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DECLARATION OF PROTECTIVE COVENANTS
COVERING THE DEVELOPMENT, USE AND
ENJOYMENT OF WELLEBY UNIT 100, AN
EXCLUSIVE RESIDENTIAL COMMUNITY.

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A.

DECLARATION OF PROTECTIVE COVENANTS
 COVERING THE DEVELOPMENT, USE AND
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 EXCLUSIVE RESIDENTIAL COMMUNITY.

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DECLARATION OF PROTECTIVE COVENANTS
COVERING THE DEVELOPMENT, USE AND
ENJOYMENT OF WELLEBY UNIT 100, AN
EXCLUSIVE RESIDENTIAL COMMUNITY.

WHEREAS, Millstream Corporation, a Florida corporation, herein called the "Developer" is the owner of fee title to the following described real property located in Broward County, Florida, to-wit:

All property comprising Welleby Unit 100, also referred to as the Lakes of Welleby, and more specifically described in Exhibit E;

and

WHEREAS, Welleby Management Association, Incorporated, a non-profit Florida corporation, as Lessee, has entered or will enter into a certain Long Term Lease, of certain Welleby Common Areas, which are part of the above described Welleby Unit and/or other Welleby Units all as more particularly described and provided in said Long Term Lease; and

WHEREAS, the Developer intends to improve and develop the above described property as an exclusive residential community, and to sell, grant, lease and/or convey parcels thereof;

NOW, THEREFORE, in consideration of the premises and the acceptance hereafter by the several purchasers and grantees of deeds of fee simple or other interests in parcels (herein called "Residential Units") of said property, the Developer hereby declares that said property, and each and every parcel thereof, shall be and become bound by these presents:

That parcels of the above described property are held and will be sold, conveyed, mortgaged and/or leased, held, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions, reservations, limitations, conditions, easements and agreements, to-wit:

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ARTICLE ONE

A. Welleby. All references herein to "Welleby" or to the "Welleby Community" shall refer to and shall pertain to the "Welleby Unit" for which this Declaration is filed as well as to other Welleby Units, if any, platted and/or so designated as Welleby Units in a Welleby Declaration of Protective Covenants by Developer or by another "Welleby Developer" as so designated by Millstream Corporation (herein referred to as "Welleby Developer"), in the general vicinity of this Welleby Unit.

B. Residential Unit. As used in this Declaration, a "Residential Unit" shall mean each platted lot or parcel (and improvements thereon) in the Welleby Community, designated for residential use by a Welleby Unit Plat and/or a Welleby Declaration of Protective Covenants, but excluding any platted lot or parcel, or part thereof, submitted to the condominium form of ownership or upon which a rental apartment building or rental apartment complex has been constructed and said construction is complete. As to a condominium, "Residential Unit" shall mean each Condominium Parcel comprising same which term "Condominium Parcel" is hereby defined to be an apartment together with the undivided share in the Common Elements and all easements, rights and interests which are appurtenant to the apartment. As to a rental apartment building or complex, "Residential Unit" shall mean each separate rentable room, unit or apartment located therein.

Notwithstanding anything provided above, all platted lots or parcels (and improvements thereon), and all completed condominium apartments, owned by Developer, Millstream Corporation or by another "Welleby Developer", shall not be included within the definition of "Residential Unit" except that a completed rental property shall be a Residential Unit in accordance with the provisions above if the Developer (or "Welleby Developer") owns said property for a period longer than three months after construction of said property is completed.

C. Welleby Management Association, Incorporated.

In order to provide continuity, the Developer has organized a non-

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profit corporation known as the Welleby Management Association, Incorporated, herein called the "Welleby Management Association," or the "Management Association," which will ultimately assume from Developer the full responsibility for maintenance and management of the Welleby Community.

D. Common Areas. All references herein to "Common Areas" or "Welleby Common Areas" shall refer to all property within the Welleby Community for the common use, benefit, and enjoyment of owners of Residential Units, their lessees, invitees and guests, and of invitees and guests of the Management Association and/or Developer, regardless of whether such property is leased or held in fee simple by the Management Association.

E. Open Land Areas. "Open Land Areas" shall be defined as those areas within the Welleby Community (which may or may not be part of Residential Units) upon which no building, residential or otherwise, has been constructed or is constructed at a future date.

F. Contingent Welleby Residential Unit Owners. During the period of Development of Welleby, as such period is determined by Developer, Developer and/or the Management Association shall have the power and right to designate certain individuals as "Contingent Welleby Residential Unit Owners." Only those individuals who have contracted to purchase Residential Units in Welleby, but have not closed such purchases, shall be eligible for designation as Contingent Welleby Residential Unit Owners.

Contingent Welleby Residential Unit Owners shall be entitled to the same rights (except voting rights) and privileges and shall be subject to the same responsibilities, assessments and tennis fees as owners of Residential Units in Welleby. Except with respect to voting rights described in Article Seven, all references herein to owners of Residential Units shall be understood to refer as well to Contingent Welleby Residential Unit Owners.

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In the event any Contingent Welleby Residential Unit Owner is declared by the Developer to be in default of his Welleby Purchase Agreement or fails to pay his assessments timely, his designation as a Contingent Welleby Residential Unit Owner shall automatically become null and void.

ARTICLE TWO

PLAN OF DEVELOPMENT

Welleby shall be improved and developed as an exclusive residential community for persons of good taste who wish to reside in a relaxed atmosphere of secluded comfort under a plan of continued management, maintenance and supervision which will perpetuate the beauty and charm of the community. The Developer will assume the responsibility for construction of all initial ground improvements, construction and grading of streets and roads, construction of lakes and waterways, installation of sewer and water lines and all other initial utilities as required, development and construction of recreation areas, clubhouses, if any, and other facilities, and for the complete beautification and landscaping of the community. Initially, the Developer will also have exclusive responsibility and authority in the management and maintenance of all Common Areas and community facilities and for the enforcement of this Declaration of Protective Covenants which responsibility and authority will ultimately be assigned to and assumed by the Management Association. Thereafter, the Management Association will maintain and manage the Welleby Community in accordance with this Declaration of Protective Covenants, the Declarations of Protective Covenants of other Welleby Units, if any, and the Certificate of Incorporation and By-Laws of the Management Association, and in accordance with such additional rules and regulations which the Welleby Management Association deems appropriate.

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Until January 1, 1983 or until such earlier time as the Developer elects, the Developer shall have the exclusive right and authority to appoint the directors of said Management Association and thereby shall exercise full, complete and exclusive control in the management and maintenance of Welleby, and shall perform all functions of the Management Association, notwithstanding any provisions herein contained to the contrary. Therefore, in each and every instance herein where a right, power, authority or interest is granted to or vested in, or obligation imposed upon the Management Association, it is understood and agreed that the term "Management Association" shall in fact refer to the Developer until the aforescribed assignment and delegation of powers and duties, authority and responsibility hereunder is recorded in the Public Records of Broward County, Florida.

ARTICLE THREE
USE RESTRICTIONS

A. Residential Areas:

The real property described in Exhibit A, if any, shall always be reserved for Residential Units. All residential structures shall be set back from streets, adjacent parcels and waterways as required by the Welleby Unit plat and/or the Declaration of Protective Covenants pertaining thereto, and in the absence of such specific setback requirements, then as required by any applicable city or county zoning ordinance;

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provided, however, that with respect to such Welleby requirements, the Management Association, in its sole discretion, may waive the setbacks in any instance in which such waiver will not impair appearance, view, use and enjoyment of other Welleby Units or the Welleby Community as a whole or will not be detrimental to the community.

B. Common Areas:

1.) Lakes: The real property described in Exhibit B, if any, ("Lakes") shall always be kept and maintained as bodies of water, together with any adjacent shoreline included within the said real property, in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Management Association. Pending final completion of construction by the Developer, the Developer reserves the right to expand and contract the shorelines of the Lakes and thereby to modify the boundaries of same. Accordingly, the exact location of any boundary between the Lakes and any contiguous Residential Property shall not become fixed until completion of construction by the Developer of all portions of Welleby contiguous to and surrounding the Lakes.

2.) Community Beautification Areas: The real property described in Exhibit C, if any, shall always be kept and maintained as Community Beautification Areas solely for the purpose of beautification of Welleby. These areas shall be maintained in substantially the same condition and appearance as established by the Developer.

3.) Land Recreational Areas: The real property described in Exhibit D, if any, shall be improved with recreational facilities and shall always be kept and maintained as recreational and social areas for the use and enjoyment of owners

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of Residential Units, their lessees, invitees and guests, all as more specifically provided hereinafter.

C. Developer's Use:

During the period of time Welleby is under development, the Developer and any other "Welleby Developer" as so designated by Millstream Corporation may use any of the above real property to maintain sales and administrative offices, and other facilities and equipment which the Developer deems necessary or desirable in the development and construction of Welleby.

ARTICLE FOUR

LONG TERM LEASE COVERING CERTAIN COMMON AREAS

The Management Association, as Lessee, has entered into a ninety-nine (99) year Lease (herein referred to as the "Long Term Lease"), providing for the leasing by said Lessee of certain Common Areas as described therein and in amendments and/or supplements thereto, which Common Areas shall be managed and maintained by the Lessee, its successors and/or assigns, for the use, benefit and enjoyment of all Welleby residents and their guests and invitees. Said Long Term Lease provides for payment of certain rentals to Lessor by Lessee, its successors, Sublessees and/or assigns and, being a net lease to Lessor, said Long Term Lease further provides that Lessee, its successors, Sublessees and/or assigns, and persons holding their interests by, through or under such Sublessees or assigns, shall assume the obligation for payment of the total expense of maintenance of said leased Common Areas as hereinafter provided and as more fully provided in said Long Term Lease and any amendments and/or supplements thereto.

As Developer or any other designated "Welleby Developer" conveys or leases a Residential Unit which is not an apartment or unit of a condominium, Lessee shall sublease to such grantee or lessee an undivided interest in and to the demised property. As platted lots or parcels or parts thereof are submitted to the con-

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dominium form of ownership, as evidenced by recordation in the Public Records of Broward County, Florida, of a Declaration of Condominium appertaining thereto, Lessee shall sublease to the governing Welleby Condominium Association an undivided interest in and to the demised property. Each such sublease shall be recorded in the Public Records of Broward County, Florida.

ARTICLE FIVE

EASEMENTS

A. Appurtenant Easements. Developer hereby grants to the owners of each and every Residential Unit in Welleby, their guests, lessees and invitees, as an appurtenance to the owners' fee title interest, a perpetual non-exclusive easement for the use and enjoyment of all Common Areas in Welleby which are not leased to the Management Association, for the uses and purposes hereinbefore designated, such use and enjoyment to be shared in common with the other owners of fee title interest in Welleby, their guests, lessees and invitees, and invitees of the Management Association as authorized by this Declaration of Protective Covenants and/or by the Rules promulgated by the Management Association.

The owners of each and every Residential Unit in Welleby, their guests, lessees and invitees shall have the right to the use and enjoyment of leased Common Areas pursuant to the terms of said Long Term Lease, the Declaration of Protective Covenants and/or the Rules promulgated by the Management Association.

B. Utility Easement. The Developer reserves to itself, its successors or assigns, such easements under, over, on and across Open Land Areas (as hereinbefore defined) as may be necessary for draining and for the installation and maintenance of utilities servicing all owners of Residential Units in Welleby and servicing Common Areas in Welleby, all such easements to be of a size and location as Developer in its discretion deems best as to minimize any inconvenience to the owners of interests in such Open Land Areas.

C. Management Easement. The Developer hereby reserves

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to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across all Residential Units, Welleby Common Areas and all other areas located in the Welleby Community for ingress and egress as required by its officers, directors, employees, agents and/or invitees in order to perform its duties and obligations as set forth herein.

D. Service Easement. Developer hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer to service Welleby, holders of mortgage liens on any Welleby property, and such other persons as the Developer or Management Association from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across areas to be determined from time to time by the Developer, its successors or assigns, and in the absence of such determination, to be over existing drives and walkways in the Welleby Community.

E. Additional Easements Pertaining to Common Areas. The Developer hereby grants and reserves a non-exclusive easement for ingress and egress over and across and through Open Land Areas (as hereinbefore defined) providing access for all owners of Residential Units in Welleby, their guests, lesses and invitees, to Common Areas separated from roads dedicated to the public the exact location of such easements to be determined from time to time by Developer, its successors or assigns, and in the absence of such determination, to be over existing drives and walkways in the Welleby Community.

The Developer hereby grants and reserves to itself and its successors and assigns a perpetual easement for the maintenance of all areas in Welleby fitting the following description, to wit:

A strip of land fifteen (15) feet in width contiguous to the boundary of any lake located in Welleby as said boundary is finally located by the Developer.

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F. General. The Management Association shall have the right from time to time to control and regulate all types of traffic on any existing private drives, including the right to prohibit use of same by traffic which, in the sole opinion of the Management Association, would or might result in damage to said drives or pavements or other improvements thereon, and the right to control and prohibit parking on all or any part of said drives. The Management Association shall have the unrestricted and absolute right to deny ingress to any person, who, in the opinion of the Management Association, may create or participate in a disturbance or nuisance on any part of the property comprising Welleby.

ARTICLE SIX

MAINTENANCE AND RENTAL OBLIGATIONS RE WELLEBY COMMON AREAS

Owners of Residential Units, or interests therein, shall be responsible for all expenses of maintenance of all Common Areas of Welleby and for rental obligations of those Common Areas which are leased. The maintenance expenses for which the owners are responsible, include, but are not limited to, the cost of insurance premiums for hazard and public liability insurance, costs of repair, replacement and/or additional improvements, lawn service, utility bills, personal property taxes, real property taxes and special assessments imposed by governmental bodies, use or other taxes (other than income taxes) on rentals, janitor services, grounds-keeping service, accounting and legal fees, wages and fees for managerial and other services and such additional sums as are necessary to provide a reasonable and adequate reserve fund for contingencies.

ARTICLE SEVEN

MEMBERSHIP IN WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED

Each owner of a Residential Unit in Welleby shall, by virtue of such ownership interest, be a member of the Management Association, and by acceptance of a deed or other instrument evidencing his ownership interest, upon compliance with

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other provisions herein pertaining to the acquisition and vesting of such ownership interest, each owner accepts his membership in the Management Association, acknowledges the authority of the Management Association to manage, operate and maintain Welleby as an exclusive, private residential community, and agrees to abide and be bound by the provisions of this Declaration of Protective Covenants, the Declarations of Protective Covenants of other Welleby Units, if any, the Certificate of Incorporation and By-Laws and other rules and regulations of the Management Association. It is understood and acknowledged that each owner is entitled to all of the rights, privileges and benefits of membership in the Management Association and that the owner(s) of each Residential Unit and appurtenances thereto shall be entitled to one vote for every Residential Unit owned, which vote may be exercised in the management of the affairs of the Management Association as provided in its By-Laws.

Each owner of a Residential Unit understands and acknowledges that the management and maintenance of Welleby shall initially be under the sole and exclusive control of the Developer. The Developer may delegate and assign to the Management Association, at any time, but shall in any event upon reaching the date January 1, 1983, all of Developer's rights, powers, duties and obligations as set forth in this Declaration of Protective Covenants.

ARTICLE EIGHT

SALE, LEASE, RENTAL OR OTHER TRANSFER OF RESIDENTIAL UNITS

The Developer reserves the right to disapprove prospective Purchasers for any reason whatsoever, without explanation. It is understood and agreed that investigation of the character, habits, and general desirability of each prospective purchaser is conducted by the Developer for the benefit of all present and future residents of this development in order to provide the finest in congenial living. Every sale subsequent to the initial sale by

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the Developer, or other "Welleby Developer" as so designated by Millstream Corporation, every lease, and every other transfer of a Residential Unit or interest therein except for a lease of a Residential Unit in a rental apartment building and except for a sale, lease or transfer of a Condominium Residential Unit shall be subject to the approval and right of first refusal of the Management Association as hereinafter provided. Residential Units subject to this right of first refusal may be leased only as an entirety and shall not be leased for periods of less than six (6) months unless this requirement is waived by the Management Association.

A. Summary Transfer. The following transfers may be approved summarily by the authorized officers of the Management Association.

1. Transfer to a spouse and/or other members of the immediate family of an owner or former owner who customarily resided with such owner.

2. Transfer with no change in approved occupants, either to a corporation in which an owner and/or members of his immediate family own a majority interest in the controlling corporate stock, or from such corporation to the approved occupants.

3. Transfer to a present approved occupant of a Welleby Residential Unit.

B. Procedure for Approval of Transfer.

1. Sale or Lease - An owner desiring to sell or lease his Residential Unit shall submit to the Management Association a true copy of any bona fide sales or lease agreement or memorandum of the terms thereof, the name and address of each proposed purchaser or lessee and/or occupant, hereinafter referred to as the Applicant, and such additional information as the Management Association may require. Within twenty (20) days of the receipt of such bona fide agreement or memorandum thereof, the Management Association shall approve or reject the proposed applicant, and in the event of rejection, the Management Association shall have a period of

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thirty (30) days from the date of rejection within which to provide the transferring owner with an approved applicant upon substantially the same terms and conditions as those contained in the agreement or memorandum submitted to the Management Association. An applicant provided by the Association shall close his transaction within fifteen (15) days of his approval. In the event of the failure of the Management Association to approve or reject an applicant within said twenty (20) day period, or after rejection, to provide an approved applicant within said thirty (30) day period, or in the event of the failure of the applicant provided by the Management Association to close the transaction within the time specified, then and in any such event, the Management Association, upon demand of the transferring owner, shall furnish a written approval of the original applicant submitted by such owner to the Management Association. The approval of the Management Association shall be in writing in recordable form, and shall be delivered to the approved applicant. In the event of a transfer to a corporation, the corporation shall furnish the names and addresses of persons who will be occupants of the Residential Unit, who shall each be subject to approval by the Management Association. The sale of a Residential Unit by sale of the stock of the corporate owner thereof shall not authorize any change of occupants except upon their approval as required in the case of a transfer to a corporation.

2. Other Transfers - The distribution of a Residential Unit by the personal representative of the estate of a deceased owner, or a gift, or a request by corporation for a change in the authorized occupants, shall be subject to and governed by the following provisions: In the event of any proposed transfer or change, the personal representative, donor, or authorized corporate officer, shall notify the Management Association of such proposed transfer in writing not less than thirty (30) days prior to the in-

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tended transfer. The party giving such notice shall furnish the name and address of each proposed transferee, the relationship of each, if any, to the then owner, and such additional information as may be required by the Management Association. Within twenty (20) days of receipt of such notice, the Management Association shall approve or reject such transfer, and in the event of rejection, the Association and the owner or the personal representative of a deceased owner shall then determine a mutually agreeable price for the sale of said parcel. In the event the Management Association and the owner or said personal representative, cannot agree as to a fair purchase price within ten (10) days of said rejection by the Management Association, then they shall each select an appraiser, which appraisers shall jointly agree on a fair purchase price, and if they cannot agree, then said appraisers shall select a third appraiser whose determination as to price shall be binding and conclusive on all parties. The Management Association will then have a period of thirty (30) days from the date of determination of price within which to provide the owner or said personal representative with an approved purchaser for such Residential Unit. In the event of the failure of the Association to perform as required within the time period specified, then the transferee originally proposed by the then owner shall be deemed approved and shall be delivered an approval of the Association in recordable form.

3. Mortgages. Every mortgage of a Residential Unit, or interest therein, other than a mortgage to an institutional lender (as hereinafter defined in Article Ten), shall be deemed to be subject and subordinate to any lien of the Management Association for assessments, regardless of the date of recordation of same, and in the event of mortgage foreclosure, the purchaser at the foreclosure sale or grantee of deed in lieu of foreclosure, will not be permitted to reside in Welleby except with the approval of the Management Association.

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Nothing contained in this provision or other provisions herein pertaining to transfers shall be applicable to purchasers at foreclosure sales of institutional mortgages as defined herein, provided the owner and holder of same has complied with other provisions of this Declaration of Protective Covenants, and such purchasers shall be approved and accepted as occupants and owners. Purchasers at sales of foreclosure of other liens or judgements or who accept a deed in lieu of foreclosure of such other liens or judgements, will not be permitted to reside in Welleby except with the approval of the Management Association.

C. Acknowledgment and Acceptance by Grantee. Each and every person acquiring a title or other interest in and to a Residential Unit shall execute in duplicate an "Acknowledgment and Acceptance by Grantee" bearing the approval of the Management Association, either as part of the deed of conveyance, or by separate instrument, which shall set forth substantially the same "Acknowledgment and Acceptance by Grantee" as contained in the initial conveyance of Residential Units by the Developer (or other Welleby Developer as hereinbefore defined). The original "Acknowledgment and Acceptance by Grantee" shall be recorded in the Public records of Broward County, Florida, and the duplicate copy thereof filed with the Association. Notwithstanding anything herein contained to the contrary, any transferee (or his lessees or invitees) acquiring a title or other interest in a Welleby Residential Unit shall not be permitted to reside in Welleby unless and until such transferee, being otherwise approved by the Management Association, executes said "Acknowledgment and Acceptance by Grantee."

Notwithstanding anything said above, the approval of the Management Association shall not be required on any "Acknowledgment and Acceptance by Grantee" prepared by Developer or its agent.

