

BY-LAWS

OF

WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC.

A FLORIDA CORPORATION NOT-FOR-PROFIT

ARTICLE I

Identity

These are the By-Laws of WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC., herein called "ASSOCIATION," a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of the State of Florida.

1. Office. The office of the ASSOCIATION shall be located at 600 Corporate Drive, Suite 400, Ft. Lauderdale, Florida 33334, or at such other place as may be designated by the Board of Directors.

2. Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

3. Seal. The seal of the ASSOCIATION shall bear the name of the corporation, the word "Florida", the words "Corporation not-for-profit" and the year of incorporation.

ARTICLE II

Membership and Voting

1. Membership. The members of the Association, as set forth in Article IV of the Articles of Incorporation for Tract 70, shall consist of all the record owners of lots in the subdivision known as Tract 70, as recorded in the Public Records of Broward County, Florida.

2. Votes. Notwithstanding that all record owners shall be members of the Association, there will be only one (1) vote per lot. If a lot is owned by a corporation, husband and wife, partnership or otherwise, by more than one individual, and as a result there is more than one member with respect to such lot, the record owners of the lot shall designate a Voting Member to be named in a certificate signed by the record owners of the lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not filed with the Secretary of the Association, the vote of such lot shall not be considered.

## ARTICLE III

### Members' Meetings

1. Place. All meetings of the ASSOCIATION membership shall be held at the office of the ASSOCIATION, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

2. The annual members' meeting shall be held at the office of the ASSOCIATION at eight o'clock p.m., Eastern Standard Time, on the first Monday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if such day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.

3. Special members' meetings shall be held when called by the President of the ASSOCIATION or by a majority of the Board of Directors of the ASSOCIATION and must be called upon receipt of a written request from members entitled to cast one-half ( $\frac{1}{2}$ ) of the votes of the entire membership.

4. Notice of all members' meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the ASSOCIATION, and shall be mailed not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of such notice shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.

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

6. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting specified therein, and must be filed with the Secretary before the appointed time of the meeting.

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

- (a) Election of chairman of meeting;
- (b) Calling of the roll and certifying of proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Election of inspectors of election;
- (h) Election of directors;
- (i) Unfinished business;
- (j) New Business;
- (k) Adjournment.

## ARTICLE IV

### Directors

1. Membership. The affairs of the ASSOCIATION shall be managed by a board of not less than three (3) nor more than nine (9) directors, the exact number of which is to be determined at the time of appointment of the nominating committee by the then-existing Board of Directors.

2. Election of directors shall be conducted in the following manner:

(a) The first election of directors shall be held within the time set forth in Article V, Section 3 of the Articles of Incorporation of the ASSOCIATION.

(b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director to be elected as determined by the Board of Directors. At the annual members' meeting, nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3. Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4. Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary, providing a quorum shall be present.

5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

6. Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

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

9. Adjourned meetings. If at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum

is present. At any reconvened meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

11. Presiding Officer. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

12. Removal of directors. At any time after the first election of members of the Board of Directors as provided for in the Articles of Incorporation, at any duly convened regular or special meeting, any one or more of the directors may be removed with or without cause, by the affirmative vote of the voting members, casting not less than two-thirds (2/3) of the votes of the entire membership of the ASSOCIATION, and a successor may then and there be elected to fill the vacancy thus created. Should the membership then and there fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided for in Paragraph 13, below.

13. Vacancies on directorate. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred; provided, however, that where a position or positions on the Board of Directors becomes vacant by reason of the membership's removal from office of a director or directors, the membership then and there may fill the vacancy thus created by a simple majority of the votes cast at that meeting. If the membership does not so fill the vacancy or vacancies of the Board of Directors, the remaining members of the Board of Directors may do so as provided elsewhere in these By-Laws. An election by the directors held for the purpose of filling a vacancy or vacancies may be held at any regular or special meeting of the Board of Directors.

14. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the office of the corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the ASSOCIATION, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by action of the Board of Directors. Commencing with the directors elected at such first election of members of the Board, the transfer of title of his unit by a director shall automatically constitute a resignation, effective when such resignation is accepted by action of the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by action of the Board of Directors.

15. Order of Business at Directors' Meetings. The order of business at directors' meetings shall be:

- (a) Calling the roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;

- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

16. Directors fees. No director shall receive compensation for any service he may render to the ASSOCIATION; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

17. Powers and duties. The Board of Directors of the ASSOCIATION shall have the powers and duties necessary for the administration of the affairs of the ASSOCIATION and may do all such acts and things as are not by law or by the Declaration of Restrictions, this ASSOCIATION'S Articles of Incorporation or these By-Laws directed to be exercised and done by lot owners. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration of Restrictions, this ASSOCIATION'S Articles of Incorporation, these By-Laws, and all powers incidental thereto.

(b) To make assessments, collect said assessments and use and expend the assessments to carry out the purposes and powers of the ASSOCIATION.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of those lands and improvements to be maintained by the ASSOCIATION as defined in the Declaration of Restrictions, including the right and power to employ attorneys, accountants, contractors and other professionals, as the need arises.

(d) To designate one or more committees which, to the extent provided in the resolution designating such committee, shall have the powers of the Board of Directors in the management and affairs and business of the ASSOCIATION. Such committee shall consist of at least three (3) members of the ASSOCIATION. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors, or its contractor or employees, subject only to approval by lot owners when such is specifically required.

