance of 9.71 feet; thence North 46°16'54" East, a distance of 23.17 feet; thence North 89°08'38" East, a distance of 32.92 feet; thence South 42°44'10" East, a distance of 18.15 feet; thence North 87°35'19" East, a distance of 9.62 feet; thence South 43°36'50" East, a distance of 43.35 feet; thence South 44°54'21" West, a distance of 39.58 feet; thence South 00°19'58" East, a distance of 46.93 feet; thence South 89°56'08" West, a distance of 84.65 feet to the POINT OF BEGINNING.

Said lands situate and being in the City of Plantation, Broward County, Florida and containing 0.2531 acres more or less.

EXHIBIT "A"

RECORDED IN THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF 13147 PAGE 749

86- 35495

This Special Warranty Deed Made the 24th day of January . A. D. 1986 by

SOUTH FLORIDA LAND INVESTMENTS, INC.,

a corporation existing under the laws of the state of Florida and having its principal place of business at 8801 West Sunrise Boulevard, Plantation, Florida 33322

hereinafter called the grantor, to

LAKEVIEW COURTS AT JACARANDA HOMEOWNERS ASSOCIATION INC., A Florida Corporation whose postoffice address is 8801 West Sunrise Boulevard, Plantation, FL 33322

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viz:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

SUBJECT TO: restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

726 50
In Broward County for Documentary
Stamp Tax \$ 12.45
Deputy

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

In Witness Whereof the grantor has caused these presents to

(CORPORATE SEAL)

be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

Secretary

SOUTH FLORIDA LAND INVESTMENTS, INC.

Signed, sealed and delivered in the presence of:

Matthew R. Winters
Flory E. RennaBy: ERAN KLINGHOFFER
PresidentSTATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

ERAN KLINGHOFFER,

well known to me to be the President and respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of January

A. D. 1986

Stacy Schrage
NOTARY PUBLICThis Instrument prepared by BAUMAN, WURTENBERGER & SCHOTTENFELD
ATTORNEYS AT LAWAddress Record and
Return to ONE NORTH UNIVERSITY DRIVE
SUITE B-210
PLANTATION, FLORIDA 33324NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 10, 1989
BONDED THRU GENERAL INS. CO.

86 JAN 30 AM 11 45

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