ARTICLE NINE

TENNIS FEE

The Board of Directors shall have the power, but shall not be required, to assess each owner of a Residential Unit a

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Tennis Fee if, and only if, such owner chooses to use the tennis courts located in Welleby. If a Tennis Fee is assessed, then notwithstanding any other provisions to the contrary herein, in other Welleby Declarations of Protective Covenants, in said Long Term Lease or in any other documents governing the Welleby community, only those owners who pay said Tennis Fee and the guests and invitees of the Developers and/or Management Association shall be permitted to use the tennis courts, except as otherwise provided by the Rules and Regulations promulgated by the Management Association.

Owners of Residential Units located in rental apartment buildings shall be required to pay a Tennis Fee for every Residential Unit therein for which said owners wish to provide tennis privileges.

This Tennis Fee is separate and independent of any other assessments levied as provided in Article Ten of this Declaration. The Tennis Fee, if any, shall be payable annually in advance or as otherwise determined by the Management Association. In no event shall the Management Association have a lien on a Residential Unit for the purpose of securing payment of said Tennis Fee.

ARTICLE TEN
ASSESSMENTS

The Management Association, its successors or assigns or authorized agents, shall assess the owner of each Residential Unit for the purpose of providing funds for the payment of the expenses of the maintenance obligations, rental obligations, and any other authorized expenses as would or may be required by the terms and conditions of this Declaration of Protective Covenants and the aforementioned Long Term Lease. The owner or owners of each Residential Unit shall be obligated for and by acceptance of fee title or other interest therein agree to pay their proportionate share of the total assessments required as aforesaid and as hereinafter set forth. During the period of development of Welleby, as so designated by the Developer, Developer shall pay the balance of said expenses for said maintenance obligations to the extent that the assessments collected from Residential Unit owners are not sufficient to maintain the Welleby Common Areas.

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A. Proportionate Share of Owner of a Residential Unit.

Except as otherwise herein provided, the proportionate share of the said total assessments for Welleby allocated to and chargeable against each Residential Unit and the Owner thereof shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Residential Units in the Welleby Community plus the total number of Contingent Welleby Residential Unit Owners:
For example:

$$\frac{1}{\text{Total number of Residential Units} + \text{Total number of Contingent Welleby Residential Unit Owners}}$$

B. Regular Assessments. The Management Association shall prepare an annual budget not less than 30 days in advance of the commencement of each fiscal year which shall project the estimated total expenses of leasing certain Common Areas of Welleby and managing and maintaining all the Common Areas of Welleby for the forthcoming year, and the amount of the assessment obligation (sometimes referred to as the "lease/maintenance fee") of the owners of each Residential Unit for said forthcoming year. In the event the Management Association fails in any instance to prepare said annual budget, then the owners shall pay assessments based on the budget for the preceding year, until such time as said new budget has been prepared.

C. Special Assessments. The Management Association shall levy special assessments to cover any additional management and maintenance costs (exclusive of permanent improvements having a cost in excess of \$10,000.00) for which the regular assessments have been insufficient. Special assessments for additional permanent improvements to Common Areas and/or community property costing in excess of \$10,000.00 may be made by the Management Association only with the consent of two-thirds (2/3) of the total ownership interests of Welleby Residential Units.

D. Assessments for Maintenance of Residential Units.
Each owner of a Residential Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be

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limited to, the periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. In the event of the failure of an owner or owners of Residential Units to maintain their property as required herein, then the Management Association, after first giving thirty (30) days notice to such owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions and the owner or owners of said property shall be assessed for the expense of same. Assessments may also be levied against any Residential Unit for any damage to Common Areas and/or community property which may be caused by the owners of such Residential Units, their lessees, guests or invitees.

E. Payment and Default. Regular assessments shall be made on a monthly basis, and shall be due and payable in advance on the first day of each month of each year. Special assessments and assessments for maintenance of Residential Units shall be due and payable upon the mailing of notice of same to the owners of Residential Units at the last address furnished by the owners to the Developer or the Management Association, or to the governing Condominium Association as to Condominium Residential Units. All assessments shall be collected by and made payable to the Management Association; provided, however, that as to assessments on Condominium Residential Units all assessments shall be collected by and made payable to the governing Welleby Condominium Association which shall, in turn, transmit such assessments to the Management Association. Each governing Welleby Condominium Association shall collect Management Association assessments in the same manner said Condominium Association collects its own assessments (as if Management Association assessments were Condominium Association assessments) and each such Condominium Association shall be liable to the Management Association for the total of all assessments due and owing

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by the owners of all Residential Units of all Condominiums governed by such Condominium Association. At the option of the Management Association, all assessments more than 15 days past due shall bear interest at the rate of ten percent (10%) per annum from the due date thereof until paid. Joint owners of Residential Units shall be severally and jointly liable for the full amount of all assessments chargeable against said Residential Units. In the event any Condominium Residential Unit owners are more than 10 days delinquent in the payment of sums due and owing pursuant to the terms of this Declaration, then upon request from the Management Association, the governing Condominium Association shall furnish to the Management Association forthwith the names and addresses of all such delinquent Residential Unit Owners and the amount due and owing from each.

In the event an assessment is not paid within 15 days of the date that payment of same is due, then the Management Association shall send notice of default to such delinquent owner by personal delivery, or by registered mail, return receipt requested, addressed to the said delinquent owner at the last address furnished by said owner to the Developer, to the Management Association or to the governing Condominium Association as Condominium Residential Units. In the event such default continues for an additional 30 days after delivery or mailing of said default notice, then, without further notice or demand, the Management Association may take such action as it deems necessary to collect the past due sums and/or to foreclose the lien on the Residential Unit of said delinquent owner, all as hereinafter provided.

F. Lien for Assessments. The Management Association shall have a lien for the purpose of securing the payment of all expenses of leasing and maintaining all areas of Welleby which are for the common use and enjoyment of all owners of Residential Units or interests therein, all as hereinbefore provided, and which shall also include all costs, expenses, damages and attorneys' fees which may be incurred or

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sustained by the Management Association in the collection of such assessments and enforcement of this lien, and for the purpose of securing the performance by each and every owner of a Residential Unit or interest therein of any and all the covenants, conditions and obligations of this Declaration of Protective Covenants, Declarations of Protective Covenants of other Welleby Units, if any, and the said Long Term Lease (including payment of the rentals due thereunder). The Management Association's lien shall be an encumbrance against each Residential Unit of a defaulting owner, against the interest in the demised property which has been sublet for the benefit of the owners of interests in such Residential Unit, and against all easements, rights and interests which are appurtenant to such Residential Unit; provided, however, that as to a Residential Unit which is located in a rental apartment building or rental apartment complex, the lien of the Management Association shall be an encumbrance against the entire platted lot or parcel, or part thereof, upon which such apartment building or complex has been constructed, all improvements located thereon, the interest in the demised property which has been sublet for the benefit of the owners of interests in such rental apartment building or complex, and all easements, rights and interests which are appurtenant to such rental apartment building or complex, and the Residential Units comprising same. The lien of the Management Association shall be effective as of the date of recordation of same in the Public Records of Broward County, Florida. Except as hereinafter provided, no lien shall be recorded until an assessment has been unpaid for five (5) days after the Management Association has given notice (as provided in Subparagraph 10E above) that such assessment is past due. The said lien of the Management Association shall have first priority over all liens of every nature regardless of the time of recordation of same, except the lien of a first mortgage given to an institutional lender, which institutional lender is hereby defined to be a bank, savings and loan association, insurance company or Massachusetts Business Trust authorized to do business in the State of Florida (hereinafter referred to as an "institutional mortgage"), and except for the Lessor's lien as provided by

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said Long Term Lease. Specifically, the Management Association's lien for assessments for leasing certain Common Areas of Welleby, and for maintenance and management of all Common Areas of Welleby shall be superior to the lien for assessments of any Welleby Condominium Association. However, the Management Association's said lien specifically shall be subordinate to the lien of an institutional mortgage encumbering a Residential Unit in Welleby for and during the existence of such mortgage lien and shall be subordinate to any interest of such institutional lender in such Residential Unit during any period of time that such institutional lender holds title to such Residential Unit as the result of the acquisition of such title through the foreclosure of its mortgage, or the acquisition of title by deed in lieu of foreclosure, except during any period of time that said Residential Unit is leased by such institutional lender. In the event of foreclosure of such institutional mortgage, the issuance of a Clerk's Certificate of Title, or other final instrument of conveyance from the Court having jurisdiction of the foreclosure proceedings, or the recordation of a deed in lieu of foreclosure, shall act as an automatic satisfaction of the Management Association's lien for past due assessments. The foregoing shall not preclude the Management Association from proceeding for a money judgment against the defaulting owner of such Residential Unit or against the governing Condominium Association as to a Residential Unit comprising part of a Condominium. The Management Association shall have no right to claim any assessments from such institutional lender for any period of time during which the Management Association's lien is subordinate to the lien or interest of such institutional lender as aforesaid. It shall not be necessary for such institutional lender to name the Management Association in a foreclosure action in order to effectuate subordination rights herein given to such institutional lender.

The Management Association's lien may be foreclosed in a like manner as a foreclosure of mortgage on real property.

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Suit to recover a money judgment for any unpaid assessments may be maintained without waiving the lien securing the payment thereof. In the event of a foreclosure of the assessment lien, the Management Association shall be entitled to bid at the foreclosure sale, and to become the owner of the Residential Unit being foreclosed. In the event the Management Association becomes the owner of a Residential Unit as a result of the foreclosure of such lien, or otherwise by virtue of default, the Management Association may sell or lease same upon such terms and conditions as it deems best. In the event of such sale by the Management Association, the proceeds realized therefrom, together with any proceeds realized in an interim leasing or renting of said Residential Unit shall be applied first in payment of all past due assessments and obligations charged against the same, and then in payment of any and all costs, expenses, commissions and/or fees incurred in recovering or obtaining possession of said Residential Unit in the sale or leasing of same, in maintaining same, and/or in repairing or redecorating improvements located thereon or therein. After payment of the foregoing, any remaining sums shall be paid over and delivered to the defaulting owner of said Residential Unit. In the event of foreclosure of an assessment lien, the owner of the Residential Unit being foreclosed shall pay a reasonable rental to the Management Association for the same during the existence of the foreclosure proceedings, and the Management Association shall be entitled to the appointment of a receiver by the Court having jurisdiction of said proceedings.

The lien for assessments, except as otherwise herein provided, shall survive all foreclosure proceedings and all transfers of whatever nature, and the transferee of the property foreclosed, upon acquisition of such interest,

shall be liable for all past due and continuing assessments charged against the same. The Management Association shall furnish a written statement showing the status of assessments chargeable against any Residential Unit upon written request of any person intending to purchase, encumber or otherwise acquire an interest in same, and any such statement signed by an officer of the Management Association and bearing the seal of the Management Association shall be conclusive and binding upon the Management Association.

In the event of default of an institutional mortgage as hereinbefore defined, the Management Association shall have the right to cure such default, and in such event, any payments or expenditures made by the Management Association in so doing shall be treated as assessments chargeable against the property encumbered by such institutional mortgage, for which the Management Association shall have a lien as hereinbefore provided. Immediately upon making such payments or expenditures, the Management Association shall file said lien for assessments in the Public Records of Broward County, Florida, which shall cover all past due assessments and subsequently accruing as hereinbefore provided.

ARTICLE ELEVEN

INSURANCE

There shall be maintained in effect at all times on all Common Areas public liability insurance having minimum limits of \$1,000,000 for bodily injury either to one person or to multiple persons injured as a result of a common accident, and \$100,000 for damage to property. Such policy or policies shall provide coverage for claims of third persons against the Developer (and/or other Welleby Developers, their successors or assigns), the Management Association, its successors, Sublessees and/or assigns, as their respective interests appear. Such insurance shall also provide

for claims of third persons against the Management Association and its members, and for each individual member against the Management Association and all members. If any Welleby Condominium Association is the Sublessee and/or assignee of said Long Term Lease for the benefit of owners of interests in a Residential Unit, then said insurance shall also provide for claims of third persons against said Welleby Condominium Association, against the members of said Welleby Condominium Association and for each individual member of said Welleby Condominium Association against the said Welleby Condominium Association and its other members.

There shall also be maintained in full force and effect at all times hazard insurance naming the Management Association, its successors, Sublessees and/or assigns as the insured, providing coverage against fire, windstorm, other perils and such other loss as is deemed advisable, in an amount equal to the full replacement value of all insurable improvements and tangible personal property located in, on and about said Common Areas.

The premiums for said public liability and hazard insurance shall be paid by the Management Association and charged to the owners of Residential Units as part of the total annual assessments in the manner hereinbefore provided.

ARTICLE TWELVE

DAMAGE OR DESTRUCTION

In case of damage or destruction of any improvements located on, in or about the Common Areas, the Management Association shall determine the extent of the total loss due to the casualty, shall promptly notify the insurance carrier of the loss, and shall negotiate for payment and disbursement of such insurance proceeds as may be payable as a result of such casualty. If the cost of repairs or reconstruction of the damaged or destroyed premises exceeds the amount of in-

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surance funds available, then the Management Association shall levy a special assessment against the owners of all Residential Units in order to obtain the balance of the total funds required for such repairs or reconstruction. The assessment shall be levied and collected as in the case of other assessments, and the funds collected shall be deposited with the Association in a special fund for reconstruction.

ARTICLE THIRTEEN

BUILDING PLANS APPROVAL

For the purpose of further insuring development of Welleby as a desirable residential community of the highest standard, the Management Association reserves the right and authority to control the type, nature and design of all buildings, structures and other improvements constructed in Welleby. Each owner of a platted lot or parcel in Welleby, or interest therein, covenants and agrees that no building, wall, cabana, swimming pool, dock, boathouse, aerial, antenna (including TV ANTENNA), air conditioning or heating unit, or other structure of whatever nature shall be placed upon such property unless and until plans and specifications therefore have been approved in writing by the Management Association. Each such building, wall, or other structure, shall be placed on the premises only in accordance with the plans and specifications so approved. Approval may be refused on any ground, including purely aesthetic grounds, all in the sound and uncontrolled discretion of the Management Association. No alteration in the exterior appearance of any such building, wall, etc., or other structure shall be made without similar approval.

In the event the Management Association, its successors or assigns, fails to approve or disapprove the plans or specifications submitted to it by the owner of a platted lot or parcel in Welleby, or interest therein, within 30 days after written request therefor, then such approval shall be deemed given; provided, however, that no building or other structure

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which violates any of the covenants and restrictions herein contained shall be erected or be allowed to remain as part of a platted lot or parcel.

ARTICLE FOURTEEN

BOUNDARY WALLS

Walls, fences, hedges and other types of permanent boundary structures shall be limited to a height of five feet above the normal surface of the ground between the projection of the front edge of the main residential building thereon and rear boundary of each platted lot or parcel, and across the rear boundary thereof, and shall be limited to a height of four feet above the normal surface of the ground on all other boundary locations, unless otherwise approved in writing by the Management Association. Fences shall be of "cyclone" type chain link unless otherwise approved by the Management Association. Notwithstanding any of the foregoing, no fence, hedge or other type of permanent boundary shall be permitted on that portion of a platted lot or parcel between the projection of the front edge of the main residential building thereon and the front boundary thereof unless approved in writing by the Management Association.

ARTICLE FIFTEEN

RESTRICTED USE OF BOATS AND BOATING

No vessel or boat shall be anchored offshore in any of the lakes or waterways of or adjacent to Welleby so that the same shall in anywise interfere with the use of such lakes or waterways by others. No boat canal shall be dug or excavated in any platted lot or parcel without the written approval of the Management Association. The Management Association shall have the right to regulate the type, size of boats or vessels which may be used on the waterways or lakes in the Welleby Community. The Management Association shall have the right, power and authority to regulate and control traffic in and use of the lakes and waterways of Welleby in such manner as the Management Association

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deems in the best interest of all Welleby residents.

ARTICLE SIXTEEN

RESUBDIVIDING OF RESIDENTIAL UNITS RESTRICTED FOR
USE FOR ONE SINGLE FAMILY DWELLING

No Residential Unit restricted for use for one single family dwelling or contiguous group of such Residential Units shall ever be resubdivided or replatted in any manner which would bring about a greater number of Units than that shown on the Plat of this Welleby Unit. Such a Residential Unit may be combined with a contiguous Residential Unit or part thereof for use for one single-family dwelling, provided that such new parcel extends from the fronting street to an existing rear property line or waterway, but no such Residential Unit shall be changed so as to have a street or waterway frontage dimensions of less than are contained in the smallest adjoining such Residential Unit shown on the original plat of the subdivision.

ARTICLE SEVENTEEN

FILLING IN

No platted lot or parcel may be increased in size by filling in the waters on which it abuts, except by the Developer (or with the approval of Developer) during the period of development of the Welleby community.

ARTICLE EIGHTEEN

GARBAGE DISPOSAL AND CLOTHES LINES

The owners of each Residential Unit not a part of a condominium shall provide sanitary disposal for all garbage and rubbish, which disposal shall be regulated by the Management Association. In any event garbage and rubbish shall be concealed from view from the access ways, lakes and waterways and from adjacent Residential Units. In the case of a Condominium the governing Welleby Condominium Association shall provide for screening and disposal of garbage and rubbish as provided above and as provided in the Declarations of Condominium of each Welleby Condominium under the control of said Condominium Association.

Clothes lines shall be located entirely within a landscaped screen concealing the same from view from the access

ways, lakes and waterways and from adjacent Residential Units.

ARTICLE NINETEEN

NUISANCES

Nothing shall be done by the owners and/or residents of property in Welleby which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, goats, swine, poultry or fowl shall be kept on any portion of Welleby. No sign of any character shall be displayed or placed upon any platted lot or parcel in Welleby, including "For Rent" or "For Sale" signs, except upon the written approval of the Management Association, and except for those deemed necessary by the Developer in the construction and development of Welleby. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on in or upon any Residential Unit or any part thereof, except such as is deemed necessary in the development of Welleby. No trash shall be allowed to accumulate so as to be a detriment to Welleby or a fire hazard.

In the event any owners of a platted lot or parcel or interest therein shall fail and refuse to keep such property free of weeds, underbrush or refuse, or other unsightly brush or objects, then the Management Association is authorized to enter upon the property and remove the same and said owners shall jointly and severally be liable to the Management Association for the cost and expense of such removal for which the Management association shall have a lien against the Residential Units of those owners. The use of any carport, driveway, parking area or Open Land Area located in Welleby as a habitual parking place for any boats, recreational vehicle or commercial vehicle is prohibited, except as to those vehicles necessary in the development, maintenance and management of Welleby; provided, however, the Developer in its sole discretion may set aside certain areas within Welleby for said boats and recreational vehicles. The term "recreational vehicle" shall include all campers, vans, motor homes and boat trailers. The term "commercial vehicle" shall include trucks and vehicular equipment or other vehicles which

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shall be used or which are ordinarily intended to be used for obvious commercial purposes. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a violation of the nuisance restrictions of this Declaration.

The Management Association shall have the sole and absolute power and authority in its discretion to determine the existence or non-existence of a nuisance under this provision of the Declaration of Protective Covenants, and the determination by the Management Association shall not be limited to those nuisances defined herein, but shall include any act, omission or condition which, in the opinion of the Management Association, detracts from or interferes with the use and enjoyment intended to be preserved by this instrument for all Welleby residents.

Owners of Residential Units or interests therein, shall neither make, nor permit by their guests or invitees, or persons holding by, through or under said owners, any improper, offensive or unlawful use of any property comprising Welleby, nor any use which may be injurious to the reputation of the Welleby Community.

Owners of Residential Units in Welleby, or interests therein, shall keep and maintain same in good condition and repair, neat, orderly and if applicable, with the landscaping well groomed at all times. The interior and exterior of any building comprising part of a Residential Unit or consisting of multiple Residential Units in Welleby shall be kept and maintained in good condition and repair at all times, and the exterior specifically shall be painted, or the exterior surfaces appropriately otherwise treated, at frequent intervals as required by the Management Association. All such exterior surfaces and the painting or other treatment thereof, shall be subject to the approval of the Management Association as to materials, colors and applications thereof so as to be compatible with other Residential Units in Welleby, and for the purpose of maintaining the high standards of the community.

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Each owner of a Residential Unit shall be liable for any and all damage to any property in Welleby which shall be caused by the negligence of such owner, his lessees, tenants, guests or invitees, or guests or invitees of lessees or tenants, and to the extent that such damage is not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments as herein provided. Each owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his property interest.

Walks, drives or access ways, and other areas over which Welleby residents have been granted an easement, recreation areas and other common areas, shall not be obstructed, littered, defaced, or misused in any manner.

ARTICLE TWENTY

ADDITIONAL RESTRICTIONS

Developer, its successors or assigns, may include in any contract or deed hereafter made, any additional covenants not less restrictive than those herein contained. The Management Association may promulgate from time to time such reasonable rules and regulations governing the use and enjoyment of all of Welleby as it deems necessary and/or desirable, including rules and regulations which may prohibit or limit the use of certain facilities and/or properties which have otherwise been provided for the general use and enjoyment of residents of Welleby by other documents appertaining thereto, all of which rules and regulations shall have the same binding effect as if set out in full in this Declaration.

Other Welleby Declarations of Protective Covenants shall be in substantially the same form as this Declaration.