## ARTICLE V

1. Executive Officers. The executive officers of the ASSOCIATION shall be a President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by a Board of Directors, and who may preemptorily be removed by the vote of the directors at any meeting. Additionally, the Board of Directors in their sole discretion may elect a Vice President, who shall be a director, and Assistant Secretaries and Treasurers. Any person may hold two or more offices, except that the President who shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

2. President. The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members from time to time which he may in his discretion determine appropriate, and to assist in the conduct of the affairs of the ASSOCIATION.

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

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

5. Treasurer. The Treasurer shall have custody of all property of the ASSOCIATION, including funds, securities and evidence of indebtedness. He shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. Compensation. The compensation of all officers and employees of the ASSOCIATION shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the ASSOCIATION, nor preclude the contracting with a director for the management of the ASSOCIATION.

7. Books and Records. The books, records and papers of the ASSOCIATION shall at all times, during the reasonable business hours, be subject to inspection by any member. The Declaration of Restrictions, Articles of Incorporation and 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.

## ARTICLE VI

### Assessments

1. Assessments. The Board of Directors of the ASSOCIATION, as provided for in the Declaration of Restrictions, shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the ASSOCIATION. The expenses shall include expenses of the operation, maintenance and replacement of the lands and improvements to be maintained by the ASSOCIATION, costs of carrying out the powers and duties of the ASSOCIATION, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, taxes and any other expenses designated as expenses from time to time by the Board of Directors of the ASSOCIATION, or under the provisions of the Declaration of Restrictions recorded at Official Records Book 9175, Page 236 pertaining to Woodmont Tract 70, according to the plat thereof, recorded in Plat Book 106, Page 39 of the Public Records of Broward County. The Board of Directors is specifically empowered, on behalf of the ASSOCIATION, to make and collect assessments and to operate and maintain lands and improvements to be maintained by the ASSOCIATION. Funds for the payment of expenses shall be assessed against the lot owners as provided for in the Declaration of Restrictions. Regular assessments shall be payable monthly and shall be due on the first day of each month, unless otherwise ordered by the Board of Directors. Special assessments or levys, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

2. Payment of Assessments. When the Board of Directors has determined the amount of any assessment, the Treasurer of the ASSOCIATION shall mail or present to each lot owner a statement of said lot owner's assessment. All assessments shall be payable to the ASSOCIATION and, upon request, the Treasurer shall give a receipt for each payment made to the ASSOCIATION. Any assessments which are not paid when due shall be delinquent, and the ASSOCIATION may file a lien against the member's property as provided for in the Articles of Incorporation of the ASSOCIATION. If the assessment is not paid within thirty (30) days after the due date (the "Delinquency Date"), the assessment shall bear interest from the Delinquency Date until paid in full at ten (10%) percent per annum, and the ASSOCIATION may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien placed against his property. Said action at law may collect and said lien shall secure the interest due hereunder and all costs of collection, including reasonable attorneys' fees for all trial and appellate levels. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of facilities or services provided or by abandonment of his lot.

3. Amendment of Article V. This Article V may only be amended upon the vote of seventy-five (75%) percent of the votes of the total membership.

## ARTICLE VII

### Parliamentary Rules

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

## ARTICLE VIII

### Amendments

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

1. Notice. Notice of subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Directors or members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, provided that said approval is delivered to the Secretary or President at or prior to the meeting.
2. Vote of Majority of Directors. The Board of Directors may amend these By-Laws by vote of a majority of a quorum of the meeting for which notice of the proposed amendment was given.
3. Vote of Members. The membership of the ASSOCIATION may amend these By-Laws at a regular or special meeting of the members by a vote of 75% of the entire membership of the ASSOCIATION, either present in person or by proxy. An amendment adopted pursuant to this provision cannot be amended or repealed by the Board of Directors. Said amendment may only be amended or repealed by the membership of the ASSOCIATION by a vote of 75% of the entire membership of the ASSOCIATION.
4. Consent. Notwithstanding any other provision of this Article, no amendment shall discriminate against any lot owner nor against any lots, unless the lot owners so affected shall consent thereto, and no amendment shall be made which is in conflict with the Declaration of Restrictions or the Articles of Incorporation.

WOODMONT TRACT 70

SCHEDULE " " - TITLE EXCEPTIONS

1. Taxes and assessments for the year 1985 and subsequent years.
2. All matters set out on the Plat recorded in Plat Book 106, at Page 39.
3. Conditions and restrictions set forth in instrument dated October 7, 1980, filed October 10, 1980, in Official Records Book 9175, at Page 236.
4. Provisions of Agreement with Homeowner's Association recorded in Official Records Book 9667, at Page 538.
5. Provisions of License Agreement with the City of Tamarac recorded in Official Records Book 9667, at Page 543.
6. Easement granted to Florida Power and Light Company by instrument dated August 6, 1981, filed August 24, 1981, in Official Records Book 9759, at Page 971.
7. Provisions of Developer's Agreement between Montwood, Inc. and the City of Tamarac dated March 12, 1980, filed May 9, 1980, in Official Records Book 8898, at Page 418.
8. Easement granted to Florida Power and Light Company by instrument dated January 17, 1977, filed February 2, 1977, in Official Records Book 6895, at Page 39.
9. Amended Supplemental Declaration of Restrictions recorded February 17, 1984, in Official Records Book 11488, at Page 270 and which instrument was rerecorded August 8, 1985, in Official Records Book 12736, at Page 721.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE



H.M. KOFFLER

84- 57604

AMENDMENT SUPPLEMENTAL  
DECLARATION OF RESTRICTIONS  
FOR

85-264598

Designated Lots of WOODMONT TRACT 70, according to the plat thereof, as recorded in Plat Book 108, 106, Page 2/39 of the Public Records of Broward County, Florida; as said Designated Lots are more particularly described on Exhibit "A" attached hereto and made a part hereof.