ARTICLE TWENTY-ONE

REMEDIES FOR VIOLATION

For violation or breach of any of these restrictions or covenants by any person having a fee simple interest in a

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Residential Unit in Welleby by, through or under the Developer, its successors or assigns, or by virtue of any judicial proceedings, the Management Association shall have the right to bring suit, either at law or in equity, in a Court of competent jurisdiction, to compel compliance with the terms hereof or to prevent violation or breach of any of them. In addition, the Management Association shall have the power and authority to enter upon the property of any owner of any fee simple interest in a Residential Unit of Welleby where such violation exists and summarily abate and remove the same at the expense of the owner thereof, and such entry, abatement and removal shall not be deemed a trespass. Further, in instances where property is not maintained in good condition and repair as described herein, the Management Association may enter upon such property and perform such work as the Management Association, in its sole discretion, deems necessary to insure the continuance of Welleby as a residential community of the highest standard. Any expense incurred by the Management Association in abating, removing, repairing or maintaining property, including costs and expenses of collection and enforcement, including a reasonable attorney's fee, shall all be secured by the said lien against said property, and may be foreclosed in the same manner as any lien, mortgage or other encumbrance.

ARTICLE TWENTY-TWO

AMENDMENTS

This Declaration and the Exhibits thereto may be amended by the Management Association at any time up to January 1, 1983, or such earlier date upon which the Developer assigns its authority for the management and maintenance of Welleby and enforcement of the provisions of this Declaration of Protective Covenants to the membership of the Management Association; thereafter, this Declaration may be amended by the Management Association by a two-thirds vote of the members of the Management Association, in accordance with the voting provision of the By-Laws of the

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Management Association. In no event may any amendments to this Declaration of Protective Covenants be made which would alter the proportionate share of the owners of each Residential Unit for the expense of leasing and maintaining of Welleby areas used in common by all owners, or which would change the vote allocated to an owner of each Residential Unit except with the written approval of all owners of all Residential Units and in no event may any amendments to this Declaration be made which would in any way affect adversely the interests of the owners and holders of institutional mortgages encumbering any real property or interest therein of Welleby, without the written consent of each such mortgagee. Any amendments shall be evidenced by recorded documents executed by the authorized officers of said Management Association, its successors or assigns, with corporate seal affixed.

ARTICLE TWENTY-THREE

INVALIDITY

If any right of the Management Association granted hereunder is judicially determined to be invalid or unenforceable, such determination shall not adversely affect any other right herein granted to the Management Association.

ARTICLE TWENTY-FOUR

TERMINATION OF RIGHTS OF MANAGEMENT ASSOCIATION

Upon termination of the aforementioned Long Term Lease of certain Common Areas, all rights, powers and authority herein granted to the Management Association, and any and all rules and regulations promulgated by the Management Association shall automatically terminate.

ARTICLE TWENTY-FIVE

COVENANTS RUNNING WITH THE LAND - DURATION

The foregoing restrictions, covenants, burdens and servitudes shall run with the land and except as otherwise herein specifically provided, shall remain in full force and

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effect for a period of forty (40) years at which time they shall be extended automatically for successive periods of ten (10) years each, unless by vote of the owners of a majority of the Residential Units of Welleby the same are terminated.

ARTICLE TWENTY-SIX

Wherever in this Declaration of Protective Covenants, reference is made to the "Developer", and/or to the Management Association", it shall be deemed to include their respective successors or assigns or duly authorized agents, and wherever the word "Owner" is used in the singular, it shall nevertheless, when applicable, refer to all owners of the interest to which reference is made, or to the neuter gender if the "Owner" is a corporation.

Wherever reference is made to this Declaration of Protective Covenants, other Welleby Declarations of Protective Covenants, the Long Term Lease, any Sublease, the Certificate of Incorporation, By-Laws and Rules and Regulations of the Management Association, or any other documents pertaining to Welleby, such reference shall include any and all Amendments and supplements thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this 28 day of September 1973.

In the presence of:

Christopher C. Wheeler

MILLSTREAM CORPORATION

Jan. K. [unclear]

By Albert J. [unclear]
Developer

ATTEST:

Ronald P. [unclear]
Assistant Secretary

Corporate Seal



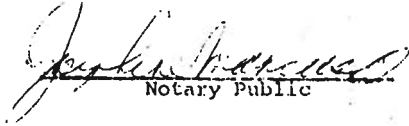
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STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this 28 day of September, 1973, before me personally appeared Wyn Pone and Ronald P. Anselmo, Exec. Vice President and Assistant Secretary respectively of MILLSTREAM CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration of Protective Covenants, and severally 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 the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Pt. Lauderdale, Florida, this 28 day of September, 1973.


Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 12, 1974
Bonded by Transamerica Insurance Co.

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To be supplied by Amendment.

Exhibit A

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To be supplied by Amendment.

Exhibit B

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To be supplied by Amendment.

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Exhibit C

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To be supplied by Amendment.

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Exhibit D

EXHIBIT "E"

LEGAL DESCRIPTION

PARCEL 1:

A parcel of land being a portion of Tracts 4, 5, 6 and 7 in the Northeast 1/4 of Section 19, Township 49 South, Range 41 East, according to the "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1" of said Section 19 as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, and a portion of tracts 16, 17, 18 and 19 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "CHAMBERS LAND COMPANY SUBDIVISION" of said Section 20 as recorded in Plat Book 1 at Page 5A of the Public Records of Broward County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Section 19, Township 49 South, Range 41 East the same being the Northwest corner of Section 20, Township 49 South, Range 41 East; thence run on a bearing (based on the Standard Plane Rectangular Grid Coordinate System for the East Zone of Florida established from a third order U.S. Army Corps of Engineers survey along the C. & S. F. C. D. Canals C-13 and C-42) of $S1^{\circ}25'57"E$ along the East line of said Section 19 for 281.45 feet to the Point of Curvature of a circular curve concave to the East; thence along the arc of said curve having for its elements a radius of 1000.00 feet and a central angle of $10^{\circ}54'24"$ for 190.36 feet to the Point of Tangency; thence $S12^{\circ}20'21"E$ for 747.40 feet to the POINT OF BEGINNING; thence continue $S12^{\circ}20'21"E$ for 174.00 feet to the Point of Curvature of a circular curve concave to the West; thence along the arc of said curve having for its elements a radius of 1900.00 feet and a central angle of $29^{\circ}14'31"$ for 969.70 feet to a point on said curve, said point bearing $S73^{\circ}05'50"W$ for 718.93 feet; thence $N3^{\circ}10'52"W$ for 630.96 feet; thence $N65^{\circ}00'46"E$ for 584.73 feet; thence $N77^{\circ}39'39"E$ for 198.48 feet to the POINT OF BEGINNING. All lying, being and situated in the City of Sunrise, Broward County, Florida and containing 15.94 Acres.

PARCEL 2:

A parcel of land being Tracts 17 and 18, and a portion of Tracts 10, 11, 12, 16, 19, 21, 22 and 23 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "CHAMBERS LAND COMPANY SUBDIVISION" of said Section 20 recorded in Plat Book 1 at Page 5A of the Public Records of Broward County, Florida, AND a portion of Tracts 4, 5, 6 and 7 in the Northeast 1/4 of Section 19, Township 49 South, Range 41 East, according to the "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1" of said Section 19 as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows: COMMENCE at the Northwest Corner of Section 20, T49S,R41E; thence on a grid bearing, (based on the Standard Plane Rectangular Coordinate System for the East Zone of Florida established from a third order U.S. Army Corps of Engineer survey along the C. & S.F.F.C.D. Canals C-13 and C-42), of $N89^{\circ}-27'-34"E$ along the north line of said Section 20 a distance of 1,053.26 feet; thence $S00^{\circ}-32'-26"E$ a distance of 1,019.16 feet to the POINT OF BEGINNING of the following described parcel of land; thence $S71^{\circ}-11'-02"E$ a distance of 161.28 feet; thence $S0^{\circ}31'46"E$ for 70.02 feet to the Point of curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 35.00 feet and a central angle of $90^{\circ}00'00"$ for 54.98 feet to the Point of Tangency; thence $N89^{\circ}28'14"E$ for 250.00 feet to the Point of Curvature of a circular curve concave to the Southwest; thence along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of $90^{\circ}00'00"$ for 39.27 feet to the Point of Reverse Curvature of

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EXHIBIT "A" (continued)

a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet the Point of Tangency; thence N89°28'14"E for 106.54 feet; thence S71°11'02"E for 163.64 feet to a point on a circular curve concave to the Southeast, said point bearing N58°23'13"W from the radius point of said curve; thence Southwesterly along the arc of said curve having for its elements a radius of 50.00 feet and a central angle of 33°04'34" for 28.86 feet to the Point of Tangency; thence S1°27'47"E for 260.00 feet to the Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence N88°32'13"E for 12.46 feet; thence S0°00'00"E for 193.28 feet; thence S34°26'20"W a distance of 848.76 feet; thence N76°59'08"W a distance of 1,179.13 feet to a point in a non-tangent curve concave to the Northwest having a radius of 1,900.00 feet and a central angle of 03°53'18", a radial line through said point bearing S76°59'08"E; thence Southerly along said curve 128.94 feet to a point in said curve; thence on a radial line N73°05'50"W a distance of 718.93 feet; thence N03°10'52"W a distance of 630.96 feet; thence N65°00'46"E a distance of 584.73 feet; thence N77°39'39"E a distance of 1,092.41 feet to the POINT OF BEGINNING of said described parcel of land. Said parcel contains 57.71 acres. LESS Parcel 1 described above.

PARCEL 3:

Being a replat of Tracts 2 and 3 and a portion of Tracts 1 and 4 in the Southwest 1/4 of Section 20, and a portion of Tract 8 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "CHAMBERS LAND COMPANY'S" plat of said Section 20 as recorded in Plat Book 1, at Page 5A of the Public Records of Broward County, Florida, being more particularly described as follows: Commence at the South 1/4 corner of said Section 20, Township 49 South, Range 41 East; thence run on a grid bearing (based on the Standard Plane Rectangular Grid Coordinate System for the East Zone of Florida, established from a third order U.S. Army Corps of Engineers survey along the C. & S.F.F.C.D. Canals C-13 and C-42) of N1°28'24"W along the East line of the Southwest 1/4 of said Section 20 for 1474.80 feet to the Point of Beginning of the herein described parcel of land, said point lying on the Northerly boundary line of "WELLEBY UNIT ONE", according to the plat thereof recorded in Plat Book 79 at Page 24 of the Public Records of Broward County, Florida, and also being the Southwesterly corner of the plat entitled "WELLEBY UNIT TWO", recorded in Plat Book 79 at Page 27 of the Public Records of Broward County, Florida; thence S89°30'38"W along the Northerly boundary line of said "WELLEBY UNIT ONE" plat for 635.74 feet to the Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve, having for its elements a radius of 25.00 feet and a central angle of 89°01'35" for 38.85 feet to the Point of Tangency; thence N1°27'47"W along the East line of the plat entitled "WELLEBY UNIT THREE", recorded in Plat Book 79 at Page 28 of the Public Records of Broward County, Florida, for 1058.45 feet to the Point of Curvature of a circular curve concave to the Southeast; thence along the arc of said curve, having for its elements a radius of 270.00 feet and a central angle of 89°59'23" for 424.07 feet to the Point of Tangency; thence N88°31'36"E along the Plat entitled "WELLEBY UNIT FOUR", for 365.05 feet to the Point of Curvature of a circular curve concave to the Southwest; thence along the arc of said curve, having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence S1°28'24"E along the Westerly boundary line of said plat of "WELLEBY UNIT TWO" for 1339.32 feet to the Point of Beginning. All situate, lying and being in the City of Sunrise, Broward County, Florida, containing 20.24 acres more or less.

411 54/8 REC 923

RECORDED IN PLAT BOOK 79 AT PAGE 24
 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
 E. M. STRABEL
 COUNTY CLERK

First Amendment To
DECLARATION OF PROTECTIVE COVENANTS
Covering the Development, Use, And
Enjoyment of Welleby Unit One Hundred,
An Exclusive Residential Community

74-236749

WHEREAS, MILLSTREAM CORPORATION, a Florida Corporation,
herein called Developer, heretofore, pursuant to a Declaration of
Protective Covenants dated September 28, 1973, recorded in O.R. Book
5478, pages 882 through 917 of the Public Records of Broward County,
Florida, submitted the following described property to certain
restrictions, reservations, limitations, conditions, easements and
agreements, to-wit:

All property comprising Welleby
Unit One Hundred, also referred
to as the Lakes of Welleby, and
more specifically described in
Exhibit A attached hereto and
incorporated herein by this reference.

and

WHEREAS, said Declaration of Protective Covenants provides
in Article Twenty-Two thereof entitled "Amendments", that "This
Declaration and the Exhibits thereto may be amended by the Management
Association at any time up to January 1, 1983, or such earlier date
upon which the Developer assigns its authority for the management
and maintenance of Welleby and enforcement of the provisions of this
Declaration of Protective Covenants to the membership of the Management
Association . . .," and

WHEREAS, the Developer has not assigned its authority for
the management and maintenance to the membership of the Management
Association; and

WHEREAS, "Welleby Management Association, Incorporated"
is identified in Article One - C of said Declaration of Protective
Covenants as the "Management Association", the entity responsible
for the maintenance and management of the Welleby Community; and

WHEREAS, the Management Association and Developer desire
to amend said Declaration of Protective Covenants, and

-1-

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Stupin & Cannon
830 Bridle Ave
Miami Fla 33131

56-4

WHEREAS, this Amendment has been adopted by the Management Association and its undersigned officers have been authorized to execute same on behalf of the Management Association;

NOW, therefore, in consideration of the premises and the authority granted by said Declaration of Protective Covenants, Developer and Management Association hereby join in amending said Declaration in the following respects, to-wit:

1. Page 2 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 2" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

2. Page 5 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 5" is hereby incorporated by reference in said Declaration of Protective Covenants;

3. Page 6 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 6 and 6A" attached hereto are hereby incorporated by reference in said Declaration of Protective Covenants;

4. Page 9 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 9" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

5. Page 10 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 10" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

6. Page 14 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 14" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

7. Page 17 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 17" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

8. Page 19 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 19" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

9. Page 24 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 24" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

10. Page 25 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 25" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

11. Page 27 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 27" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants;

12. Page 29 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 29" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants.

13. Page 30 of said Declaration of Protective Covenants is hereby deleted in its entirety, and in lieu thereof, "Amended Page 30" attached hereto is hereby incorporated by reference in said Declaration of Protective Covenants.

14. Exhibit A to the Declaration of Protective Covenants, attached hereto, is hereby incorporated by reference in said Declaration of Protective Covenants.

15. Exhibit B to the Declaration of Protective Covenants, attached hereto, is hereby incorporated by reference in said Declaration of Protective Covenants.

16. Exhibit C to the Declaration of Protective Covenants, attached hereto, is hereby incorporated by reference in said Declaration of Protective Covenants.

17. Exhibit D to the Declaration of Protective Covenants, attached hereto, is hereby incorporated by reference in said Declaration of Protective Covenants.

IN WITNESS WHEREOF, the Developer, by its authorized officers, and the Management Association by its authorized officers, have executed this First Amendment to the Declaration of Protective Covenants and have affixed their respective seals this 31st day of October, 1974.

In the Presence of:

Cady Taubert
Conie Ann Cooney

MILLSTREAM CORPORATION (SEAL)
BY: Herman J. Solter, Vice President
ATTEST: James B. Soble, Secretary

In the Presence of:

Cady Taubert
Conie Ann Cooney

WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED (SEAL)
BY: Herman J. Solter, President
ATTEST: Dean Dillman, Jr., Secretary

The Lakes of Welleby, a Florida Partnership, the owner of the real property described in Exhibit A attached hereto, consents to the foregoing First Amendment and joins with the Developer and Management Association in the execution thereof.

In the Presence of:

Helen G. Blossberg
John M. Coak

THE LAKES OF WELLEBY, a Florida Partnership
BY: MELVIN H. COHN, Partner

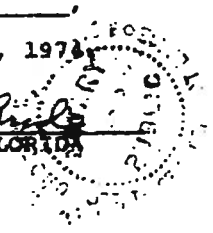
STATE OF FLORIDA.)
COUNTY OF DADE)

I HEREBY CERTIFY that on this 31st day of October, 1974, before me personally appeared Herman J. Soiter and James B. Soble as Vice President and Secretary respectively of MILLSTREAM CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing First Amendment to Declaration of Protective Covenants, and severally acknowledged the execution thereof to be their free act and deed of such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at MIAMI, Dade County, Florida, this 31st day of October, 1974.

My Commission Expires: Dorothy H. McRae
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 18, 1974

(NOTARIAL SEAL)



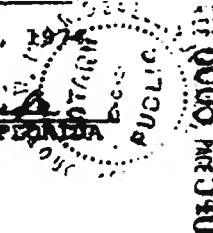
STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this 31st day of October, 1974, before me personally appeared Herman J. Soifer and Dean Dillman, Jr., as President and Secretary, of the Wellesby Management Association, Incorporated, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing First Amendment to Declaration of Protective Covenants, and severally acknowledged the execution thereof to be their free act and deed of such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at MIAMI, Dade County, Florida, this 31st day of October, 1974.

My Commission Expires: Dorothy H. McRae
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 18, 1974

(NOTARIAL SEAL)



111 6008 REC 540

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 8th day of NOVEMBER, 1974, before me personally appeared MELVIN H. COHN as Managing Partner of the Lakes of Welleby, a Florida Partnership, to me known to be the person described in and who executed the foregoing First Amendment to Declaration of Protective Covenants, and acknowledged the execution thereof to be their free act and deed, for the uses and purposes therein mentioned; and the said instrument is the act and deed of said partnership.

WITNESS my signature and official seal at MIAMI, Dade County, Florida, this 8th day of NOVEMBER, 1974.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Mar. 8, 1975
Bonded by American Fire & Casualty Co.

Helene B. Blomberg
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

(NOTARIAL SEAL)



EXHIBIT A
to
First Amendment To The
Declaration of Protective Covenants For
Walleby Unit One Hundred

PARCEL 1:

A parcel of land being a portion of tracts 4, 5, 6 and 7 in the Northwest 1/4 of Section 19, Township 49 South, Range 41 East, according to the "THAMBERS LAND COMPANY'S SUBDIVISION" of said Section 19 as recorded in Plat Book 2 at Page 17 of the Public Records of Brevard County, Florida, and a portion of tracts 16, 17, 18 and 19 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "THAMBERS LAND COMPANY'S SUBDIVISION" of said Section 20 as recorded in Plat Book 1 at Page 5A of the Public Records of Brevard County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Section 19, Township 49 South, Range 41 East the same being the Northwest corner of Section 20, Township 49 South, Range 41 East, thence run on a bearing fixed on the Standard Plane Rectangular Grid Coordinate System for the East Zone of Florida established from a third order U.S. Army Corps of Engineers survey, along the U. S. F. C. D. Canal C 13 and C 42) of S10°25'57"E along the East line of said Section 19 for 281.45 feet to the Point of Curvature of a circular curve concave to the East, thence along the arc of said curve having for its elements a radius of 1000.00 feet and a central angle of 10°04'24" for 100.36 feet to the Point of Tangency, thence S32°20'21"E for 747.40 feet to the POINT OF BEGINNING, thence continue S12°20'21"E for 174.00 feet to the Point of Curvature of a circular curve concave to the West, thence along the arc of said curve having for its elements a radius of 1000.00 feet and a central angle of 29°14'31" for 968.70 feet to a point on said curve, said point bearing S71°02'11"W for 710.03 feet, thence N3°10'52"W for 670.06 feet, thence N65°00'46"E for 604.73 feet, thence N12°11'19"E for 100.48 feet to the POINT OF BEGINNING. All lying, being and situated in the City of Sunrise, Brevard County, Florida and containing 16.84 Acres.

PARCEL 2:

A parcel of land being tracts 17 and 18, and a portion of tracts 10, 11, 12, 15, 19, 21, 22 and 23 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "THAMBERS LAND COMPANY'S SUBDIVISION" of said Section 20 as recorded in Plat Book 1 at Page 5A of the Public Records of Brevard County, Florida, AND a portion of tracts 4, 5, 6 and 7 in the Northwest 1/4 of Section 19, Township 49 South, Range 41 East, according to the "THAMBERS LAND COMPANY'S SUBDIVISION" of said Section 19 as recorded in Plat Book 2 at Page 17 of the Public Records of Brevard County, Florida, being more particularly described as follows: COMMENCE at the Northwest corner of Section 20, T-49S R-41E thence on a grid bearing, based on the Standard Plane Rectangular Coordinate System for the East Zone of Florida established from a third order U.S. Army Corps of Engineers survey along the U. S. F. C. D. Canal C 13 and C 42), of N01°27'34"E along the north base of said Section 20 a distance of 1,093.26 feet, thence S05°42'26"W a distance of 1,039.16 feet to the POINT OF BEGINNING of the following described parcel of land, thence S71°02'11"E a distance of 1,120 feet, thence S0°11'45"E for 710.02 feet to the Point of Curvature of a circular curve concave to the Northeast, thence along the arc of said curve having for its elements a radius of 7500 feet and a central angle of 90°08'00" for 54.98 feet to the Point of Tangency; thence N89°22'14"E for 254.00 feet to the Point of Curvature of a circular curve concave to the Southeast, thence along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet to the Point of Curvature of a circular curve concave to the Northeast, thence along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence N01°27'14"E for 106.64 feet, thence S71°02'11"E for 161.66 feet to a point on a circular curve concave to the Southeast, said point bearing N58°22'13"W from the radius point of said curve, thence Southwesterly along the arc of said curve having for its elements a radius of 50.00 feet and a central angle of 3°04'34" for 28.06 feet to the Point of Tangency; thence S1°27'47"E for 250.80 feet to the Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 1,250.00 feet and a central angle of 90°00'00" for 39.27 feet to the Point of Tangency, thence N89°22'14"E for 1,146 feet, thence S0°11'45"E for 193.28 feet, thence S71°02'11"E a distance of 841.76 feet, thence N16°49'00"W a distance of 1,179.13 feet to a point in a non-tangent curve concave to the Northwest having a radius of 1,000.00 feet and a central angle of 03°53'18", a radial line through said point bearing S76°59'00"E, thence Southwesterly along said curve 128.94 feet to a point in said curve; thence on a radial line N73°00'50"W a distance of 718.97 feet, thence N01°10'52"W a distance of 631.96 feet, thence N65°00'46"E a distance of 604.73 feet, thence N12°11'19"E a distance of 1,012.41 feet to the POINT OF BEGINNING of said described parcel of land. Said parcel contains 57.71 acres LESS Parcel 1 described above.

PARCEL 3:

Being a replat of Tracts 2 and 3 and a portion of Tracts 1 and 4 in the Southwest 1/4 of Section 20, and a portion of Tract 8 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "THAMBERS LAND COMPANY'S" plat of said Section 20 as recorded in Plat Book 1, at Page 5A of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the South 1/4 corner of said Section 20, Township 49 South, Range 41 East; thence run on a grid bearing (based on the Standard Plane Rectangular Grid Coordinate System for the East Zone of Florida, established from a third order U.S. Army Corps of Engineers survey along the U. S. F. C. D. Canal C 13 and C 42) of N1°28'24"W along the East line of the Southwest 1/4 of said Section 20 for 1474.80 feet to the Point of Beginning of the herein described parcel of land, said point lying on the Northernly boundary line of "WELLEBY UNIT ONE", according to the plat thereof recorded in Plat Book 79 at Page 24 of the Public Records of Brevard County, Florida, and also being the Southwesterly corner of the plat entitled "WELLEBY UNIT TWO", recorded in Plat Book 79 at Page 27 of the Public Records of Brevard County, Florida; thence S89°30'38"W along the Northernly boundary line of said "WELLEBY UNIT ONE" plat for 635.74 feet to the Point of Curvature of a circular curve concave to the Northeast, thence along the arc of said curve, having for its elements a radius of 25.00 feet and a central angle of 89°01'35" for 39.85 feet to the Point of Tangency, thence N1°27'47"W along the East line of the plat entitled "WELLEBY UNIT THREE", recorded in Plat Book 79 at Page 28 of the Public Records of Brevard County, Florida, for 1078.45 feet to the Point of Curvature of a circular curve concave to the Southeast, thence along the arc of said curve, having for its elements a radius of 25.00 feet and a central angle of 89°59'23" for 424.07 feet to the Point of Tangency, thence N89°11'36"E along the Plat entitled "WELLEBY UNIT FOUR", for 385.05 feet to the Point of Curvature of a circular curve concave to the Southwest, thence along the arc of said curve, having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet to the Point of Beginning. All situate, lying and being in the City of Sunrise, Brevard County, Florida, containing 20.24 acres more or less.

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ARTICLE VIII

DEFINITIONS

A. Welleby. All references herein to "Welleby" or to the "Welleby Community" shall refer to and shall pertain to the "Welleby Unit" for which this Declaration is filed as well as to other Welleby Units, if any, platted and/or so designated as Welleby Units in a Welleby Declaration of Protective Covenants by Developer or by another "Welleby Developer" as so designated by Millstream Corporation (herein referred to as "Welleby Developer"), in the general vicinity of this Welleby Unit.

B. Residential Unit. As used in this Declaration, a "Residential Unit" shall mean each platted lot or parcel (and improvements thereon) in the Welleby Community, designated for residential use by a Welleby Unit Plat and/or a Welleby Declaration of Protective Covenants, but excluding any platted lot or parcel, or part thereof, submitted to the condominium form of ownership or upon which a rental apartment building or rental apartment complex has been constructed and said construction is complete. As to a condominium, "Residential Unit" shall mean each Condominium Parcel comprising same which term "Condominium Parcel" is hereby defined to be an apartment together with the undivided share in the Common Elements and all easements, rights and interests which are appurtenant to the apartment. As to a rental apartment building or complex, "Residential Unit" shall mean each separate rentable room, unit or apartment located therein.

Notwithstanding anything provided above, all platted lots or parcels (and improvements thereon), and all completed condominium apartments, owned by Developer, Millstream Corporation or by another "Welleby Developer", shall not be included within the definition of "Residential Unit" except that a completed rental property shall be a Residential Unit in accordance with the provisions above if the Developer (or "Welleby Developer") owns said property for a period longer than three months after construction of said property is completed.

In no event shall the number of Residential Units in Welleby exceed 9,500.

C. Welleby Management Association, Incorporated.

In order to provide continuity, the Developer has organized a non-

(AMENDED)

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provided, however, that with respect to such Welleby requirements, the Management Association, in its sole discretion, may waive the setbacks in any instance in which such waiver will not impair appearance, view, use and enjoyment of other Welleby Units or the Welleby Community as a whole or will not be detrimental to the community.

B. Common Areas:

1.) Lakes: The real property described in Exhibit B, if any, ("Lakes") shall always be kept and maintained as bodies of water, together with any adjacent shoreline included within the said real property, in a sound condition to be used for such water activities as may be determined and allowed from time to time by the Management Association. Pending final completion of construction by the Developer, the Developer reserves the right to expand and contract the shorelines of the Lakes and thereby to modify the boundaries of same. Accordingly, the exact location of any boundary between the Lakes and any contiguous Residential Property shall not become fixed until completion of construction by the Developer of all portions of Welleby contiguous to and surrounding the Lakes.

2.) Community Beautification Areas: The real property described in Exhibit C, if any, shall always be kept and maintained as Community Beautification Areas solely for the purpose of beautification of Welleby. These areas shall be maintained in substantially the same condition and appearance as established by the Developer.

3.) Land Recreational Areas: The real property described in Exhibit D, if any, shall be improved with recreational facilities and shall always be kept and maintained as recreational and social areas for the use and enjoyment of owners

of Residential Units, their lessees, invitees and guests, all as more specifically provided hereinafter.

C. Developer's Use:

During the period of time Walleby is under development, the Developer and any other "Walleby Developer" as so designated by Milstream Corporation may use any of the above real property to maintain sales and administrative offices, and other facilities and equipment which the Developer deems necessary or desirable in the development and construction of Walleby.

ARTICLE FOUR

LONG TERM LEASE COVERING CERTAIN COMMON AREAS

The Management Association, as Lessee, has entered into a ninety-nine (99) year Lease (herein referred to as the "Long Term Lease"), providing for the leasing by said Lessee of certain Common Areas as described therein and in amendments and/or supplements thereto, which Common Areas shall be managed and maintained by the Lessee, its successors and/or assigns, for the use, benefit and enjoyment of all Walleby residents and their guests and invitees. Said Long Term Lease provides for payment of certain rentals to Lessor by Lessee, its successors, Sublessees, and/or assigns and, being a net lease to Lessor, said Long Term Lease further provides that Lessee, its successors, Sublessees and/or assigns, and persons holding their interests by, through or under such Sublessees or assigns, shall assume the obligation for payment of the total expense of maintenance of said leased Common Areas as hereinafter provided and as more fully provided in said Long Term Lease and any amendments and/or supplements thereto.

(AMENDED)

As Developer or any other designated "Welleby Developer" conveys or leases a Residential Unit which is not part of a rental apartment building or complex, or unit of a condominium, Lessee shall sublease to such grantee or lessee an undivided interest in and to the demised property, and in the event of each further conveyance of such Residential Unit there shall be a simultaneous assignment of the sublease pertaining thereto. Furthermore, in the event Developer or any other "Welleby Developer" retains control of a rental apartment building or complex for a period of three months after construction of said building or complex is completed, Lessee shall sublease to such Developer or "Welleby Developer" an undivided interest in and to the demised property, and in the event of each further conveyance of such rental apartment building or complex, (but not separate apartments therein) there shall be a simultaneous assignment of the sublease pertaining thereto. As platted lots or parcels or parts thereof are submitted to the con-

(AMENDED)

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F. General. The Management Association shall have the right from time to time to control and regulate all types of traffic on any existing private drives, including the right to prohibit use of same by traffic which, in the sole opinion of the Management Association, would or might result in damage to said drives or pavements or other improvements thereon, and the right to control and prohibit parking on all or any part of said drives. The Management Association shall have the right to deny ingress to any person, who, in the opinion of the Management Association, may create or participate in a disturbance or nuisance on any part of the property comprising Welleby.

ARTICLE SIX

MAINTENANCE AND RENTAL OBLIGATIONS RE WELLEBY COMMON AREAS

Owners of Residential Units, or interests therein, shall be responsible for all expenses or maintenance of all Common Areas of Welleby and for rental obligations of those Common Areas which are leased (all as more specifically provided hereinafter in Article Ten). The maintenance expenses for which the owners are responsible, include, but are not limited to, the cost of insurance premiums for hazard and public liability insurance, costs or repair, replacement and/or additional improvements, lawn service, utility bills, personal property taxes, real property taxes and special assessments imposed by governmental bodies, use or other taxes (other than income taxes) on rentals, janitor services, grounds-keeping service, accounting and legal fees, wages and fees for managerial and other services and such additional sums as are necessary to provide a reasonable and adequate reserve fund for contingencies.

ARTICLE SEVEN

MEMBERSHIP IN WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED

Each owner of a Residential Unit in Welleby shall, by virtue of such ownership interest, be a member of the Management Association, and by acceptance of a deed or other instrument evidencing his ownership interest, upon compliance with

(AMENDED)

other provisions herein pertaining to the acquisition and vesting of such ownership interest, each owner accepts his membership in the Management Association, acknowledges the authority of the Management Association to manage, operate and maintain Welleby as an exclusive, private residential community, and agrees to abide and be bound by the provisions of this Declaration of Protective Covenants, the Declarations of Protective Covenants of other Welleby Units, if any, the Certificate of Incorporation and By-Laws and other rules and regulations of the Management Association. It is understood and acknowledged that each owner is entitled to all of the rights, privileges and benefits of membership in the Management Association and that the owner(s) of each Residential Unit and appurtenances thereto shall be entitled to one vote for every Residential Unit owned, which vote may be exercised in the management of the affairs of the Management Association as provided in its By-Laws.

Each owner of a Residential Unit understands and acknowledges that the management and maintenance of Welleby shall initially be under the sole and exclusive control of the Developer. The Developer may at any time but not later than January 1, 1983, delegate and assign to the Management Association all of Developer's rights, powers, duties and obligations as set forth in this Declaration of Protective Covenants.

ARTICLE EIGHT

SALE, LEASE, RENTAL OR OTHER TRANSFER OF RESIDENTIAL UNITS

The Developer reserves the right to disapprove prospective Purchasers for any reasonable grounds without explanation, provided such disapproval is not in violation of law. It is understood and agreed that investigation of the character, habits, and general desirability of each prospective purchaser is conducted by the Developer for the benefit of all present and future residents of this development in order to provide the finest in congenial living. Every sale subsequent to the initial sale by

(AMENDED)

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Nothing contained in this provision or other provisions herein pertaining to transfers shall be applicable to purchasers from an institutional lender which institutional lender acquires its interest as a result of the foreclosure of its mortgage, or by acceptance of a deed in lieu of foreclosure. Such purchasers from an institutional lender shall be automatically approved and accepted as occupants and owners without further approval of the Management Association. Purchasers at sales of foreclosure of other liens or judgements or who accept a deed in lieu of foreclosure of such other liens or judgements, will not be permitted to reside in Welleby except with the approval of the Management Association.

C. Acknowledgment and Acceptance by Grantee. Each and every person acquiring a title or other interest in and to a Residential Unit shall execute in duplicate an "Acknowledgment and Acceptance by Grantee" bearing the approval of the Management Association, either as part of the deed of conveyance, or by separate instrument, which shall set forth substantially the same "Acknowledgment and Acceptance by Grantee" as contained in the initial conveyance of Residential Units by the Developer (or other Welleby Developer as hereinbefore defined). The original "Acknowledgment and Acceptance by Grantee" shall be recorded in the Public Records of Broward County, Florida, and the duplicate copy thereof filed with the Association. Notwithstanding anything herein contained to the contrary, any transferee (or his lessee or invitee) acquiring a title or other interest in a Welleby Residential Unit shall not be permitted to reside in Welleby unless and until such transferee; being otherwise approved by the Management Association, executes said "Acknowledgment and Acceptance by Grantee".

Notwithstanding anything said above, the approval of the Management Association shall not be required on any "Acknowledgment and acceptance by Grantee" prepared by Developer or its agent.

ARTICLE NINE

TERMS FEES

The Board of Directors shall have the power, but shall not be required, to assess each owner of a Residential Unit a

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limited to the periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. In the event of the failure of an owner or owners of Residential Units to maintain their property as required herein, then the Management Association, after first giving thirty (30) days notice to such owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions and the owner or owners of said property shall be assessed for the expense of same. Assessments may also be levied against any Residential Unit for any damage to Common Areas and/or community property which may be caused by the owners of such Residential Units, their lessees, guests or invitees.

E. Payment and Default. Regular assessments shall be made on a monthly basis, and shall be due and payable in advance on the first day of each month of each year. Special assessments and assessments for maintenance of Residential Units shall be due and payable upon the mailing of notice of same to the owners of Residential Units at the last address furnished by the owners to the Developer or the Management Association, or to the governing Condominium Association as to Condominium Residential Units. All assessments shall be collected by and made payable to the Management Association; provided, however, that as to assessments on Condominium Residential Units all assessments shall be collected by and made payable to the governing Wellesby Condominium Association which shall, in turn, transmit such assessments to the Management Association. Each governing Wellesby Condominium Association shall collect Management Association assessments in the same manner said Condominium Association collects its own assessments (as if Management Association assessments were Condominium Association assessments) and all such Management Association assessments shall be treated as common expenses of the Wellesby Condominium of which a Residential Unit is a part. Each such Condominium Association shall be liable to the Management Association for the total of all assessments due and owing

sustained by the Management Association in the collection of such assessments and enforcement of this lien, and for the purpose of securing the performance by each and every owner of a Residential Unit or interest therein or any and all the covenants, conditions and obligations of this Declaration of Protective Covenants, Declarations of Protective Covenants of other Welloby Units, if any, and the said Long Term Lease (including payment of the rentals due thereunder). The Management Association's lien shall be an encumbrance against each Residential Unit of a defaulting owner, against the interest in the demised property which has been sublet for the benefit of the owners of interests in such Residential Unit, and against all easements, rights and interests which are appurtenant to such Residential Unit; provided, however, that as to a Residential Unit which is located in a rental apartment building or rental apartment complex, the lien of the Management Association shall be an encumbrance against the entire platted lot or parcel, or part thereof, upon which such apartment building or complex has been constructed, all improvements located thereon, the interest in the demised property which has been sublet for the benefit of the owners of interests in such rental apartment building or complex, and all easements, rights and interests which are appurtenant to such rental apartment building or complex, and the Residential Units comprising same. The lien of the Management Association shall be effective as of the date of recordation of same in the Public Records of Broward County, Florida. Except as hereinafter provided, no lien shall be recorded until an assessment has been unpaid for five (5) days after the Management Association has given notice (as provided in Subparagraph 10E above) that such assessment is past due. The said lien of the Management Association shall have first priority over all liens of every nature regardless of the time of recordation of same, except the lien of a first mortgage given to an institutional lender, which institutional lender is hereby defined to be a bank, savings and loan association, insurance company, governmental agency, governmental corporation, Massachusetts Business Trust or mortgage company, authorized to do business in the State of Florida (hereinafter referred to as an "institutional mortgage"), and except for Lessor's lien as provided by

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insurance funds available, then the Management Association shall levy a special assessment against the owners of all Residential units in order to obtain the balance of the total funds required for such repairs or reconstruction. The assessment shall be levied and collected as in the case of other assessments, and the funds collected shall be deposited with the Association in a special fund for reconstruction.

ARTICLE THIRTEEN

BUILDING PLANS APPROVAL

For the purpose of further insuring development of Welleby as a desirable residential community of the highest standard, the Management Association reserves the right and authority to control the type, nature and design of all buildings, structures and other improvements constructed in Welleby. Each owner of a platted lot or parcel in Welleby, or interest therein, covenants and agrees that no building, wall, cabana, swimming pool, dock, boathouse, aerial, antenna (including TV ANTENNA), air conditioning or heating unit, or other structure of whatever nature shall be placed upon such property unless and until plans and specifications therefore have been approved in writing by the Management Association. Each such building, wall, or other structure, shall be placed on the premises only in accordance with the plans and specifications so approved. Approval may be refused on any ground, including purely aesthetic grounds, all in the sound and uncontrolled discretion of the Management Association. No alteration in the exterior appearance of any such building, wall, etc., or other structure shall be made without similar approval.

In the event the Management Association, its successors or assigns, fails to approve or disapprove the plans or specifications submitted to it by the owner of a platted lot or parcel in Welleby, or interest therein, within 30 days after written request for same, then such approval shall be deemed given; provided, however, that no building or other structure which violates any of the covenants and restrictions herein contained shall be erected or be allowed to remain as part of a platted

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lot or parcel.

Notwithstanding anything said above, the approval of the Management Association shall not be required for any building, structure or other improvement constructed by the Developer and/or other "Welleby Developer".

ARTICLE FOURTEEN

BOUNDARY WALLS

Walls, fences, hedges and other types of permanent boundary structures shall be limited to a height of five feet above the normal surface of the ground between the projection of the front edge of the main residential building thereof and rear boundary of each platted lot or parcel, and across the rear boundary thereof. Fences shall be of a type approved by the Management Association. Notwithstanding any of the foregoing, no fencing shall be permitted on that portion of a platted lot or parcel between the projection of the front edge of the main residential building thereon and the front boundary thereof unless approved in writing by the Management Association.

ARTICLE FIFTEEN

RESTRICTED USE OF BOATS AND BOATING

No vessel or boat shall be anchored offshore in any of the lakes or waterways of or adjacent to Welleby so that the same shall in anywise interfere with the use of such lakes or waterways by others. No boat canal shall be dug or excavated in any platted lot or parcel without the written approval of the Management Association. The Management Association shall have the right to regulate the type, size of boats or vessels which may be used on the waterways or lakes in the Welleby Community. The Management Association shall have the right, power and authority to regulate and control traffic in and use of the lakes and waterways of Welleby in such manner as the Management Association

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ways, lakes and waterways and from adjacent Residential Units.

ARTICLE FIFTEEN

NUISANCES

Nothing shall be done by the owners and/or residents of property in Welleby which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, goats, swine, poultry or fowl shall be kept on any portion of Welleby. No sign of any character shall be displayed or placed upon any platted lot or parcel in Welleby, including "For Rent" or "For Sale" signs, except upon the written approval of the Management Association, and except for those deemed necessary by the Developer in the construction and development of Welleby. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on in or upon any Residential Unit or any part thereof, except such as is deemed necessary in the development of Welleby. No trash shall be allowed to accumulate so as to be a detriment to Welleby or a fire hazard.

In the event any owners of a platted lot or parcel or interest therein shall fail and refuse to keep such property free of weeds, underbrush or refuse, or other unsightly brush or objects, then the Management Association is authorized to enter upon the property and remove the same and said owners shall jointly and severally be liable to the Management Association for the cost and expense of such removal for which the Management Association shall have a lien (as provided in Article 10F) against the Residential Units of those owners. The use of any carport, driveway, parking area or Open Land Area located in Welleby as a habitual parking place for any boats, recreational vehicle or commercial vehicle is prohibited, except as to those vehicles necessary in the development, maintenance and management of Welleby; provided, however, the Developer in its sole discretion may set aside certain areas within Welleby for said boats and recreational vehicles. The term "recreational vehicle" shall include all campers, vans, motor homes and boat trailers. The term "commercial vehicle" shall include trucks and vehicular equipment or other vehicles which

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Each owner of a Residential Unit shall be liable for any and all damage to any property in Welleby which shall be caused by the negligence of such owner, his lessees, tenants, guests or invitees, or guests or invitees of lessees or tenants, and to the extent that such damage is not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments as herein provided. Each owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his property interest.

Walks, drives or access ways, and other areas over which Welleby residents have been granted an easement, recreation areas and other common areas, shall not be obstructed, littered, defaced, or misused in any manner.

ARTICLE TWENTY

ADDITIONAL RESTRICTIONS

Developer, its successors or assigns, may include in any contract or deed hereafter made, any additional covenants not less restrictive than those herein contained. The Management Association may promulgate from time to time such reasonable rules and regulations governing the use and enjoyment of all of Welleby as it deems necessary and/or desirable, including rules and regulations which may in the interests of safety or other best interest of Welleby residents prohibit or limit the use of certain facilities and/or properties which have otherwise been provided for the general use and enjoyment of residents of Welleby by other documents appertaining thereto, all of which rules and regulations shall have the same binding effect as if set out in full in this Declaration. In no event may any rules and regulations be promulgated which would in any way affect adversely the interest of the owners and holders of institutional mortgages encumbering any real property or interest therein of Welleby, without the written consent of each such mortgagee.

Other Welleby Declarations of Protective Covenants shall be in substantially the same form as this Declaration.