WOODMONT CORP., the owner of the foregoing described Designated Lots, does hereby impress upon said Designated Lots the covenants, restrictions, reservations and servitudes, hereinafter set forth:

1. WOODMONT CORP. hereby acknowledges and re-adopts the Declaration of Restrictions as previously filed in O.R. Book 9175, Page 236 of the Public Records of Broward County, Florida, subject to the modification and additions as provided herein, provided if there is a conflict between the Declaration of Restrictions as recorded in O.R. Book 9175, Page 236 and these Amended Supplemental Declaration of Restrictions as they apply to the Designated Lots, as described in Exhibit "A" attached hereto, the Amended Supplemental Declaration of Restrictions for the Designated Lots shall prevail.

2. DEFINITIONS. As used in this Amended Supplemental Declaration of Restrictions, the following words have the following meanings.

a. "Architectural Committee" means the Architectural Committee described in Paragraph 3 hereof, which shall be the same "Architectural Committee" as described in Paragraph 3 of the Declaration of Restrictions as filed in O.R. Book 9175, Page 236 of the Public Records of Broward County, Florida.

b. "Developer" means WOODMONT CORP., a Florida corporation, and its successors in interest.

c. "Designated Lot" means a lot as shown on the plat of WOODMONT TRACT 70, according to the plat thereof, as recorded in Plat Book 106, Page 39 of the Public Records of Broward County, Florida, as specifically described on Exhibit "A" attached hereto, and any lot to which the owner of record thereof, subsequent to the date of the recording of this Amended Supplemental Declaration of Restrictions places of record in the Public Records of Broward County, Florida, a joinder and consent to these Amended Supplemental Declaration of Restrictions for the Designated Lots. (Designated Lot status be effective as of the date

Tiballi & Fayette  
Post Office Box 5648  
Fort Lauderdale, FL 33310

NOTE: THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT SCRIVENOR'S  
ERROR TO CORRESPOND WITH CORRECT DESIGNATION REFERENCED  
IN PARAGRAPH 2C HEREOF.

REC 12 / 00 PAGE 121  
85 AUG 8 PM 3:01  
REC 11 48 08 PM 2 / 0

HWK

of recording of said joinder and consent as to the respective lot for which a joinder and consent thereto has been recorded.)

d. "Designated Lot Owner" means the holder or holders of the fee simple title to a Designated Lot as defined herein.

e. "Person" means a person, firm association or corporation.

f. For the purpose of interpretation and applying the terms and conditions of the Declaration of Restrictions as filed in O.R. Book 9175, Page 236, as to WOODMONT TRACT 70, whenever the term Lot is used, it shall have equal meaning to the words Designated Lot as used in the Declaration of Restrictions and Amended Supplemental Declaration of Restrictions as they apply to the Designated Lot.

g. "Story" when used to define height of buildings means a reasonable vertical distance (including structural components) between floors of residential units, not including two-floor roof structures and/or stair or elevator towers which are reasonably required by code, mechanical operation, or architectural treatment to extend above the top residential level.

h. The use of any gender is deemed to include all genders; the use of the plural includes the singular.

i. "Association" means WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns, a copy of the Articles of Incorporation and By-Laws of said corporation are attached hereto and made a part hereof as Exhibit "B".

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

k. "Common Areas" shall mean the entranceway to WOODMONT TRACT 70 located at N.W. 83 Avenue and N.W. 75 Street both in the City of Tamarac, Broward County, Florida, as shown upon the plat of WOODMONT TRACT 70, or as reflected in that certain agreement recorded in O.R. Book 9667, Page 538, of the Public Records of Broward County, Florida, which is hereby incorporated by reference hereto, together with all improvements constructed thereon, within the Subdivision, fixtures and liens for the lighting of the above entranceway. Said common areas may not be owned by the Association, but may be dedicated to the public or a governmental subdivision.

3. MAINTENANCE. The Association shall maintain the common areas, all improvements thereon, and shall maintain the shrubbery and

REC 12/56 PAGE 122  
REC 11488 PAGE 271

H.M.R.

landscaping of the common areas, including spraying, fertilizing, mowing, edging, trimming and irrigating, at such times the Association, in its sole discretion, determines to be necessary or desirable, provided, however, the common areas and improvements thereon shall at all times be maintained to at least the minimum standards reasonably required by the City of Tamarac, Florida.

4. PAYMENT OF ASSOCIATION EXPENSES BY OWNER. The owner of each Designated Lot in the Subdivision is hereby made liable to the Association for a prorata share of the actual cost (including taxes and insurance) of the operation and maintenance of the common areas, and all other expenses of the Association.