ARTICLE TWENTY-ONE REMEDIES FOR VIOLATION

For violation or breach of any of these restrictions or covenants by any person having a fee simple interest in a

(AMENDED)

Residential Unit in Welleby by, through or under the Developer, its successors or assigns, or by virtue of any judicial proceedings, the Management Association shall have the right to bring suit, either at law or in equity, in a Court of competent jurisdiction, to compel compliance with the terms hereof or to prevent violation or breach of any of them. In addition, the Management Association shall have the power and authority to enter upon the property of any owner of any fee simple interest in a Residential Unit of Welleby where such violation exists and summarily abate and remove the same at the expense of the owner thereof, and such entry, abatement and removal shall not be deemed a trespass. Further, in instances where property is not maintained in good condition and repair as described herein, the Management Association may enter upon such property and perform such work as the Management Association, in its sole discretion, deems necessary to insure the continuance of Welleby as a residential community of the highest standard. Any expense incurred by the Management Association in abating, removing, repairing or maintaining property, including costs and expenses of collection and enforcement, including a reasonable attorney's fee, shall all be secured by the said lien (provided in Article 10F) against said property, and may be foreclosed in the same manner as any lien, mortgage or other encumbrance.

ARTICLE TWENTY-TWO

AMENDMENTS

This Declaration and the Exhibits thereto may be amended by the Management Association at any time up to January 1, 1983, or such earlier date upon which the Developer assigns its authority for the management and maintenance of Welleby and enforcement of the provisions of this Declaration of Protective Covenants to the membership of the Management Association; thereafter, this Declaration may be amended by the Management Association by a two-thirds vote of the members of the Management Association, in accordance with the voting provision of the By-Laws of the

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EXHIBIT A

to

DECLARATION OF PROTECTIVE COVENANTS

RESIDENTIAL AREAS

Additional Residential Areas (as same are described in subsequently recorded Declarations of Condominium for The Lakes of Welleby) shall be added by Amendment to this Declaration of Protective Covenants for Welleby Unit 100.

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EXHIBIT A
to DECLARATION OF PROTECTIVE COVENANTS

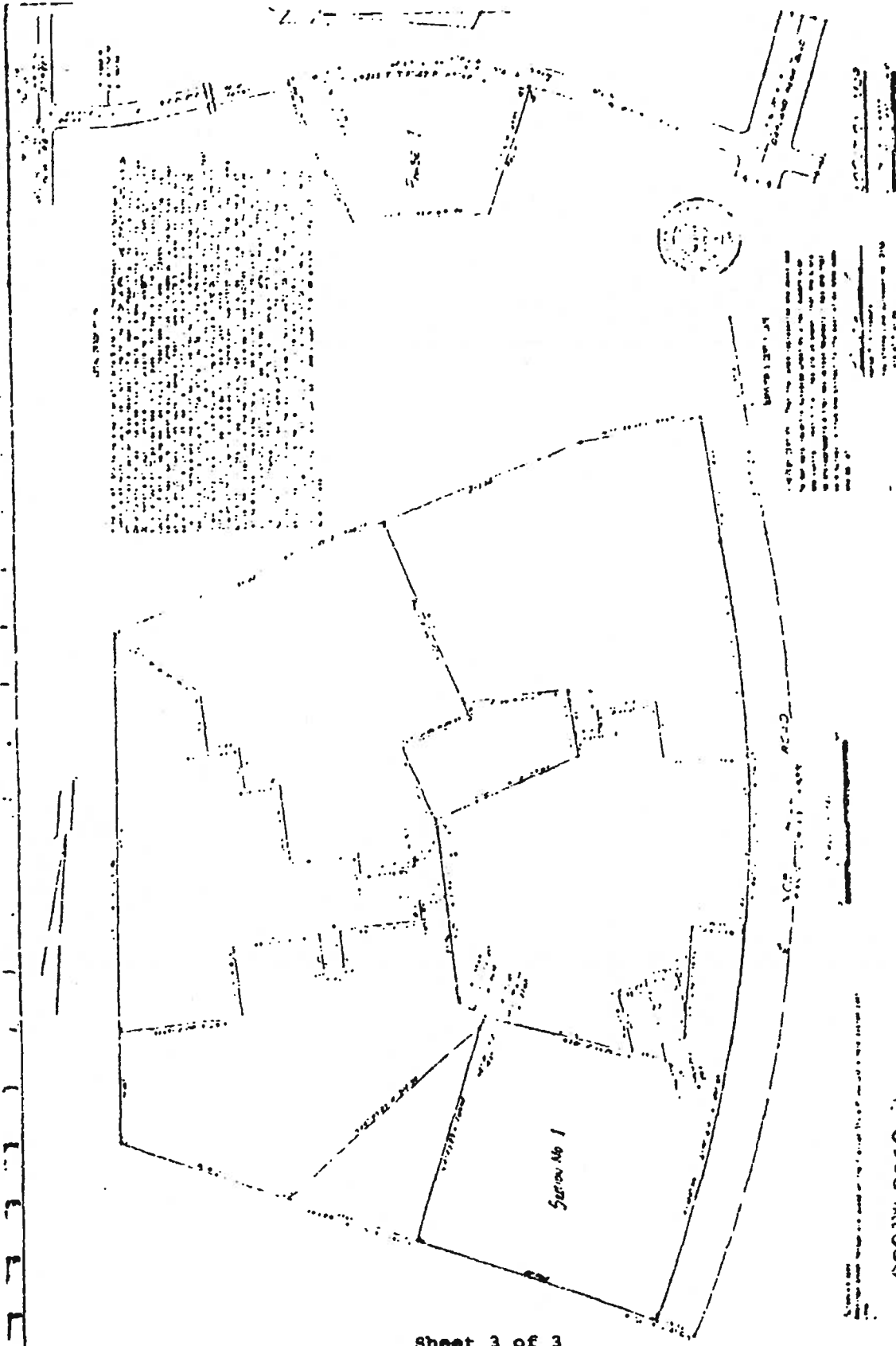
RESIDENTIAL AREAS
LEGAL DESCRIPTION

Section One

A parcel of land being a portion of Tracts 6 and 7 in the Northeast 1/4 of Section 19, Township 49 South, Range 41 East, according to the "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1" of said Section 19 as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, and a portion of Tracts 18, 19 and 20 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "CHAMBERS LAND COMPANY SUBDIVISION" of said Section 20 as recorded in Plat Book 1 at Page 5A of the Public Records of Broward County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Section 19, Township 49 South, Range 41 East the same being the Northwest corner of Section 20, Township 49 South, Range 41 East; thence S1°25'57"E along the East line of said Section 19 for 281.45 feet to the Point of Curvature of a circular curve concave to the East, thence along the arc of said curve having for its elements a radius of 1000.00 feet and a central angle of 10°54'24" for 190.36 feet to a Point of Tangency; thence S12°20'21"E for 921.40 feet to the Point of Curvature of a curve that is concave to the West; thence along the arc of said curve having a radius of 1900.00 feet and a central angle of 29°14'31" for 969.70 feet to a point on said curve; thence N73°05'50"W for 53.00 feet to the Point of Beginning of said parcel, thence continue N73°05'50"W for 298.40 feet, thence N12°03'23"E for 269.95 feet; thence N21°45'11"E for 19.00 feet to a point on the arc of a curve that is concave to the Northeast, said point bears S21°45'11"W from the radius point of said curve; thence along the arc of said curve having a radius of 132.48 feet and a central angle of 9°41'48" for 22.42 feet to a Point of Tangency, thence S77°56'37"E for 193.91 feet, thence N17°56'37"W for 20.00 feet; thence N72°03'23"E for 29.57 feet; thence N3°56'34"E for 139.35 feet, thence S86°03'26"E for 58.84 feet to a point on the arc of a curve that is concave to the West; said point bears S88°22'08"E from the radius point of said curve; thence along the arc of said curve having a radius of 1847.00 feet and a central angle of 15°16'18" for 492.30 feet to the Point of Beginning. All lying, being and situated in the City of Sunrise, Broward County, Florida and containing 2.33 Acres more or less.

EXHIBIT A
to DECLARATION OF PROTECTIVE COVENANTS

RESIDENTIAL AREAS



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EXHIBIT B
to
DECLARATION OF PROTECTIVE COVENANTS

TO BE SUPPLIED BY AMENDMENT

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EXHIBIT C
to
DECLARATION OF PROTECTIVE COVENANTS
NONE

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EXHIBIT D
to
DECLARATION OF PROTECTIVE COVENANTS

NONE

**RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER**

**REC'D
JUN 29 1962
PAGE 562**

CERTIFICATE OF SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
COVERING THE DEVELOPMENT, USE AND
ENJOYMENT OF WELLEBY UNIT 100
AN EXCLUSIVE RESIDENTIAL COMMUNITY

THIS IS TO CERTIFY THAT:

The following is a true copy of certain amendments to the Declaration of Protective Covenants Covering the Development, Use and Enjoyment of Welleby Unit 100, an Exclusive Residential Community (the "Declaration"), which Declaration is recorded in Official Records Book 5478, at Page 882, of the Public Records of Broward County, Florida, as amended by that certain First Amendment to Declaration of Protective Covenants Covering the Development, Use and Enjoyment of Welleby Unit 100, recorded in Official Records Book 6008, at Page 536, of the Public Records of Broward County, Florida. Said amendments were duly proposed and were adopted at a meeting of the Board of Directors of the Welleby Management Association, Incorporated (the "Management Association"), duly in accordance with Article Twenty-Two of the Declaration. Said amendments are as follows:

WHEREAS, Continental Illinois Realty, a California real estate investment trust ("CIR"), is the Developer of Welleby, a residential community located in the City of Sunrise, Florida, by virtue of that certain Assignment recorded in Official Records Book 7761, at Page 88, of the Public Records of Broward County, Florida.

NOW, THEREFORE, BE IT RESOLVED, that the following amendments be enacted in accordance with Article Twenty-Two of the Declaration:

1. Amend the initial WHEREAS clause of the Declaration to delete the comma after the word "Florida", to delete immediately thereafter the words "to-wit", to substitute therefor, in parentheses, the words "(the "Property")", to add, in line 5 thereof, the word "the" after the word "All" and to delete the word "comprising" and substitute in its place the word "in", and to add, in line 8 thereof, the words "less all dedicated rights of way" after the words "Exhibit E".

2. Amend Article One, Section A of the Declaration to read as follows:

A. Welleby. All references herein to "Welleby" or to the "Welleby Community" shall refer to and shall pertain to the Property and to all other real property located within the Welleby community in the City of Sunrise, Florida, which is platted as a Welleby Unit and which is subject to a Declaration of Protective Covenants imposed by the Developer or by another Welleby Developer.

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RETURN TO: Edward M. Livingston, Esq.
5915 Ponce de Leon Blvd., Suite 63
Coral Gables, FL 33146
(Glass, Schwartz, Weinstein & Moss, P.A.)

3. Amend Article One, Section B of the Declaration

to read as follows:

B. Residential Unit. As used in this Declaration, a "Residential Unit" shall mean each platted lot or parcel (and improvements thereon) in the Welleby Community, designated for residential use by a Welleby Unit Plat and/or a Welleby Declaration of Protective Covenants, but excluding any platted lot or parcel, or part thereof, submitted to the condominium form of ownership or upon which a rental apartment building or rental apartment complex has been constructed and said construction is complete. As to a condominium, "Residential Unit" shall mean each Condominium Parcel. As to a rental apartment building or complex, "Residential Unit" shall mean each separate rentable room, unit or apartment located therein.

Notwithstanding anything provided above, all platted lots or parcels (and improvements thereon), and all completed condominium apartments, owned by Developer, or by another Welleby Developer, shall not be included within the definition of Residential Unit except that a completed rental property shall be a Residential Unit in accordance with the provisions above if the Developer or Welleby Developer owns said property for a period longer than three months after construction of said property is completed.

In no event shall the number of Residential Units in Welleby exceed 9,500.

4. Add a new Section C to Article One to read as

follows:

C. Condominium Parcel. "Condominium Parcel" shall mean a condominium unit together with the undivided share in the Common Elements and all easements, rights and interests which are appurtenant to the unit.

5. Amend and renumber Article One, Section C of the Declaration to read "Article One, Section D" and to read as

follows:

D. Welleby Management Association, Incorporated. In order to provide continuity, the Developer has organized a non-profit corporation known as the Welleby Management Association, Incorporated, which together with its successors and assigns is herein called the "Welleby Management Association," or the "Management Association," and which will ultimately assume from Developer the full responsibility for maintenance and management of the Welleby Community.

6. Amend and renumber Article One, Section D of the Declaration to read "Article One, Section E", to insert the word "real" in line 2 after the word "all", and to insert the words "other than lots or parcels designated for residential use, which areas are intended" in line 3 after the word "Community".

7. Amend and renumber Article One, Section E of the Declaration to read "Article One, Section F", to add the following sentence to the end of the Section: "A building may be constructed upon an Open Land Area in accordance with the provisions of this Declaration and applicable law, in which event, the property upon

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which the building is constructed shall no longer be an Open Land Area and the easement granted and reserved in Article IV, E hereof shall, thereafter, cease to exist."

8. Delete Article One, Section F of the Declaration in its entirety.

9. Add a new Article One, Section G to the Declaration to read as follows:

G. Developer, Welleby Developer. "Developer" shall mean CIR, successors of CIR, and assigns of CIR, who shall be expressly assigned CIR's rights as the Developer of Welleby. "Welleby Developer" shall mean any person or entity owning land in Welleby for the purpose of development and sale to purchasers of Residential Units.

10. Add a new Article One, Section H to the Declaration to read as follows:

H. Institutional Lender. "Institutional Lender" shall mean any bank, savings and loan association, insurance company, governmental agency, governmental corporation, unincorporated business trust, real estate investment trust or mortgage company.

11. Amend Article Two of the Declaration to add, in line 6, thereof, after the word "Developer", the words, "in cooperation with the appropriate governmental authorities, where applicable,"; to delete the third sentence thereof in its entirety; to delete, immediately thereafter, the words "Thereafter," in order to begin the sentence with the word "The"; and to substitute, in line 14 thereof, the word "for" for the word "in", at the beginning of this line.

12. Amend Article Three to delete from lines 1 and 2 of Section B.2. thereof the words "The real property described in Exhibit "C", if any," and to insert therefor the words "All rights of way dedicated to any governmental authority, the strip of land forming the median for Oakland Park Boulevard, and any other real property, if any, which may, in the future, be designated as a Community Beautification Area by the Management Association,"; to delete Section B.3. and Exhibit "D"; and to amend Section C of the Declaration to read as follows:

C. Developer's Use. During the period of time the Property is under development, the Developer and/or any Welleby Developer for the Property, as the case may be, may use any portion of the Property owned by the Developer and/or any Welleby Developer and any Common Areas at the Property to maintain sales and administrative offices, and other facilities and equipment which the

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Developer and/or Welleby Developer deems necessary or desirable in the development and construction of improvements on the Property.

13. Delete Article Four of the Declaration in its entirety.

14. Amend and renumber Article Five of the Declaration to read "Article Four", to delete, in lines 5 and 6 of Section A thereof, the words "which are not leased to the Management Association", to insert in line 5 thereof, a comma after the word "Welleby", to insert, immediately thereafter, the words "subject to the provisions of this covenant, rules and regulations promulgated by the Management Association and obligations for the payment of use fees," and to delete the final paragraph of Section A.

15. Amend Section B of new Article Four of the Declaration to delete, in lines 1 and 2 thereof, the comma after the word "itself" and the words "its successors or assigns,".

16. Amend Section C of new Article Four of the Declaration to delete, in line 2 thereof, the comma after the word "itself" and the words "its successors or assigns,".

17. Amend Sections D and E of new Article Four of the Declaration to read as follows:

D. Service Easement. Developer hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer to service Welleby, holders of mortgage liens on any Welleby property, and such other persons as the Developer or Management Association from time to time may designate, a non-exclusive right of ingress and egress over and across existing drives and walkways in the Welleby Community and other areas to be determined from time to time by the Developer.

E. Additional Easements Pertaining to Common Areas. The Developer hereby grants and reserves a non-exclusive easement for ingress and egress over and across and through the Open Land Areas, existing drives and walkways and other areas, the location of which may hereafter be determined by the Developer or the Management Association, for the purpose of providing access for all owners of Residential Units in Welleby, their guests, lessees and invitees, to Common Areas separated from roads dedicated to the public.

The Developer hereby grants and reserves to itself an easement for the maintenance of all areas in Welleby on the following property:

A strip of land fifteen (15) feet in width contiguous to the boundary of all lakes located in Welleby as said boundary is finally located by the Developer.

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18. Amend and renumber Article Six of the Declaration to read "Article Five", to delete, in the title thereof, the words "AND RENTAL", and to read as follows:

ARTICLE FIVE

MAINTENANCE OBLIGATIONS RE WELLEBY COMMON AREAS

Owners of Residential Units, or interests therein, shall be responsible for all expenses of the management, operation and maintenance of the Management Association, all Common Areas of Welleby and all areas at Welleby which are intended for the use and enjoyment of the public. The expenses for which the owners are responsible, include, but are not limited to, the costs of operating the Management Association, the cost of insurance premiums for hazard and public liability insurance, costs of repair, replacement and/or additional improvements, lawn service, utility bills, personal property taxes, real property taxes and special assessments imposed by governmental bodies, use or other taxes (other than income taxes) on rentals, janitor services, grounds-keeping service, accounting and legal fees, wages and fees for managerial and other services and such additional sums as are necessary to provide a reasonable and adequate reserve fund for contingencies. Until December 31, 1979, the expenses shall not exceed the sum of \$5.00 per month to be paid for the foregoing items for each Residential Unit. After December 31, 1979, until the Developer no longer has the exclusive right and authority to appoint the directors of the Management Association as set forth in Article Two above, the expenses to be paid for the foregoing items shall not exceed the sum of \$7.50 per month for each Residential Unit.

19. Amend and renumber Article Seven of the Declaration to read "Article Six", to delete, in lines 11 and 12 thereof, the words "the Declaration of Protective Covenants of the Welleby Units, if any,".

20. Delete Article Eight of the Declaration in its entirety.

21. Delete Article Nine of the Declaration in its entirety.

22. Amend and renumber Article Ten of the Declaration to read "Article Seven", to delete, in lines 1 and 2 thereof, the comma after the word "Association" and, immediately thereafter, the words "its successors or assigns or authorized agents," to insert a period after the word "Covenants" in line 7 thereof, and to delete, immediately thereafter, the balance of the sentence, and to delete the last sentence thereof and substitute therefor the following sentence: "Until the Developer no longer has the exclusive right and authority to appoint the directors of the Management Association as set forth in Article Two hereof, Developer shall pay the balance of said expenses for said maintenance obligations to the extent that the assessments

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collected from Residential Unit owners are not sufficient to maintain the Welleby Common Areas."

23. Amend Section A of new Article Seven of the Declaration to read as follows:

A. Proportionate Share of Owner of a Residential Unit. Except as otherwise herein provided, the proportionate share of the said total assessments for Welleby allocated to and chargeable against each Residential Unit and the Owner thereof shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Residential Units in the Welleby Community (1/Total number of Residential Units).

24. Amend Section B of new Article Seven of the Declaration to delete, in line 4 thereof, the words "leasing certain Common Areas of Welleby and", and to delete, in line 7 thereof, the word "lease/".

25. Amend Section C of new Article Seven of the Declaration to delete, in lines 6 and 7 thereof, the words "and/or community property".

26. Amend Section D of new Article Seven of the Declaration to delete, in line 13 thereof, the words "owner or", and to delete, in lines 15 and 16 thereof, the words "and/or community property".

27. Amend Section E of new Article Seven of the Declaration to read as follows:

E. Payment and Default. Regular assessments shall be made on a quarterly basis, and shall be due and payable in advance on the first day of each quarter of each year. Special assessments and assessments for maintenance of Residential Units shall be due and payable upon the mailing of notice of same to the owners of Residential Units at the last address furnished by the owners to the Management Association. All assessments shall be collected by and made payable to the Management Association. At the option of the Management Association, all assessments more than 15 days past due shall bear interest at the rate of ten percent (10%) per annum from the due date thereof until paid. Joint owners of Residential Units shall be severally and jointly liable for the full amount of all assessments chargeable against said Residential Units.

In the event an assessment is not paid within 15 days of the date that payment of same is due, then the Management Association shall send notice of default to such delinquent owner by personal delivery, or by registered mail, return receipt requested, addressed to the said delinquent owner at the last address furnished by said owner to the Management Association. In the event such default continues for an additional 30 days after delivery or mailing of said default notice, then, without further notice or demand, the Management Association may take such action as it deems necessary to collect the past due sums and/or to foreclose the lien on the Residential Unit of said delinquent owner, all as hereinafter provided.