Such prorata share of the actual cost shall be payable in equal monthly installments by each Designated Lot Owner to the Association commencing on the date of recordation hereof and shall be computed by dividing the total expenses of the Association for the preceding month by the number of Designated Lots; provided, however, that at no time prior to 1/1/86 shall the prorata share assessed against any Designated Lot exceed the monthly sum of Fifteen and 00/100 (\$15.00 ) DOLLARS. Each owner of a Designated Lot in the Subdivision agrees that the prorata share of the cost of the operation and maintenance of the common areas constitute a lien or charge upon such owner's Designated Lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach to be effective from and after the time or recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the Designated Lot, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall been fully paid. Such liens shall bear interest at the rate of ten (10%) per cent per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the Association when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee. Upon full payment, the Designated Lot Owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien

REC 12756 PAGE 723  
OFF REC 11488 PAGE 272

AMK  
of a mortgage or other lien held by any Institutional Lender. If Institutional Lender who holds a mortgage lien, shall accept and record a deed in lieu of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release the subordinate claim of lien. In any foreclosure by the Association, the Association shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the reasonable rental value of the Designated Lot and all improvements thereon. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

5. ASSOCIATION MEMBERSHIP. Each Designated Lot Owner shall automatically become a member of the Association, and each Designated Lot shall be entitled to one vote to be cast through the Designated Lot Owners. When such Designated Lot shall be cast by that Designated Lot Owner set forth in a certificate filed with the Association and signed by all persons owning an interest in said Designated Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Designated Lot.

6. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the Designated Lot Owners in the subdivision, the Developer, or the Association. Subsequent to the date the Developer ceases to have at least one Designated Lot, Developer shall cease to have the right to enforce the restrictions and requirements of this Amended Supplemental Declaration of Restrictions in its capacity as Developer.

7. The Owner, WOODMONT CORP., hereby designates that the Declaration of Restrictions may be enforced in addition to the Developer and/or the Architectural Committee by the Association and that wherever in the original Declaration of Restrictions the enforcement and rights and privileges were limited to the Architectural Committee and/or the Developer, there shall be added thereto the Association.

Paragraph 3 of the Declaration of Restrictions as recorded in O.R. Book 9175, Page 236 is hereby amended to read that any person desiring approval of any plans or specifications shall submit the same addressed to the Architectural Committee in care of WOODMONT CORP., 7801

OFF REC 12736 PAGE 724

REC 11488 PAGE 273

HWK

N.W. 80 Avenue, Tamarac, Florida, to the attention of Mr. Jay Krinsky, or as otherwise designated by the Developer.

IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be executed this 17 day of February 1984.

Signed, sealed, and delivered in the presence of:

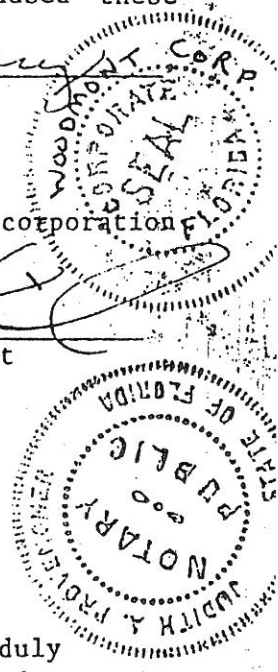
WOODMONT CORP., a Florida corporation

[Signature]

By [Signature]

Jay Krinsky, President

[Signature]  
As to Woodmont



STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the County and State aforesaid, to take acknowledgments, personally appeared JAY KRINSKY, as President of WOODMONT CORP., a Florida corporation, and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporation seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 17 day of February, 1984.

My commission expires:

[Signature]  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Oct. 18, 1997  
BONDED THRU HUCKLEBERRY, SIBLEY  
& HARVEY INSURANCE & BONDS, INC

OFF 12736 PAGE 725

REL 11700 PAGE 2 14

AMK

EXHIBIT "A"  
TO  
AMENDMENT SUPPLEMENTAL  
DECLARATION OF RESTRICTIONS  
FOR WOODMONT TRACT 70

Lots 1 through 8, inclusive, Lot 10, Lot 12, Lot 15, Lot 18, Lot 19,  
Lots 21 through 29, inclusive, and Lots 32 through 47 inclusive, of  
WOODMONT TRACT 70, according to the Plat thereof, recorded in Plat Book  
106, at Page 39 of the Public Records of Broward County, Florida

OFF 1 27 36 PAGE 726

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

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

REC 11 2 88 PAGE 275

80-297386

DECLARATION OF RESTRICTIONS

FOR

WOODMONT TRACT 70, according to the Plat thereof, recorded in Plat Book 106, Page 39 of the Public Records of Broward County, Florida

CITY NATIONAL BANK OF MIAMI, as Trustee, under the provisions of a certain Trust Agreement dated the 14th day of September, 1978, and known as Trust No. 5003183, the owner of the foregoing described lands, does hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

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

- a. "Architectural Committee" means the Architectural Committee described in Paragraph 3 hereof.
- b. "Developer" means MONTWOOD, INC., a Florida corporation, and its successors in interest.
- c. "Lot" means a dwelling unit site as shown on the Site Plan of WOODMONT TRACT 70, annexed hereto as Exhibit "A".
- d. "Lot Owner" means the holder or holders of the fee simple title to a lot as defined herein.
- e. "Person" means a person, firm, association or corporation.
- f. "Subject Property" means all of the property within WOODMONT TRACT 70, according to the plat thereof, recorded in Plat Book 106, Page 39 of the Public Records of Broward County, Florida.
- g. "Story" when used to define height of buildings means a reasonable vertical distance (including structural components) between floors of residential units; not including two-floor roof structures and/or stair or elevator towers which are reasonably required by code, mechanical operation, or architectural treatment to extend above the top residential level.
- h. The use of any gender is deemed to include all genders; the use of the plural includes the singular.