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28. Amend Section F of new Article Seven of the

Declaration to read as follows:

F. Lien for Assessments. The Management Association shall have a lien for the purpose of securing the payment of all expenses of managing, operating and maintaining all areas of Welleby which are for the common use and enjoyment of all owners of Residential Units or interests therein, all as hereinbefore provided, and which shall also include all costs, expenses, damages and attorneys' fees which may be incurred or sustained by the Management Association in the collection of such assessments and enforcement of this lien, and for the purpose of securing the performance by each and every owner of a Residential Unit or interest therein of all of the covenants, conditions and obligations of this Declaration of Protective Covenants, and Declarations of Protective Covenants of other Welleby Units, if any. The Management Association's lien shall be an encumbrance against each Residential Unit of a defaulting owner and against all easements, rights and interests which are appurtenant to such Residential Unit; provided, however, that as to a Residential Unit which is located in a rental apartment building or rental apartment complex, the lien of the Management Association shall be an encumbrance against the entire platted lot or parcel, or part thereof, upon which such apartment building or complex has been constructed, all improvements located thereon, and all easements, rights and interests which are appurtenant to such rental apartment building or complex, and the Residential Units comprising same. The lien of the Management Association shall be effective as of the date of recordation of a claim of lien in the Public Records of Broward County, Florida. Except as hereinafter provided, no claim of lien shall be recorded until an assessment has been unpaid for five (5) days after the Management Association has given notice as provided herein that such assessment is past due. The said lien of the Management Association shall have first priority over all liens of every nature regardless of the time of recordation of same, except the lien of a first mortgage given to an Institutional Lender (hereinafter referred to as an "Institutional Mortgage") recorded prior to the recording of a claim of lien for assessments in the Public Records of Broward County, Florida. Specifically, the Management Association's lien for assessments for the maintenance, operation and management of all Common Areas of Welleby shall be superior to the lien for assessments of any condominium association in Welleby.

The Management Association's lien may be foreclosed in a like manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for any unpaid assessments may be maintained without waiving the lien securing the payment thereof. In the event of a foreclosure of the assessment lien, the Management Association shall be entitled to bid at the foreclosure sale, and to become the owner of the Residential Unit being foreclosed. In the event the Management Association becomes the owner of a Residential Unit as a result of the foreclosure of such lien, or otherwise by virtue of default, the Management Association may sell or lease same upon such terms and conditions as it deems appropriate. In the event of such sale by the Management Association, the proceeds realized therefrom, together with any proceeds realized in an interim leasing or renting of said Residential Unit shall be applied first in payment of all past due assessments and obligations charged against the same, and then in payment of any and all costs, expenses, commissions and/or fees incurred in recovering or obtaining possession of said Residential Unit in the sale or leasing of same, in maintaining same, and/or in repairing or redecorating improvements located thereon or therein. After payment of the foregoing, any remaining sums shall be paid over and delivered to the defaulting owner of said Residential Unit. In the event of foreclosure of an assessment lien, the owner of the Residential Unit being foreclosed

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shall pay a reasonable rental to the Management Association for the same during the existence of the foreclosure proceedings, and the Management Association shall be entitled to the appointment of a receiver by the Court having jurisdiction of said proceedings.

The lien for assessments shall survive all foreclosure proceedings except the foreclosure of a prior Institutional Mortgage and all transfers of whatever nature, and except a deed in lieu of foreclosure in favor of an Institutional Lender who is the holder of a prior Institutional Mortgage, such Institutional Mortgage foreclosure or deed in lieu of foreclosure serving to extinguish any lien for past due assessments; however, any other transferee of such property, upon acquisition of such interest, shall be liable for all past due and continuing assessments charged against the same. The Management Association shall furnish a written statement showing the status of assessments chargeable against any Residential Unit upon written request of any person intending to purchase, encumber or otherwise acquire an interest in same, and any such statement signed by an officer of the Management Association and bearing the seal of the Management Association shall be conclusive and binding upon the Management Association.

29. Amend and renumber Article Eleven of the Declaration to read "Article Eight" and to read as follows:

ARTICLE EIGHT

INSURANCE

There shall be maintained in effect at all times, on all Common Areas in Welleby, public liability insurance having minimum limits of \$1,000,000.00 for bodily injury either to one person or to multiple persons injured as a result of a common accident, and \$100,000.00 for damage to property. Such policy or policies shall provide coverage for claims of third persons against the Developer, all Welleby Developers, and the Management Association, and their respective agents, officers and directors. Such insurance shall also provide for claims of third persons against the Management Association and its members, and for each individual member against the Management Association and all members.

There shall also be maintained in full force and effect, at all times, hazard insurance naming the Management Association as the insured, providing coverage against fire, windstorm, other perils and such other loss as is deemed advisable, in an amount equal to the full replacement value of all insurable improvements and tangible personal property located in, on and about said Common Areas.

The premiums for said public liability and hazard insurance shall be paid by the Management Association and charged to the owners of Residential Units as part of the total annual assessments in the manner hereinbefore provided.

30. Amend and renumber Article Twelve of the Declaration to read "Article Nine", to delete the word "total" in line 3 thereof, to add the word "the" before the word "payment" in line 5 thereof, and to substitute, in line 6 thereof, the word "all" for the word "such" and the word "that" for the word "as" appearing immediately after the word "proceeds" and before the word "may".

31. Amend and renumber Article Thirteen of the Declaration to read "Article Ten", to delete, in lines 1 and 2 of paragraph 2 thereof, the comma after the word "Association" and, immediately thereafter, the words "its successors or assigns," and to amend the final paragraph thereof to read as follows:

Notwithstanding anything said above, the approval of the Management Association shall not be required for any building, structure or other improvement constructed by the Developer or any Welleby Developer.

32. Renumber Article Fourteen of the Declaration to read "Article Eleven".

33. Amend and renumber Article Fifteen of the Declaration to read "Article Twelve", to delete the comma after the word "type" in line 7 thereof, and to add, immediately thereafter, the word "and".

34. Amend and renumber Article Sixteen of the Declaration to read "Article Thirteen" and to read as follows:

ARTICLE THIRTEEN

RESUBDIVIDING OF RESIDENTIAL UNITS RESTRICTED FOR
USE FOR ONE SINGLE FAMILY DWELLING

No Residential Unit intended for use as a single-family dwelling by the Plat of this Welleby Unit shall be resubdivided or replatted in a manner which would cause an increase in the number of Residential Units as shown on the present Welleby Unit Plat. This shall not prohibit the combination of two or more contiguous Residential Units into one single-family dwelling unit in a manner which would decrease the aggregate number of Residential Units set forth on the Plat of this Welleby Unit; provided, however, that no such combination shall cause the waterway frontage and street frontage dimensions of any applicable combined Residential Unit to be less than the dimensions of the smallest Residential Unit in the group of Residential Units contiguous to the applicable combined Residential Unit, and provided, further, that no such combination shall cause the length of any combined Residential Unit, from the applicable frontage street to the rear lot line or waterway, to be less than the length of the applicable Residential Units which are being combined.

35. Amend and renumber Article Seventeen of the Declaration to read "Article Fourteen" and to read as follows:

ARTICLE FOURTEEN

FILLING IN

No platted lot or parcel may be increased in size by filling in the waterways on which it abuts, except by the Developer (or with the approval of Developer) or, after the Developer has turned over control of the Management Association, by the Management Association.

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36. Amend and renumber Article Eighteen of the Declaration to read "Article Fifteen" and to read as follows:

ARTICLE FIFTEEN

GARBAGE DISPOSAL AND CLOTHES LINES

The owners of each Residential Unit not a part of a condominium shall provide sanitary disposal for all garbage and rubbish, which disposal shall be regulated by the Management Association. Garbage and rubbish shall, at all times, be concealed from view from the access ways, lakes and waterways and from adjacent Residential Units. In the case of a condominium, the applicable condominium association shall provide for screening and disposal of garbage and rubbish as provided above and as provided in the applicable Declaration of Condominium.

Clothes lines shall be located entirely within a landscaped screen concealing the same from view from the access ways, lakes and waterways and from adjacent Residential Units.

37. Amend and renumber Article Nineteen of the Declaration to read "Article Sixteen", to delete, in line 1 thereof, the word "the" and the words "and/or", to insert, in line 1 thereof, after the word "owners" the words "of, or", to delete, at the beginning of line 2 thereof, the word "of" and to substitute therefor the word "on".

38. Amend line 8 of the second paragraph of new Article Sixteen of the Declaration to substitute "7" for "10", to delete the "s" in the word "boats" in line 11 thereof, and to delete the word "obvious" in line 20 thereof.

39. Amend and renumber Article Twenty of the Declaration to read "Article Seventeen", to delete, in the first line thereof, the comma after the word "Developer" and, immediately thereafter, the words "its successors or assigns,", to delete, in line 6 thereof, the words "and/or" and to substitute therefor the word "or", to add, in line 6 thereof after the word "may", a comma, and to add a comma in line 7 thereof after the word "residents".

40. Amend and renumber Article Twenty-One of the Declaration to read "Article Eighteen", to delete, in line 4 thereof, the words "its successors or assigns", and to amend the final sentence thereof to read as follows: "Any expense incurred by the Management Association in abating, removing,

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repairing or maintaining property, including costs and expenses of collection and enforcement, including a reasonable attorney's fee, shall be secured by the lien of the Management Association as provided in Article Seven and may be foreclosed in the same manner as any lien, mortgage or other encumbrance.

41. Amend and renumber Article Twenty-Two of the Declaration to read "Article Nineteen" and to read as follows:

ARTICLE NINETEEN

AMENDMENTS

This Declaration and the Exhibits thereto may be amended by a majority vote of the directors of the Management Association at any time up to January 1, 1983, or such earlier date upon which the Developer assigns its authority for the management and maintenance of Welleby and enforcement of the provisions of this Declaration of Protective Covenants to the Management Association; thereafter, this Declaration may be amended by the Management Association by a two-thirds vote of the members of the Management Association, in accordance with the voting provisions of the By-Laws of the Management Association. In no event may any amendments to this Declaration of Protective Covenants be made which would alter the proportionate share of the owners of each Residential Unit for the expense of operating, managing and maintaining the Welleby Common Areas, or which would change the vote allocated to an owner of a Residential Unit except with the written approval of all owners of all Residential Units. In no event may any amendments to this Declaration be made which would in any way affect adversely the interests of the owners and holders of Institutional Mortgages encumbering the Property or any interest therein, without the written consent of the owners and holders of two-thirds of such Institutional Mortgages. Notwithstanding the foregoing, the provisions of Article Seven which directly affect the lien of the mortgage of an Institutional Lender shall not be amended without the written consent of the owners and holders of 100 percent of such Institutional Mortgages. Any amendments shall be evidenced by documents executed by the authorized officers of said Management Association and recorded in the Public Records of Broward County, Florida.

42. Renumber Article Twenty-Three of the Declaration to read "Article Twenty".

43. Delete Article Twenty-Four of the Declaration in its entirety.

44. Renumber Article Twenty-Five of the Declaration to read "Article Twenty-One".

45. Amend and renumber Article Twenty-Six of the Declaration to read "Article Twenty-Two", to insert, as the title thereof, the word "MISCELLANEOUS", and to read as follows:

ARTICLE TWENTY-TWO

MISCELLANEOUS

Whenever the word "Owner" is used in the singular, it shall nevertheless, when applicable, refer to all owners of the interest to which reference is made, or to the neuter gender if the "Owner" is a corporation.

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Whenever reference is made to this Declaration of Protective Covenants, other Welleby Declarations of Protective Covenants, the Certificate of Incorporation, By-Laws and Rules and Regulations of the Management Association, or any other documents pertaining to Welleby, such reference shall include any and all Amendments and supplements thereto.

The adoption of said amendments appears upon the minutes of the Management Association and stands unrevoked.

The undersigned do hereby certify that the foregoing amendments to the Declaration of Protective Covenants Covering the Development, Use and Enjoyment of Welleby Unit One, an Exclusive Residential Community, have been duly and validly adopted by unanimous vote of the directors of the Management Association and have been duly executed and acknowledged by the President and Secretary of the Management Association, this 28 day of September 1978.

WITNESSES:

Carl S. Greiner
Laura M. Brown

WELLEBY MANAGEMENT ASSOCIATION,
INCORPORATED

By David F. Wolf
President

Attest: Patricia Camp
Secretary



STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of September 1978, by DAVID F. WOLF and PATRICIA CAMP, the President and Secretary, respectively, of Welleby Management Association, Incorporated, a Florida corporation, on behalf of the corporation.

Carl S. Greiner
Notary Public, State of Florida
at Large

My commission expires:

(OFFICIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
REGISTERING CLERK ADMINISTRATOR

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82-314997

CERTIFICATE OF AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS COVERING THE
DEVELOPMENT, USE AND ENJOYMENT OF
WELLEBY UNIT 100
AN EXCLUSIVE RESIDENTIAL COMMUNITY

NOV 23 3 26 PM '82

THIS IS TO CERTIFY THAT:

The following is a true copy of certain amendments to the Declaration of Protective Covenants Covering the Development, Use and Enjoyment of Welleby Unit 100, an Exclusive Residential Community (the "Declaration"), which Declaration is recorded in Official Records Book 5478, at Page 882, of the Public Records of Broward County, Florida, and as amended in Official Record Book 6008, at Page 536 of the Public Records of Broward County, Florida, and, as further amended in Official Records Book 7805, Page 962 of the Public Records of Broward County, Florida. Said amendments were duly proposed and were adopted at a meeting of the Board of Directors of Sunrise Properties, Inc., the developer, were ratified and consented to by the Board of Directors of Welleby Management Association, Incorporated (the "Management Association"), and were ratified and confirmed and consented to by the mortgage holder, The Lyon Realty Company, a California corporation licensed to do business in the State of Florida, and said amendment to the original Declaration of Protective Covenants is enacted in accordance with Article 22 of the original declaration. Said amendment is as follows:

WHEREAS, Sunrise Properties, Inc., hereinafter called Sunrise, is the successor in title and interest to Millstream Corporation, the original developer, as to certain lands which were described in Exhibit "E" of the original Declaration of Protective Covenants which was recorded in Official Records Book 5478, Page 882, of the Public Records of Broward County, Florida;

WHEREAS, Sunrise is presently the developer and fee simple owner of the lands known as Parcel 2 and Parcel 3 of Exhibit "E" which exhibit was attached to the original Declaration of Protective Covenants recorded in Official Record Book 5478, Page 882 of the Public Records of Broward County, Florida;

WHEREAS, Sunrise no longer wishes Parcels 2 and 3 of the original Exhibit "E" to be subject to the original Declaration of Protective Covenants or any amendments subsequent thereto;

WHEREAS, Sunrise wishes to cancel the Declaration of Protective Covenants and amendments thereto as it may pertain to the lands described in Parcel 2 and Parcel 3 of the original Exhibit "E" which is attached to this amendment as Exhibit "A";

WHEREAS, Exhibit "A" attached to this amendment is identical and describes the same lands of Exhibit "E" which was attached to the original Declaration of Protective Covenants;

WHEREAS, Sunrise, in accordance with Article 22 of Page 30 of the original Declaration does hereby make this amendment, and

WHEREAS, Welleby Management Association, Incorporated, the management association and The Lyon Realty Company, hereinafter called Lyon, being the mortgage holder, do hereby join in this

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amendment and consent thereto.

NOW, THEREFORE, BE IT RESOLVED, that the following amendment be enacted in accordance with Article 22 of the Declaration:

1. The lands which are described as Parcel 2 and Parcel 3 contained in Exhibit "A" attached to this amendment which are the same lands as described as Parcel 2 and Parcel 3 of Exhibit "E" to the original declaration shall no longer be subject to the original Declaration of Protective Covenants as recorded in Official Record Book 5478, Page 882, or any amendments subsequent thereto and the original Declaration of Protective Covenants and the amendments subsequent thereto are hereby cancelled, declared null and void and of no further force and effect with reference to the lands described as Parcel 2 and Parcel 3 attached as Exhibit "A" to this amendment.

2. Notwithstanding this amendment, nothing contained herein shall cancel, discharge, or change the force and effect of the original Declaration of Protective Covenants or amendments in Parcel 1 on Exhibit "A" attached to this amendment. In all other respects, the Declaration of Protective Covenants, together with the amendments subsequent to, shall remain in full force and effect as to the lands described in Parcel 1 on Exhibit "A" attached to this amendment.

The undersigned do hereby certify that the foregoing amendment to the Declaration of Protective Covenants Covering the Development, Use and Enjoyment of Welleby Unit 100, an Exclusive Residential Community, have been duly and validly adopted by the unanimous vote of the Directors of Sunrise Properties, Inc. and, the Board of Directors of Welleby Management Association, Incorporated and the Board of Directors of The Lyon Realty, Inc. have unanimously voted to direct their corporate officers to affix their signatures thereby signifying their consent to the amendment this 20th day of October, 1982.

WITNESSES:

[Handwritten signatures of witnesses]

SUNRISE PROPERTIES, INC.
By: *[Signature]*
William Lyon
President

Attest: *[Signature]*
Richard S. Robinson
Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:

The foregoing instrument was acknowledged before me this 20th day of October, 1982 by William Lyon, President and Richard S. Robinson, Assistant Secretary, respectively of Sunrise Properties, Inc., a Florida corporation on behalf of the corporation.



[Signature]
Notary Public
at large

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CONSENT OF WELLEBY MANAGEMENT
ASSOCIATION, INCORPORATED

Welleby Management Association, Incorporated, the
management association, does hereby join in and consent to
the foregoing amendment.

WELLEBY MANAGEMENT ASSOCIATION
INCORPORATED

By: Dwight W. Jundt
Dwight W. Jundt
President



CORPORATE SEAL

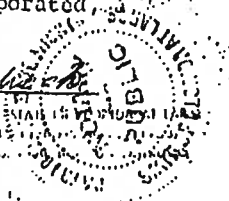
WITNESSES:

Henry [Signature]
Richard [Signature]

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

The foregoing instrument was acknowledged before me
this 20th day of October, 1982, by Dwight W. Jundt,
President of Welleby Management Association, Incorporated,
Florida corporation, on behalf of the corporation.

Peterson A. Zehner
Notary Public
at large



CONSENT OF THE LYON REALTY COMPANY

The Lyon Realty Company, a California corporation,
the mortgage holder, does hereby consent and join in the
foregoing amendment.

WITNESSES:

THE LYON REALTY COMPANY, A
California Corporation, successor
in interest to CONTINENTAL ILLINOIS
REALTY, a California real estate
investment trust

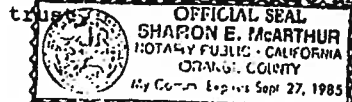
By: William Lyon
William Lyon
President

Attest: Richard S. Robinson
Richard S. Robinson
Assistant Secretary

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STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss:

The foregoing instrument was acknowledged before me
this 20th day of October, 1982, by William Lyon, President,
and Richard S. Robinson, Assistant Secretary, respectively, of The
Lyon Realty Company, a California Corporation, successor in interest
to CONTINENTAL ILLINOIS REALTY, a California real estate investment



Sharon E. McArthur
Notary Public
at large

PREPARED BY AND RETURN TO:

Robert E. Ferris, Jr., Esq.
Gustafson, Stephens, Ferris, Forman & Hall, P.A.
540 Northeast Fourth Street
Fort Lauderdale, Florida 33301

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

A parcel of land being a portion of Tracts 4, 5, 6 and 7 in the Northeast 1/4 of Section 19, Township 49 South, Range 41 East, according to the "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1" of said Section 19 as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, and a portion of tracts 16, 17, 18 and 19 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "CHAMBERS LAND COMPANY SUBDIVISION" of said Section 20 as recorded in Plat Book 1 at Page 5A of the Public Records of Broward County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Section 19, Township 49 South, Range 41 East the same being the Northwest corner of Section 20, Township 49 South, Range 41 East; thence run on a bearing (based on the Standard Plane Rectangular Grid Coordinate System for the East Zone of Florida established from a third order U.S. Army Corps of Engineers survey along the C. & S. F. F. C. D. Canals C-13 and C-42) of $S1^{\circ}25'57''E$ along the East line of said Section 19 for 281.45 feet to the Point of Curvature of a circular curve concave to the East; thence along the arc of said curve having for its elements a radius of 1000.00 feet and a central angle of $10^{\circ}54'24''$ for 190.36 feet to the Point of Tangency; thence $S12^{\circ}20'21''E$ for 747.40 feet to the POINT OF BEGINNING; thence continue $S12^{\circ}20'21''E$ for 174.00 feet to the Point of Curvature of a circular curve concave to the West; thence along the arc of said curve having for its elements a radius of 1900.00 feet and a central angle of $29^{\circ}14'31''$ for 969.70 feet to a point on said curve, said point bearing $S73^{\circ}05'50''W$ for 718.93 feet; thence $N3^{\circ}10'52''W$ for 630.96 feet; thence $N65^{\circ}00'46''E$ for 584.73 feet; thence $N77^{\circ}39'39''E$ for 198.48 feet to the POINT OF BEGINNING. All lying, being and situated in the City of Sunrise, Broward County, Florida and containing 15.94 Acres.