2. RESTRICTIONS. The following restrictions shall be placed against every lot and shall run with and bind the land:

- a. Construction sheds and trailers may only be

AMK

WILLIAM F. TIBALLI, Esq.  
Tiballi and Brown  
P. O. Box 5648  
Fort Lauderdale, FL 33310

THIS INSTRUMENT PREPARED BY AND RELIES ON:

100 00

Handwritten mark: "HAK"

placed upon a lot or lots and remain there temporarily during the course of active construction, but otherwise no portable buildings or trailers may be placed upon a lot or lots. The location of construction sheds and trailers, including temporary sales trailers, must be approved by the Architectural Committee which shall require the installation of appropriate landscaping and temporary parking areas and approve the aesthetic appearance of said trailer or shed as well as any and all signage. A sales trailer may be maintained upon the property subject to the above, until a model home is completed within the Property.

b. No building shall exceed two stories in height unless specifically approved by the Architectural Committee, in the Architectural Committee's sole discretion, which approval shall be limited to three-stories in height.

c. No trade, business or any other type of commercial activity may be conducted upon any lot, unless the same is zoned for such use. This provision shall not, however, prohibit the temporary use of any lot or lots for use as a sales office from which will be sold portions of the subject property or improvements constructed hereto.

d. All portions of lots not improved with structures or paving shall be kept as lawn or grass, except those portions planted with trees, shrubs, bushes and other plantings. In addition, all lands forming portions of a public right-of-way going between the boundary of a lot and the pavement installed within the right-of-way or in the case of waterways an elevation of the normal design water level, shall be grassed by the adjacent and abutting lot owner and maintained by him as a portion of his lawn. All landscaped or grassed areas on a lot including those within adjacent public right-of-ways, shall be irrigated by an underground sprinkling system (including automatic timing mechanism).

e. No graveled or blacktopped or paved parking strips shall be permitted except as approved in writing by the Architectural Committee, which approval may be arbitrarily withheld.

f. No clothes poles or clothes-drying apparatus may be placed upon any lot unless the same is hidden from view from all streets and roads. All garbage and trash containers and oil and gas tanks shall be either placed below ground level or in walled or fenced areas so same may not be viewed at street level from any other lot or from any street or roadways or from any golf course.

g. No exterior radio, television or electronic antenna or aerial may be erected or maintained on any lot; provided, however, that the Architectural Committee may grant temporary permission to erect and maintain television antennas to the owners of any dwelling units which cannot be served by existing cable television facilities because of the present unavailability of such facilities and which do not have sufficient space between the roof of such unit and the ceiling immediately below such roof to install an indoor antenna. Such temporary outdoor antenna must be removed at such time as cable television facilities are available to serve such dwelling units.

h. No automobiles or other vehicles may be parked or stored upon any non-paved area nor upon any public right-of-way. No truck, commercial vehicle, trailer, camper, boat or boat trailer may be parked or stored overnight upon any lot unless within an enclosed garage, or upon any public

Handwritten mark: "11/2/54"



HMK

or private right-of-way within the "Subject Property", except with the prior written approval of the Architectural Committee.

i. No hurricane or storm shutters shall be installed except of a type approved by the Architectural Committee.

j. No animals, livestock or poultry of any kind shall be kept, raised or bred within the confines of the "Subject Property" except dogs, cats and other household pets which may be kept thereon, provided they are not kept, bred or raised for any commercial purpose.

k. No building, fence, wall or other structure shall be erected or maintained upon any lot, nor shall any exterior addition, change or alteration thereof be made until plans and specifications showing the nature, kind, shape, dimension, height, material, landscaping and location of same shall have been submitted to and approved by the Architectural Committee. The Architectural Committee shall be permitted to employ aesthetic values in making its determination.

l. No docks, seawalls, boat landings, mooring posts or boathouses or ladders may be constructed except with the express written approval of the Architectural Committee as to the design, size, style, plan of construction and location. This approval may be arbitrarily withheld in any event.

m. The owners of all lots shall at all times maintain the lot, including the shrubbery and landscaping thereof in a neat, green and trim condition. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any lot, and no refuse pile or other unsightly object shall be placed or allowed to remain thereon. The property, buildings, improvements and appurtenances shall be kept in a clean, neat and attractive condition and all buildings and structures shall be maintained in a finished, neat and attractive condition. All driveways and other paved or pebbled areas shall be kept in a neat and orderly condition. In the event the owner or owners of any lot fail to maintain such lot in accordance with the above requirements of this paragraph, the Developer and/or the Architectural Committee and their successors and assigns may:

- (1) enter upon the lot for the purpose of performing the maintenance necessary to comply with the provisions hereof, which entry shall not be deemed as a trespass, and
- (2) contract with third persons to perform the maintenance necessary to bring the lot and its improvements in compliance with the above provisions, which said third persons may do without committing trespass.

Prior to the exercise of either remedy (1) or remedy (2) above, the Developer or the Architectural Committee, their successors or assigns, as the case may be, shall mail written notice to the lot owner, at either the address of the lot or the last known address of the owner, advising the owner of the defects, and shall not proceed with either of

9175 PAGE 238

AMK

said remedies unless the owner has failed to correct such defect within a period of thirty (30) days of mailing of such notice. All costs of curing of such defects, whether by the Architectural Committee, the Developer or third persons, shall be paid by the owner and shall become a lien against the lot upon the filing of a Notice of Lien among the Public Records of Broward County, Florida. Such lien may be enforced by foreclosure in the same manner as a mortgage. The cost of curing of such defects shall bear interest at the rate of ten (10%) per cent per annum from the date such costs were incurred, sustained or expended by the Developer or Architectural Committee, whichever is the sooner, until paid. In addition, the owner of the lot shall be obligated to pay a reasonable attorney's fees and all costs of collection in the event the sums due by the owner hereunder are collected through the services of an attorney. The lien above described shall secure this obligation to pay interest, attorney's fees and costs.

3. ARCHITECTURAL COMMITTEE. The "Architectural Committee" shall consist of three members selected by Developer, who shall have the right to change the membership thereof as the Developer deems appropriate. This duly constituted Committee or any member thereof shall be the authorized representative of Developer as defined in Paragraph 8. Any person desiring approval of any plans or specifications shall submit the same addressed to the "Architectural Committee" in care of MONTWOOD, INC., 7801 N.W. 80 Avenue, Tamarac, Florida, to the attention of Robert Post Fordham, or as otherwise designated by the Developer. Developer shall have the right to change the address for submission to the Architectural Committee by recording an amendment to this instrument among the Public Records of Broward County, Florida. Approval or disapproval by the Architectural Committee shall only be evidenced by a written instrument executed by at least one member of the Committee, provided, however, that should the Committee fail to act upon any submission to it within twenty-one (21) days from the receipt thereof by the Committee, such inaction shall be deemed approval of the submission. In the event that the Committee disapproves any proposed structure or exterior additional change or alteration, the Committee shall state the reasons for the disapproval.

4. INVALIDITY CLAUSE. Invalidation of any one or more of these covenants by a court shall in no way affect the other covenants, which shall remain in full force and effect.

5. EXISTENCE AND DURATION. The foregoing covenants, restrictions and servitudes shall be construed as covenants, restrictions and servitudes running with the land encumbered hereby, and shall remain in effect until the first day of January, 2022, or until cancelled and vacated by the Developer.

6. AMENDMENT. The terms hereof may be amended, modified, cancelled or vacated in whole or in part at any time by the Developer without the consent of or notice to any other person, and may be enforced only by the Developer and such other persons to whom the Developer grants the right of enforcement, and no other person shall be deemed beneficiaries hereof nor acquire any rights hereunder. Any amendment, modification, cancellation or vacation of the terms and conditions of this Declaration of Restrictions shall be



HWK


United States banking corporation, as Trustee under the provisions of a certain Trust Agreement dated September 14, 1978, and known as Trust No. 5003183, to me known to be the Senior Vice President and Corporate Trust Officer, of the corporation described in, and who executed the foregoing instrument and they acknowledged before me that they executed the same in said capacity.

WITNESS my hand and official seal in the State and County last aforesaid, this 7 day of Oct 1980.

My commission expires:

Notary Public, State of Florida at  
My Commission Expires March 11

George W. Smith  
Notary Public

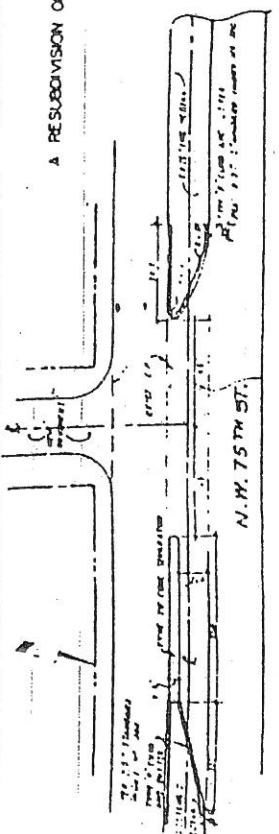


REC 9169 PAGE 241

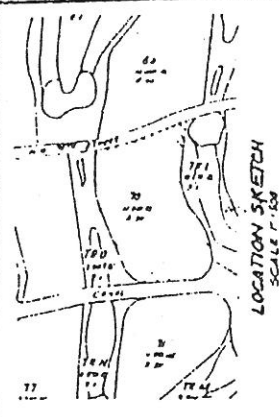
HMK

# WOODMONT TRACT 70

A RESUBDIVISION OF A PORTION OF FORT LAUDERDALE TRUCK FARM SUBDIVISION (PLAT BOOK 4, PAGE 31)  
SECTION 4, TOWNSHIP 49 SOUTH, RANGE 41 EAST  
CITY OF TALLAHASSEE, BROWARD COUNTY, FLORIDA