PARCEL 2:

A parcel of land being Tracts 17 and 18, and a portion of Tracts 10, 11, 12, 16, 19, 21, 22 and 23 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "CHAMBERS LAND COMPANY SUBDIVISION" of said Section 20 recorded in Plat Book 1 at Page 5A of the Public Records of Broward County, Florida, AND a portion of Tracts 4, 5, 6 and 7 in the Northeast 1/4 of Section 19, Township 49 South, Range 41 East, according to the "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1" of said Section 19 as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows: COMMENCE at the Northwest Corner of Section 20, T49S, R41E; thence on a grid bearing, (based on the Standard Plane Rectangular Coordinate System for the East Zone of Florida established from a third order U.S. Army Corps of Engineer survey along the C. & S. F. F. C. D. Canals C-13 and C-42), of $N89^{\circ}-27'-34''E$ along the north line of said Section 20 a distance of 1,053.26 feet; thence $S00^{\circ}-32'-26''E$ a distance of 1,019.16 feet to the POINT OF BEGINNING of the following described parcel of land; thence $S71^{\circ}-11'-02''E$ a distance of 161.28 feet; thence $S0^{\circ}31'46''E$ for 70.02 feet to the Point of curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 35.00 feet and a central angle of $90^{\circ}00'00''$ for 54.98 feet to the Point of Tangency; thence $N89^{\circ}28'14''E$ for 250.00 feet to the Point of Curvature of a circular curve concave to the Southwest; thence along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of $90^{\circ}00'00''$ for 39.27 feet to the Point of Reverse Curvature of

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EXHIBIT "A" (continued)

a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet the Point of Tangency; thence N89°28'14"E for 106.51 feet; thence S71°11'02"E for 163.64 feet to a point on a circular curve concave to the Southeast, said point bearing N58°23'13"W from the radius point of said curve; thence Southwesterly along the arc of said curve having for its elements a radius of 50.00 feet and a central angle of 33°04'34" for 28.86 feet to the Point of Tangency; thence S1°27'47"E for 260.00 feet to the Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence N88°32'13"E for 12.46 feet; thence S0°00'00"E for 193.28 feet; thence S34°26'20"W a distance of 848.76 feet; thence N76°59'08"W a distance of 1,179.13 feet to a point in a non-tangent curve concave to the Northwest having a radius of 1,900.00 feet and a central angle of 03°53'18", a radial line through said point bearing S76°59'08"E; thence Southerly along said curve 128.94 feet to a point in said curve; thence on a radial line N73°05'50"W a distance of 718.93 feet; thence N03°10'52"W a distance of 630.96 feet; thence N65°00'46"E a distance of 584.73 feet; thence N77°39'39"E a distance of 1,092.41 feet to the POINT OF BEGINNING of said described parcel of land. Said parcel contains 57.71 acres, LESS Parcel 1 described above.

PARCEL 3:

Being a replat of Tracts 2 and 3 and a portion of Tracts 1 and 4 in the Southwest 1/4 of Section 20, and a portion of Tract 8 in the Northwest 1/4 of Section 20, Township 49 South, Range 41 East, according to the "CHAMBERS LAND COMPANY'S" plat of said Section 20 as recorded in Plat Book 1, at Page 5A of the Public Records of Broward County, Florida, being more particularly described as follows: Commence at the South 1/4 corner of said Section 20, Township 49 South, Range 41 East; thence run on a grid bearing (based on the Standard Plane Rectangular Grid Coordinate System for the East Zone of Florida, established from a third order U.S. Army Corps of Engineers survey along the C. & S.F.F.C.D. Canals C-13 and C-42) of N1°28'24"W along the East line of the Southwest 1/4 of said Section 20 for 1474.80 feet to the Point of Beginning of the herein described parcel of land, said point lying on the Northerly boundary line of "WELLEBY UNIT ONE", according to the plat thereof recorded in Plat Book 79 at Page 24 of the Public Records of Broward County, Florida, and also being the Southwesterly corner of the plat entitled "WELLEBY UNIT TWO", recorded in Plat Book 79 at Page 27 of the Public Records of Broward County, Florida; thence S89°30'38"W along the Northerly boundary line of said "WELLEBY UNIT ONE" plat for 635.74 feet to the Point of Curvature of a circular curve concave to the Northeast; thence along the arc of said curve, having for its elements a radius of 25.00 feet and a central angle of 89°01'35" for 38.85 feet to the Point of Tangency; thence N1°27'47"W along the East line of the plat entitled "WELLEBY UNIT THREE", recorded in Plat Book 79 at Page 28 of the Public Records of Broward County, Florida, for 1058.45 feet to the Point of Curvature of a circular curve concave to the Southeast; thence along the arc of said curve, having for its elements a radius of 270.00 feet and a central angle of 89°59'23" for 424.07 feet to the Point of Tangency; thence N88°31'36"E along the Plat entitled "WELLEBY UNIT FOUR", for 365.05 feet to the Point of Curvature of a circular curve concave to the Southwest; thence along the arc of said curve, having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence S1°28'24"E along the Westerly boundary line of said plat of "WELLEBY UNIT TWO" for 1339.32 feet to the Point of Beginning. All situate, lying and being in the City of Sunrise, Broward County, Florida, containing 20.24 acres more or less.

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SEE 54/8 PAGE 223

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

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

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NOTICE OF AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
DEALING WITH WELLEBY, AN EXCLUSIVE RESIDENTIAL COMMUNITY

The undersigned, being the President and Secretary of Welleby Management Association, Incorporated, a Florida Non-Profit Corporation, do hereby certify, under oath, that on the July 10 day of July 10, 1987, a Special Meeting of the Membership of Welleby Management Association, Incorporated was held. Based upon an examination of the Membership records of Welleby Management Association, Incorporated, the Secretary, being the undersigned, did certify at that meeting, that there was present in person, or by proxy, a quorum of the Membership of Welleby Management Association, Incorporated. Further, based upon an examination of the Membership lists of Welleby Management Association, Incorporated, and based upon the vote taken at that meeting, the Secretary did certify at that meeting, and does hereby certify of public record, that a majority of the Membership of Welleby Management Association, Incorporated, present in person or in proxy, at that specially called meeting, did vote in favor of the following amendments to various Declarations of Protective Covenants covering the development, use, and enjoyment of Welleby, an Exclusive Residential Community, which amendments are set forth in their text, as follows:

1. That the various Declarations of Protective Covenants covering the development, use, and enjoyment of Welleby, an Exclusive Residential Community, declarations encompass all or a portion of the platted lands listed below, and which Declarations, together with any amendments thereto, are found to be recorded in the Official Record Books of Broward County, Florida, as listed below, are hereby amended, in their entirety, so that in the future, each of these Declarations will read in accordance with the text changes outlined in the standard Declaration of Protective Covenants, covering the development, use, and enjoyment of Welleby, an Exclusive Residential Community, a copy of which is attached hereto as Exhibit "A". Therefore, with regard to the platted lands, or portions thereof, which are covered by the Declaration of Protective Covenants, as recorded below, these Declarations of Protective Covenants, and any amendments thereto which are recorded below, are hereby amended so that each of these original Declarations, and any amendments thereto, shall be amended, and shall conform in all respects, to the language set forth in Exhibit "A". The platted lands, or portions thereof, together with the dates upon which the Declarations of Protective Covenants are recorded, together with the Official Record Book and Page Number of the original Declaration of Protective Covenants, and any amendments thereto, are set forth as follows:

WILL CALL

Prepared by:
Robert E. Ferris, Esquire
Gustafson Stephens et. al.
540 N.E. 4th Street
Ft. Lauderdale, Florida 33301

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LEGAL DESCRIPTION OF PLAT
OR PORTIONS OF PLAT AND
SUBDIVISION WHICH ARE
COVERED BY DECLARATION,
ALL IN BROWARD COUNTY,
FLORIDA

DATE OF RECORDING
OF DECLARATION

OFFICIAL RECORD
BOOK & PAGE
WHERE DECLARATION
IS RECORDED IN
BROWARD COUNTY
RECORDS

Gates of Welleby Plat Book 81, Page 43	5/07/74	Official Records Book 5747, Page 195, et seq.
Welleby Unit 1 Plat Book 79, Page 24	5/09/73	Official Records Book 5537, Page 685, et seq.
Welleby Unit 2 Plat Book 79, Page 27	5/07/74	Official Records Book 5747, Page 195, et seq.
Welleby Unit 3 (a), (b), (c), (d) Plat Book 79, Page 28	10/03/74	Official Records Book 5964, Page 186, et seq.
	11/13/74	Official Records Book 6008, Page 536, et seq.
	10/06/78	Official Records Book 7805, Page 962, et seq.
Welleby Unit 4 Plat Book 80, Page 1	10/12/78	Official Records Book 7814, Page 955, et seq.
Welleby Unit 5 Plat Book 109, Page 36	10/19/83	Official Records Book 11210, Page 505, et seq.
Welleby Unit 6 Plat Book 109, Page 37	8/12/83	Official Records Book 11064, Page 188, et seq.
Welleby Unit 7 Plat Book 109, Page 38	3/13/85	Official Records Book 12386, Page 488, et seq.
	3/25/85	Official Records Book 12413, Page 354, et seq.
Welleby Unit 8 Plat Book 97, Page 37	4/14/78	Official Records Book 7515, Page 542, et seq.
Welleby Unit 10 Plat Book 103, Page 47	1/21/81	Official Records Book 9368, Page 445, et seq.

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LEGAL DESCRIPTION	DATE RECORDED	O.R. BOOK & PAGE
Welleby Unit 12 Plat Book 109, Page 39	6/24/83	Official Records Book 10953, Page 604, et seq.
Parcel A of Welleby Unit 13 Plat Book 109, Page 40	6/13/83	Official Records Book 10923, Page 472, et seq.
Hills of Welleby Unit 14 Plat Book 109, Page 41	1/06/86	Official Records Book 13092, Page 242, et seq.
Welleby Unit 100	10/10/73	Official Records Book 5478, Page 882, et seq.
Joshlee Subdivision Plat Book 101, Page 33	2/13/79	Official Records Book 8042, Page 304, et seq.
Welleby SW Quadrant Plat Book 126, Page 28	4/03/86	Official Records Book 13300, Page 161, et seq.
	9/30/86	Official Records Book 13776, Page 282, et seq.
	3/10/87	Official Records Book 14239, Page 533, et seq.
Welleby NW Quadrant Plat Book 110, Page 48		
Parcel 3b	7/31/84	Official Records Book 11897, Page 651, et seq.
Parcel 3c	4/23/83	Official Records Book 10814, Page 956, et seq.
Parcel 4	4/27/84	Official Records Book 11658, Page 608, et seq.
Parcel 5	12/27/84	Official Records Book 12221, Page 904, et seq.
Parcel 6	9/26/84	Official Records Book 12023, Page 188, et seq.

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LEGAL DESCRIPTION	DATE RECORDED	O.R. BOOK & PAGE
Parcel 8	12/27/84	Official Records Book 12221, Page 904, et seq.
Parcel 10a	1/31/84	Official Records Book 11445, Page 510, et seq.
Parcel 13a	12/16/83	Official Records Book 11344, Page 964, et seq.
Parcel 13b	11/06/81	Official Records Book 9880, Page 155, et seq.

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2. That certain Declaration of Protective Covenants covering the development, use, and enjoyment of Welleby, an Exclusive Residential Community, encumbering all of Parcel A of Welleby, Unit 13, as recorded in Plat Book 109, Page 40 of the Public Records of Broward County, Florida, which Declaration was recorded on June 13th, 1983 in Official Record Book 10923, Page 472, et.seq., is hereby amended to delete and cancel from the operation and affect of the Declaration of Protective Covenants, as recorded, the real property which is attached hereto as Exhibits "B" and "C", so that this property, in the future, will not be subject to this Declaration of Protective Covenants, as set forth in the recording information in the amendment.

IN WITNESS WHEREOF, the President and Secretary of Welleby Management Association, Incorporated, have set their hands, and have executed and attested this document, on this 10 day of June, 1987.

WELLEBY MANAGEMENT ASSOCIATION, INC.

ATTEST:

May E. Wilson

By:

[Signature]
President

ATTEST:

[Signature]

By:

[Signature]
Secretary

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EXHIBIT "A" to Notice of Amendment (27 Pages)

AMENDED

DECLARATION OF PROTECTIVE COVENANTS
COVERING THE DEVELOPMENT, USE AND
ENJOYMENT OF WELLEBY, AN
EXCLUSIVE RESIDENTIAL COMMUNITY

WHEREAS, SUNRISE PROPERTIES INC., a Florida corporation and its successor, THE WILLIAM LYON COMPANY, a California corporation, (LYON) have at one time or another recorded Declarations of Protective Covenants Covering the Development, Use, and Enjoyment of Welleby, An Exclusive Residential Community ("Declarations") on Lands in Sections 19 and 20 of Township 49 South, Range 41 East in Broward County, Florida;

WHEREAS, the "Declarations" provided for amendment;

WHEREAS, the membership of Welleby Management Association, Incorporated (Welleby Management Association) has amended these "Declarations";

WHEREAS, this amendment effects each of these "Declarations" as to lands encumbered by a "Declaration" on this date;

WHEREAS, this amendment amends in its entirety each of the "Declarations" which have been recorded in Broward County, Florida in the following Official Record Books and Pages;

OR 5747, Page 195 et. seq.	OR 5537, Page 685 et. seq.
OR 5964, Page 186 et. seq.	OR 6008, Page 536 et. seq.
OR 7805, Page 962 et. seq.	OR 7814, Page 955 et. seq.
OR 11210, Page 505 et. seq.	OR 11064, Page 188 et. seq.
OR 12386, Page 488 et. seq.	OR 12413, Page 354 et. seq.
OR 7515, Page 542 et. seq.	OR 9368, Page 445 et. seq.
OR 10955, Page 604 et. seq.	OR 10923, Page 472 et. seq.
OR 13092, Page 242 et. seq.	OR 5478, Page 832 et. seq.
OR 8042, Page 304 et. seq.	OR 13300, Page 161 et. seq.
OR 13776, Page 202 et. seq.	OR 14239, Page 533 et. seq.
OR 11897, Page 651 et. seq.	OR 11658, Page 808 et. seq.
OR 12221, Page 904 et. seq.	OR 12023, Page 188 et. seq.
OR 11445, Page 510 et. seq.	OR 11344, Page 964 et. seq.
OR 4880, Page 155 et. seq.	OR 10814, Page 956 et. seq.

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WHEREAS, the lands covered by an existing "Declaration" shall be held, sold, conveyed, assigned, transferred, hypothecated, encumbered, mortgaged, leased, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions, reservations, limitations, conditions, easements, and agreements contained in this Amendment which shall run with the lands affected by an existing "Declaration."

NOW THEREFORE, WELLEBY MANAGEMENT ASSOCIATION INCORPORATED hereby declares that this Amendment amends all the stated "Declarations" noted above and that all the Property containing such "Declaration" shall be bound by this Amendment.

ARTICLE ONE

DEFINITIONS

A. Welleby. All references herein to "Welleby" or to the "Welleby Community" shall refer to and shall pertain to the Property and to all other real property located within the Welleby Community in the City of Sunrise, Florida or which is platted by the Developer or a Welleby Developer as a Welleby Unit and which is subject to a Declaration of Protective Covenants imposed by the Developer or another Welleby Developer, as herein defined.

B. Residential Unit. As used in this Declaration, a "Residential Unit" shall mean each platted lot or parcel (and improvements thereon) in the Welleby Community, designated for residential use by a Welleby Unit Plat and/or a Welleby Declaration of Protective Covenants, but excluding any platted lot or parcel, or part thereof, submitted to the condominium form of ownership or upon which a rental apartment building or rental apartment complex has been constructed and said construction is complete. As to a condominium, "Residential Unit" shall mean each Condominium Unit. As to a rental apartment building or complex, "Residential Unit" shall mean each separate rental room, unit or apartment located therein.

Notwithstanding anything provided above, all platted lots or parcels (and improvements thereon), and all completed condominium units, owned by Developer or by another Welleby Develop-

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er, shall not be included within the definition of Residential Unit except that a completed rental property shall be a Residential Unit in accordance with the provisions above if Developer or another Welleby Developer owns said property for a period longer than three (3) months after construction of said property is completed.

In no event shall the number of Residential Units in Welleby exceed 9,500.

C. Condominium Parcel. "Condominium Parcel" shall mean a condominium unit together with the undivided share in the Common Elements and all easements, rights and interest which are appurtenant to the unit.

D. Welleby Management Association, Incorporated. In order to provide continuity, there has been organized a non-profit corporation known as the Welleby Management Association, Incorporated, which together with its successors and assigns is herein called the "Welleby Management Association," or the "Management Association," and has assumed the full responsibility for maintenance and management of the Welleby Community and enforcement of these and other existing protective covenants.

E. Common Areas. All references herein to "Common Areas" or "Welleby Common Areas" shall refer to all real property within the Welleby Community other than lots or parcels designated for residential use or commercial use, which areas are designated by Developer or Welleby Developer for the common use, benefit, and enjoyment of owners of Residential Units, their lessees, invitees and guests, and of invitees and guests of Developer, the Management Association, or a Welleby Developer regardless of whether such property is leased or held in fee simple by the Management Association which shall be designated by the Developer.

F. Open Land Areas. "Open Land Areas" shall be defined as those areas within the Welleby Community (which may or may not be part of Residential Units) upon which no building, residential or otherwise, has been constructed or is constructed at a future date which shall be designated by the Developer in its master plan of development. A building may be constructed upon an Open Land

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Area in accordance with the provisions of this Declaration and applicable law, in which event, the property upon which the building is constructed shall no longer be an Open Land Area and the easement granted and reserved in ARTICLE FOUR, E hereof shall, thereafter, cease to exist.

G. Welleby Developer. "Welleby Developer" shall mean any person or entity owning land in Welleby for the purpose of development and sale to purchasers of Residential Units and who is designated, in writing in an instrument recorded in the Public Records of Broward County, Florida, by Developer or any successor in interest as a Welleby Developer.

H. Developer. "Developer" shall mean Sunrise Properties, Inc. or The William Lyon Company and their successors and assigns who are responsible for the overall development of the Welleby Community.

I. Institutional Lender. "Institutional Lender" shall mean any bank, savings and loan association, insurance company, governmental agency, governmental corporation, unincorporated business trust, real estate investment trust or mortgage company.

ARTICLE TWO

PLAN OF DEVELOPMENT

Welleby shall be improved and developed as an exclusive residential community for persons of good taste who wish to reside in a relaxed atmosphere of secluded comfort under a plan of continued management, maintenance and supervision which will perpetuate the beauty and charm of the community. The Developer in cooperation with the appropriate governmental authorities, where applicable, has assumed the responsibility for construction of all other future improvements, for the other areas comprising the Welleby Community. The Management Association has the exclusive responsibility and authority for the management and maintenance of all Common Areas, Open Land Areas, community facilities and for the enforcement of this Declaration of Protective Covenants. The Management Association will maintain and manage the Welleby Community in accordance with this Declaration of Protective Covenants, the Declarations of Protective Covenants of other Welleby

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Units and the Certificate of Incorporation and By-Laws of the Management Association, and in accordance with such additional rules and regulations which the Welleby Management Association deem appropriate.

ARTICLE THREE

USE RESTRICTIONS

A. Residential Areas. The real property described in Exhibit "A", to the original "Declaration" if any, shall always be reserved for Residential Units. All residential structures shall be set back from streets, adjacent parcels and waterways as required by the Welleby Unit plat and/or the Declaration of Protective Covenants pertaining thereto, and in the absence of such specific setback requirements, then as required by an applicable city or county zoning ordinance; provided, however, that with respect to such Welleby requirements, the Management Association, in its sole discretion, may waive the setbacks in any instance in which such waiver will not impair appearance, view, use and enjoyment of other Welleby Units or the Welleby Community as a whole or will not be detrimental to the community.

B. Common Areas.

1) Lakes: The real property described in Exhibit "B", to the original "Declaration", if any ("Lakes"), shall always be kept and maintained as bodies of water, together with any adjacent shoreline included within the said real property, in a sound condition to be used for such water activities as may be determined and allowed from time to time by the Management Association. Pending final completion of construction of the Welleby Community, the right to expand and contract the shorelines of the Lakes and thereby to modify the boundaries of same is reserved in the Developer. Accordingly, the exact location of any boundary between the Lakes and any contiguous Residential Property shall not become fixed until completion of construction by the Developer of all portions of Welleby contiguous to and surrounding the Lakes.

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2) Community Beautification Areas: All rights of way dedicated to any governmental authority, the strip of land forming the median for Oakland Park Boulevard, the Welleby entrance way, and any other real property, if any, which may, in the future, be designated as a Community Beautification Area by the Management Association, shall always be kept and maintained as Community Beautification Areas solely for the purpose of beautification of Welleby. These areas shall be maintained by the Welleby Management Association as its expense in substantially the same condition and appearance as established by the Developer.

3) Title to the Common Areas shall be vested in the Developer or its assigns.

C. Developer's or Welleby Developer's Rights. During the period of time the Property is under development, Developer and/or any Welleby Developer for the Property, as the case may be, may use any portion of the Property owned by Developer and/or any Welleby Developer and any Common Areas at the Property to maintain sales and administrative offices, and other facilities and equipment which Developer and/or Welleby Developer deems necessary or desirable in the development and construction of improvements on the Property.

ARTICLE FOUR
EASEMENTS

A. Appurtenant Easements. Developer hereby grant to the owners of each and every Residential Unit in Welleby, their guests, lessees and invitees, as an appurtenance to the owners' fee title interest, a perpetual non-exclusive easement for the use and enjoyment of all Common Areas in Welleby, subject to the provisions of this covenant, rules and regulations promulgated by the Management Association and obligations for the payment of any fees, for the uses and purposes hereinbefore designated, such use and enjoyment to be shared in common with the other owners of fee title interest in Welleby, their guests, lessees and invitees, and invitees of the Management Association as authorized by this Declaration of Protective Covenants and/or by the Rules promulgated by the Management Association.

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B. Utility Easement. The Developer reserves to itself such easements under, over, on and across Open Land Areas and/or Common Areas (as hereinbefore defined) as may be necessary for draining and for the installation and maintenance of utilities servicing all owners of Residential Units in Welleby and servicing Common Areas in Welleby, all such easements to be of a size and location as Developer in its discretion deems best as to minimize any inconvenience to the owners of interests in such Open Land Areas.