MEDIAN CUT DETAIL

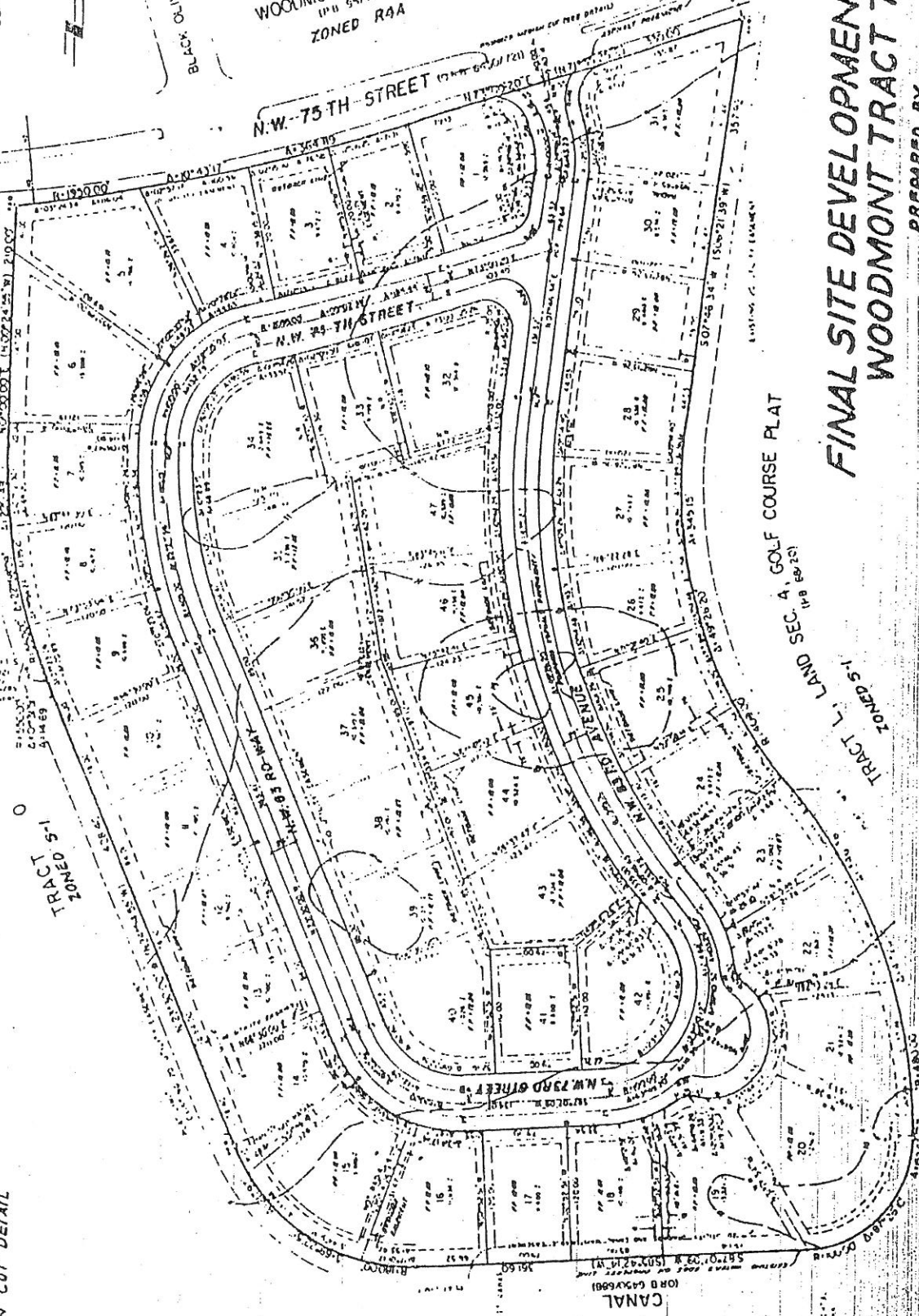


LOCATION SKETCH  
SCALE 1"=500

LAND SEC. 4 GOLF COURSE PLAT  
153 662201

TRACT 5-1  
ZONED S-1

WOODMONT TRACT 64  
(PUB 591401)  
ZONED R4A



- SURVEY NOTES**
1. ALL LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
  2. ALL LOTS ARE PERMANENT CONTROL.
  3. THERE SHALL BE A 3 FOOT UTILITY EASEMENT AT EACH LOT FOR ELECTRIC SERVICE FROM THE SERVICE LOCATION TO THE RESIDENCE.

SEE "RECORD" OF

LOT 1	324,649 SQ. FT.	2.0443 AC.
LOT 2	498,527 SQ. FT.	2.8372 AC.
LOT 3	615,132 SQ. FT.	3.4616 AC.

1. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

2. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

3. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

4. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

5. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

6. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

7. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

8. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

9. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

10. THE TRACT IS BOUND BY N.W. 75TH STREET TO THE NORTH, N.W. 71ST STREET TO THE SOUTH, N.W. 73RD STREET TO THE WEST, AND N.W. 75TH STREET TO THE EAST.

# FINAL SITE DEVELOPMENT PLAN WOODMONT TRACT 70

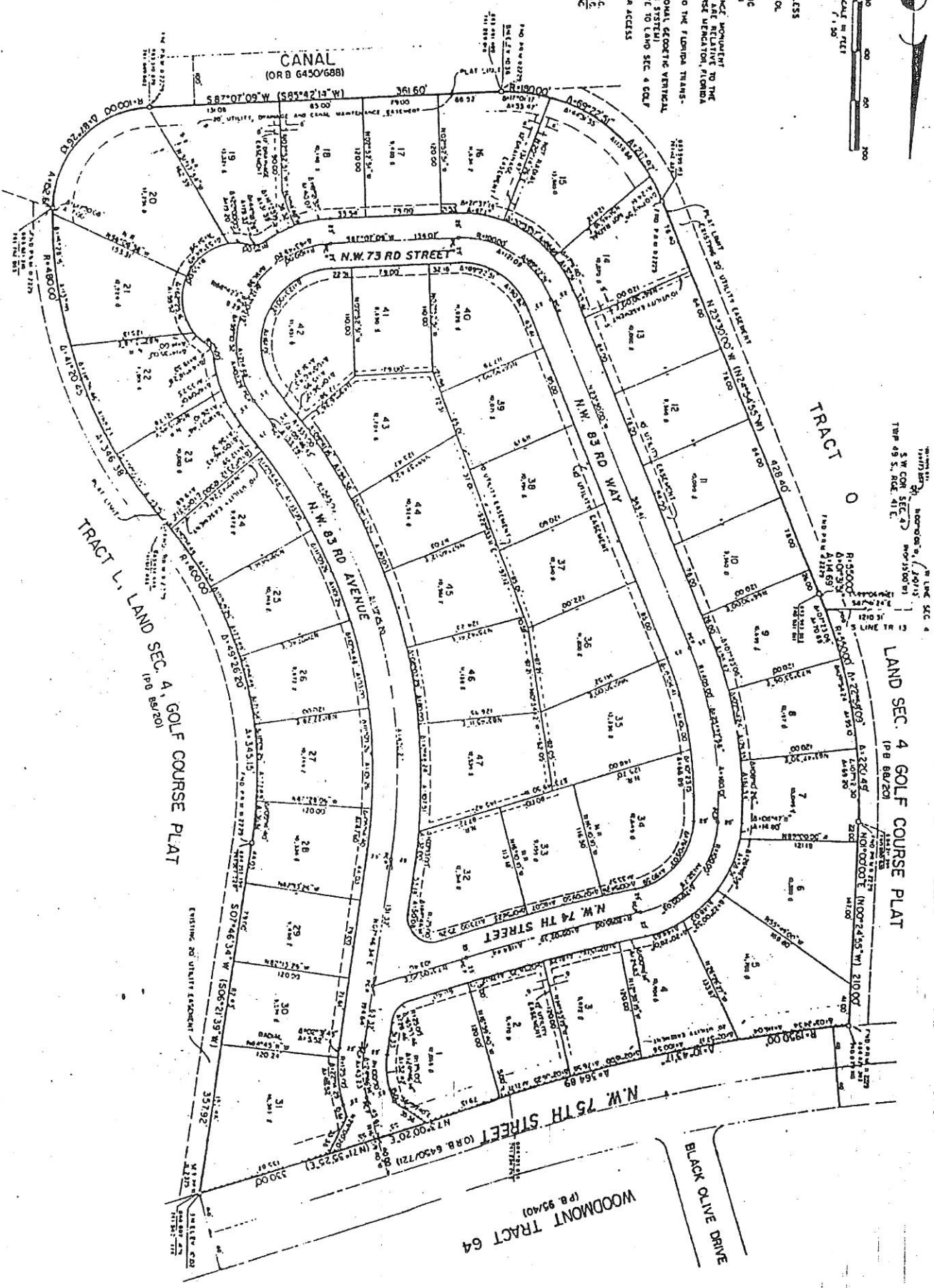
PREPARED BY  
VEITU AND ASSOCIATES



WOODMONT TRACT 70  
 A RESUBDIVISION OF A PORTION OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION (PLAT BOOK 4, PAGE 31)  
 SECTION 4, TOWNSHIP 49 SOUTH, RANGE 41 EAST  
 CITY OF TAMARAC, BROWARD COUNTY, FLORIDA  
 SHEET 2 OF 2



- SURVEY NOTES:**
1. ALL S&W LINES ARE RADIAL UNLESS NOTED OTHERWISE.
  2. "P.C." INDICATES PERMANENT CONTROL POINT.
  3. THESE SMALL ARE A 3 FOOT UTILITY EASEMENT FROM LOT FOR ELECTRIC SERVICE UNDER LOCATION.
  4. "P.M." INDICATES PERMANENT REFERENCE POINT TO THE RESIDENCE SERVICE LOCATION.
  5. "O.C.M." SHOWS POINTS RELATIVE TO THE FLORIDA TRANSFERRED SURVEY TRANSFERRED MERIDIAN, FLORIDA.
  6. "C.O.P." INDICATES POINTS RELATIVE TO THE FLORIDA TRANSFERRED MERIDIAN, EAST FROM THE POINT OF BEGINNING.
  7. ELEVATIONS SHOWN ARE BASED ON NATIONAL GEODETIC DATUM OF 1928 (TAMARAC BENCH MARK SYSTEM).
  8. "S.M." SHOWS POINTS RELATIVE TO LAND SEC. 4 ONLY.
  9. "A.C." INDICATES POINTS RELATIVE TO ACCESS.
- AREA TABULATION:**
- |              |                        |                 |
|--------------|------------------------|-----------------|
| LOTS 1-47    | 324,649 SQ. FT.        | 7.42 AC.        |
| LOT 48       | 2,573 SQ. FT.          | 0.06 AC.        |
| <b>TOTAL</b> | <b>327,222 SQ. FT.</b> | <b>7.48 AC.</b> |

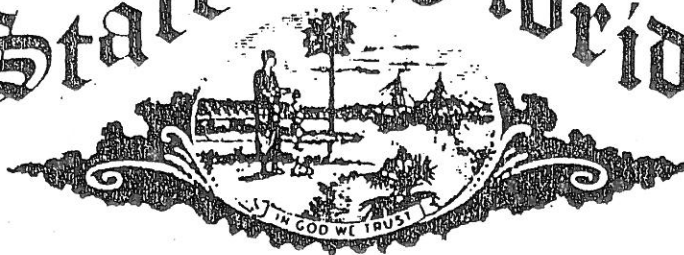


AMK

11/15/84

HMC

# State of Florida



Department of State

I certify that the attached is a true and correct copy of Articles of Incorporation of WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on June 3, 1981, as shown by the records of this office.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
8th day of July, 1983.



George Firestone  
Secretary of State

CER-101

9/15/84