C. Management Easement. The Developer hereby reserves to itself a perpetual easement, privilege and right in and to, over, under, on and across all Residential Units, Welleby Common Areas and all other areas located in the Welleby Community for ingress and egress as required by its officers, directors, employees, agents and/or invitees in order to perform its duties and obligations as set forth herein.

D. Service Easement. The Developer hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer to service Welleby, holders of mortgage liens on any Welleby property, and such other persons as the Developer or Management Association from time to time may designate, a non-exclusive right of ingress and egress over and across existing drives and walkways in the Welleby Community and other areas to be determined from time to time by the Developer.

E. Additional Easements Pertaining to Common Areas. The Developer hereby grants and reserves a non-exclusive easement for ingress and egress over and across and through the Open Land Areas, existing drives and walkways and other areas, the location of which may hereafter be determined by the Developer or the Management Association, for the purpose of providing access for all owners of Residential Units in Welleby, their guests, lessees and invitees, to Common Areas separated from roads dedicated to the public. These easements shall not be construed to extend to

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any rights over private property. The Developer may, from time to time, designate points of access to any lakes within Wellaby.

The Developer hereby grants and reserves to itself an easement for the maintenance of all areas in Wellaby on the following property:

A strip of land fifteen (15) feet in width contiguous to the boundary of all lakes located in Wellaby as said boundary is finally located by the Developer.

F. General. The Management Association shall have the right from time to time to control and regulate all types of traffic on any existing private drives, including the right to prohibit use of same by traffic which, in the sole opinion of the Management Association, would or might result in damage to said drives or pavements or other improvements thereon, and the right to control and prohibit parking on all or any part of said drives. The Management Association shall have the right to deny ingress to any person who, in the opinion of the Management Association, may create or participate in a disturbance or nuisance on any part of the property comprising Wellaby.

ARTICLE FIVE

MAINTENANCE OBLIGATIONS RE WELLEBY COMMON AREAS

Owners of Residential Units, or interests therein, shall be responsible for all expenses of the management, operation and maintenance of the Management Association, all Common Areas of Wellaby and all areas at Wellaby which are intended for the use and enjoyment of the public. The expenses for which the owners are responsible, include, but are not limited to, the costs of operating the Management Association, the cost of insurance premiums for hazard, public liability, and workmen's compensation insurance, cost of repair, replacement and/or additional improvements, lawn service, utility bills, personal property taxes, real property taxes and special assessments imposed by governmental bodies, use or other taxes (other than income taxes) on rentals, janitor services, grounds-keeping service, accounting and legal fees, wages and fees for managerial and other services and such

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additional sums as are necessary to provide a reasonable and adequate reserve fund for contingencies. Until December 31, 1980, the expenses (Regular Assessments) shall not exceed the sum of \$6.50 per month to be paid for the foregoing items for each Residential Unit. After December 31, 1980, until the Developer no longer has the exclusive right and authority to appoint the directors of the Management Association as set forth in ARTICLE TWO above, the expenses (Regular Assessments) to be paid for the foregoing items shall not exceed the sum of ten dollars (\$10.00) per month for each Residential Unit.

ARTICLE SIX

MEMBERSHIP IN WELLEBY MANAGEMENT

ASSOCIATION, INCORPORATED

Each owner of a Residential Unit in Welleby shall, by virtue of such ownership interest, be a member of the Management Association, and by acceptance of a deed or other instrument evidencing his ownership interest, upon compliance with other provisions herein pertaining to the acquisition and vesting of such ownership interest, each owner accepts his membership in the Management Association, acknowledges the authority of the Management Association to manage, operate and maintain Welleby as an exclusive, private residential community, and agrees to abide and be bound by the provisions of this Declaration of Protective Covenants, the Certificate of Incorporation and By-Laws and other rules and regulations of the Management Association. It is understood and acknowledged that each owner is entitled to all of the rights, privileges and benefits of membership in the Management Association and that the owner(s) of each Residential Unit and appurtenances thereto shall be entitled to one vote for each Residential Unit owned, which vote may be exercised in the management of the affairs of the Management Association as provided in its By-Laws.

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ARTICLE SEVEN

ASSESSMENTS

The Management Association shall assess the owner of each Residential Unit for the purpose of providing funds for the

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payment of the expenses of the maintenance obligations, rental obligations, and any other authorized expenses as would or may be required by the terms and conditions of this Declaration of Protective Covenants. The owner or owners of each Residential Unit shall be obligated for and by acceptance of fee title or other interest therein agree to pay their proportionate share of the total assessments required as aforesaid and as hereinafter set forth.

A. Proportionate Share of Owner of a Residential Unit.

Except as otherwise herein provided, the proportionate share of the said total assessments for Welleby allocated to and chargeable against each Residential Unit and the Owner thereof shall be a fraction, the numerator of which shall be (1) and the denominator of which shall be the total number of Residential Units in the Welleby Community (1/Total number of Residential Units).

B. Regular Assessments. The Management Association

shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expense of managing the Management Association and maintaining all the Common Areas of Welleby for the forthcoming year. In the event the Management Association fails in any instance to prepare said annual budget, then the owners shall pay assessments based on the budget for the preceding year, until such time as said new budget has been prepared.

C. Special Assessments. The Management Association

shall levy special assessments to cover any additional management and maintenance costs (exclusive of permanent improvements having a cost in excess of \$100,000.00) for which the regular assessments have been insufficient. Special assessments for additional permanent improvements to Common Areas having a cost of \$100,000.00 may be made by the Management Association only with the consent of two-thirds (2/3) of the total ownership interests of Welleby Residential Units.

D. Assessments for Maintenance of Residential Units.

Each owner of a Residential Unit is required to maintain his property, whether improved or unimproved in a state of good repair at

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all times, which shall include, but shall not be limited to, the periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in any orderly and uncluttered condition. In the event of the failure of any owner or owners of Residential Units to maintain their property as required herein, then the Management Association, after first giving thirty (30) days notice to such owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions and the owners of said property shall be assessed for the expense of same. Assessments may also be levied against any Residential Unit for any damage to Common Areas which may be caused by the owners of such Residential Units, their lessees, guests or invitees.

E. Payment and Default. Regular assessments shall be made on a semi-annual basis, quarterly or monthly basis, or such other periodic basis as may be established by the Management Association and shall be due and payable in advance on the first day of each month of each semi-annual period of each year. The Management Association reserves the right to make the regular assessment period shorter. Special assessments and assessments for maintenance of Residential Units shall be due and payable upon the mailing of notice of same to the owners of Residential Units at the last address furnished by the owners to the Management Association. All assessments shall be collected by and made payable to the Management Association. At the option of the Management Association, all assessments more than fifteen (15) days past due shall bear interest at the highest legal rate per annum from the due date thereof until paid. Joint owners of Residential Units shall be severally and jointly liable for the full amount of all assessments chargeable against said Residential Units.

In the event an assessment is not paid within fifteen (15) days of the date that payment of same is due, then the Management Association shall send notice of default to such delinquent owner by personal delivery, or by registered mail, return

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receipt requested, addressed to the said delinquent owner at the last address furnished by said owner to the Management Association. In the event such default continues for an additional thirty (30) days after delivery or mailing of said default notice, then, without further notice or demand, the Management Association may take such action as it deems necessary to collect the past due sums and/or to foreclose the lien on the Residential Unit of said delinquent owner, all as hereinafter provided.

F. Lien for Assessments. The Management Association shall have an inchoate lien for the purpose of securing the payment of all expenses of managing, operating and maintaining all areas of Welleby which are for the common use and enjoyment of all owners of Residential Units or interests therein, all as hereinabove provided, and which shall also include all costs, expenses, damages and attorneys' fees which may be incurred or sustained by the Management Association in the collection of such assessments and enforcement of this lien, whether by foreclosure or a suit in law, and for the purpose of securing the performance by each and every owner of a Residential Unit or interest therein of all of the covenants, conditions and obligations of this Declaration of Protective Covenants, and the Declaration of Protective Covenants of other Welleby Units, if any. The Management Association's lien shall be an encumbrance against each Residential Unit of a defaulting owner and against all easements, rights and interests which are appurtenant to such Residential Unit; provided, however, that as to a Residential Unit which is located in a rental apartment building or rental apartment complex, the lien of the Management Association shall be an encumbrance against the entire platted lot or parcel, or part thereof, upon which such apartment building or complex has been constructed, all improvements located thereon and all easements, rights and interests which are appurtenant to such rental apartment building or complex, and the Residential Units comprising same. The lien of the Management Association shall be effective when an assessment has been unpaid for five (5) days after the Management Association has given written notice as provided herein that such assessment is past due. All

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owners and transferees shall be jointly and severally liable for the payment of assessments. Except as hereinafter provided, no claim of lien shall be recorded until an assessment has been unpaid for five (5) days after the Management Association has given notice as provided herein that such assessment is past due. The said lien of the Management Association shall have first priority over homestead rights and the acceptance of a deed shall evidence a grantee(s) consent to such priority and over all liens of every nature regardless of the time of recordation of same, except the lien of a first mortgage given to an Institutional Lender (hereinafter referred to as an "institutional Mortgage") recorded prior to the recording of a claim of lien for assessments in the Public Records of Broward County, Florida. Specifically, the Management Association's lien for assessments for the maintenance, operation and management of all Common Areas of Welleby shall be superior to the lien for assessments of any condominium association in Welleby.

The Management Association's lien may be foreclosed in a like manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for any unpaid assessments may be maintained without waiving the lien securing the payment thereof. In the event of a foreclosure of the assessment lien, the Management Association shall be entitled to bid at the foreclosure sale, and to become the owner of the Residential Unit being foreclosed. In the event the Management Association becomes the owner of a Residential Unit as a result of the foreclosure of such lien, or otherwise by virtue of default, the Management Association may sell or lease same upon such terms and conditions as it deems appropriate. In the event of such sale by the Management Association, the proceeds realized therefrom, together with any proceeds realized in an interim leasing or renting of said Residential Unit shall be applied first in payment of all past due assessments and obligations charged against the same, and then in payment of any and all costs, expenses, commissions and/or fees incurred in recovering or obtaining possession of said Residential Unit in the same or leasing of same, in maintaining same, and/or in repairing

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or redecorating improvements located thereon or therein. After payment of the foregoing, any remaining sums shall be paid over and delivered to the defaulting owner of said Residential Unit. In the event of foreclosure of an assessment lien, the owner of the Residential Unit being foreclosed shall pay a reasonable rental to the Management Association for the same during the existence of the foreclosure proceedings, and the Management Association shall be entitled to the appointment of a receiver by the Court having jurisdiction of said proceedings.

The lien for assessments shall survive all foreclosure proceedings except for foreclosure of a prior Institutional Mortgage and all transfers of whatever nature, and the transferee of the property foreclosed, upon acquisition of such interest, shall be liable for all past due and continuing assessments charged against the same. The Management Association shall furnish a written statement showing the status of assessments chargeable against any Residential Unit upon written request of any person intending to purchase, encumber or otherwise acquire an interest in same, and any such statement signed by an officer of the Management Association and bearing the seal of the Management Association shall be conclusive and binding upon the Management Association.

ARTICLE EIGHT

INSURANCE

There shall be maintained in effect at all times, on all Common Areas in Walleby, public liability insurance having minimum limits of \$2,500,000.00 for bodily injury either to one person or to multiple persons injured as a result of common accident, \$100,000.00 for damage to property and workmen's compensation where required. Such policy or policies shall provide coverage for claims of third persons against the Developer, all Walleby Developers, and the Management Association, and their respective agents, officers and directors. Such insurance shall also provide for claims of third persons against the Management Association and its members, and for each individual member against the Management Association and all members.

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There shall also be maintained in full force and effect, at all times, hazard insurance naming the Management Association as the insured, providing coverage against fire, windstorm, other perils and such other loss as is deemed advisable, in an amount equal to the full replacement value of all insurable improvements and tangible personal property located in, on and about said Common Areas. There shall be maintained "directors liability insurance".

The premiums for said public liability and hazard insurance shall be paid by the Management Association and charged to the owners of Residential Units as part of the total annual assessments in the manner hereinbefore provided.

ARTICLE NINE

DAMAGE OR DESTRUCTION

In case of damage or destruction of any improvements located on, in or about the Common Areas, the Management Association shall determine the extent of the loss due to the casualty, shall promptly notify the insurance carrier of the loss, and shall negotiate for the payment and disbursements of all insurance proceeds that may be payable as a result of such casualty. If the cost of repairs or reconstruction of the damaged or destroyed premises exceeds the amount of insurance funds available, then the Management Association shall levy a special assessment against the owners of all Residential Units in order to obtain the balance of the total funds required for such repairs or reconstruction. The assessments shall be levied and collected as in the case of other assessments, and the funds collected shall be deposited with the Association in a special fund for reconstruction.

ARTICLE TEN

BUILDING PLANS APPROVAL

For the purpose of further insuring development of Welleby as a desirable residential community of the highest standard, the Management Association reserves the right and authority to control the type, nature and design of all buildings, structures and other improvements constructed in Welleby. Each owner of a platted lot or parcel in Welleby, or interest therein, covenants

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and agrees that no building, wall, cabana, swimming pool, aerial, antenna (including TV ANTENNA), air conditioning or heating unit, or other structure of whatever nature shall be placed upon such property unless and until plans and specifications therefore have been approved in writing by the Management Association. Each such building, wall or other structure, shall be placed on the premises only in accordance with the plans and specifications so approved. Approval may be refused on any ground, including purely seasthetic grounds, all in the sound and reasonable discretion of the Management Association. No alteration in the exterior appearance of any such building, wall, etc., or other structure shall be made without similar approval.

In the event the Management Association fails to approve or disapprove the plans or specifications submitted to it by the owner of a platted lot or parcel in Welleby, or interest therein, within 30 days after written request for same, then such approval shall be deemed given; provided, however, that no building or other structure which violates any of the covenants and restrictions herein contained shall be erected or be allowed to remain as part of the platted lot or parcel.

Notwithstanding anything said above, the approval of the Management Association shall not be required for any building, structure or other improvement constructed by Developer or any Welleby Developer.

ARTICLE ELEVEN

BOUNDARY WALLS

Walls, fences, hedges, and other types of permanent boundary structures shall be limited to a height of six (6) feet above the normal surface of the ground between the projection of the front edge of the main residential building thereof and rear boundary of each platted lot or parcel, and across the rear boundary thereof. Fences shall be of a type approved by the Management Association. Notwithstanding any of the foregoing, no fencing shall be permitted on that portion of a platted lot or parcel between the projection of the front edge of the main residential

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building thereon and the front boundary thereof unless approved in writing by the Management Association.

ARTICLE TWELVE

RESTRICTED USE OF BOATS AND BOATING

No powerboat shall be permitted within any lake or waterway within the Welleby Community. No permitted vessel or boat shall be anchored or moored offshore or onshore except at a dock facility approved by the Developer in any of the lakes or waterways of or onshore adjacent to Welleby. No boat canal shall be dug or excavated in any platted lot or parcel without the written approval of the Management Association. The Management Association shall have the right to regulate the type and size of permitted boats or vessels which may be used on the waterways or lakes in the Welleby Community. The Management Association shall have the right, power and authority to regulate and control traffic in and use of the lakes and waterways of Welleby in such manner as the Management Association deems in the best interest of all Welleby residents.

ARTICLE THIRTEEN

RESUBDIVIDING OF RESIDENTIAL UNITS RESTRICTED FOR
USE FOR ONE SINGLE-FAMILY DWELLING

No Residential Unit intended for use as a single-family dwelling by the Plat of this Welleby Unit shall be resubdivided or replatted in a manner which would cause an increase in the number of Residential Units as shown on the present Welleby Unit Plat. This shall not prohibit the combination of two or more contiguous Residential Units into one single-family dwelling unit in a manner which would decrease the aggregate number of Residential Units set forth on the Plat of this Welleby Unit; provided, however, that no such combination shall cause the waterway frontage and street frontage dimensions of any applicable combined Residential Unit to be less than the dimensions of the smallest Residential Unit in the group of Residential Units contiguous to the applicable combined Residential Unit, and provided, further, that no such combination shall cause the length of any combined Residential Unit, from the applicable frontage street to the rear lot line or water-

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way, to be less than the length of the applicable Residential Units which are being combined.

ARTICLE FOURTEEN

FILLING IN

No platted lot or parcel may be increased in size by filling in the waterways on which it abuts, except by the Developer or by the Management Association with the approval of the Developer.

ARTICLE FIFTEEN

GARBAGE DISPOSAL AND CLOTHES LINES

The owners of each Residential Unit not a part of a condominium shall provide sanitary disposal for all garbage and rubbish, which disposal shall be regulated by the Management Association. Garbage and rubbish shall, at all times, be concealed from view from the access ways, lakes and waterways and from adjacent Residential Units. In the case of a condominium, the applicable condominium association shall provide for screening and disposal of garbage and rubbish as provided above and as provided in the applicable Declaration of Condominium.

Clothes lines shall be located entirely within a landscaped screen concealing the same from view from the access ways, lakes and waterways and from adjacent Residential Units.

ARTICLE SIXTEEN

NUISANCES

Nothing shall be done by owners of or residents on property in Welleby which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, goats, swine, poultry, fowl, animal or vicious animals shall be kept on any portion of Welleby. No sign of any character shall be displayed or placed upon any platted lot or parcel in Welleby, including "For Rent" or "For Sale" signs, except upon the written approval of the Management Association, and except for those deemed necessary by the Developer or by another Welleby Developer in the construction and development of Welleby. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on in or upon any Residential Unit or any part thereof.

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except such as is deemed necessary in the development of Welleby. No trash shall be allowed to accumulate so as to be a detriment to Welleby or a fire hazard.

In the event any owners of a platted lot or parcel or interest therein shall fail and refuse to keep such property free of weeds, underbrush or refuse, or other unsightly brush or objects, then the Management Association is authorized to enter upon the property and remove the same and said owners shall jointly and severally be liable to the Management Association for the cost and expense of such removal for which the Management Association shall have a lien (as provided in ARTICLE SEVEN) against the Residential Units of those owners. The use of any carport, driveway, parking area or Open Land Area located in Welleby as a habitual parking place for any boat, recreational vehicle (other than a van not having a commercial symbols or signs) or commercial vehicle is prohibited, except as to those vehicles necessary in the development, maintenance and management of Welleby; provided, however, the Developer in its sole discretion may set aside certain areas within Welleby for said boats and recreational vehicles. The term "recreational vehicle" shall include all campers, motor homes, trailers, boat trailers, and vans having commercial symbols or signs. The term "commercial vehicle" shall include trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a violation of the nuisance restrictions of this Declaration.

The Management Association shall have the sole and absolute power and authority in its discretion to determine the existence or non-existence of a nuisance under this provision of the Declaration of Protective Covenants, and the determination by the Management Association shall not be limited to those nuisances defined herein, but shall include any act, omission or condition which, in the opinion of the Management Association, detracts from or interferes with the use and enjoyment intended to be preserved by this instrument for all Welleby residents.

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Owners of Residential Units or interests therein, shall neither make, nor permit by their guests or invitees, or persons holding by, through or under said owners, any improper, offensive or unlawful use of any property comprising Welleby, nor any use which may be injurious to the reputation of the Welleby Community.

Owners of Residential Units in Welleby, or interests therein, shall keep and maintain the same in good condition and repair, neat, orderly and if applicable, with the landscaping well groomed at all times. The interior and exterior of any building comprising part of a Residential Unit or consisting of multiple Residential Units in Welleby shall be kept and maintained in good condition and repair at all times, and the exterior specifically shall be painted, or the exterior surfaces appropriately otherwise treated, at frequent intervals as required by the Management Association. All such exterior surfaces and the painting or other treatment thereof, shall be subject to the approval of the Management Association as to materials, colors and applications thereof so as to be compatible with other Residential Units in Welleby, and for the purpose of maintaining the high standards of the community.

Each owner of a Residential Unit shall be liable for any and all damage to any property in Welleby which shall be caused by the negligence of such owner, his lessees, tenants, guests or invitees, or guests or invitees of lessees or tenants, and to the extent that such damage is not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments as herein provided. Each owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his property interest.

Walks, drives or access ways, and other areas over which Welleby residents have been granted an easement, recreation areas and other common areas, shall not be obstructed, littered, defaced, or misused in any manner.

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ARTICLE SEVENTEEN

ADDITIONAL RESTRICTIONS

Developer or Welleby Developer may include in any contract or deed hereafter made, any additional covenants not less restrictive than those herein contained. The Management Association may promulgate from time to time such reasonable rules and regulations governing the use and enjoyment of all of Welleby as it deems necessary or desirable, including rules and regulations which may, in the interests of safety or other best interest of Welleby residents, prohibit or limit the use of certain facilities and/or properties which have otherwise been provided for the general use and enjoyment of residents of Welleby by other documents appertaining thereto, all of which rules and regulations shall have the same binding effect as if set out in full in this Declaration. In no event may any rules and regulations be promulgated which would in any way affect adversely the interest of the owners and holders of institutional mortgages encumbering any real property or interest therein of Welleby, without the written consent of each such mortgage.

Future Welleby Declarations of Protective Covenants shall be in substantially the same form as this Declaration.

ARTICLE EIGHTEEN

REMEDIES FOR VIOLATION

For violation or breach of any of these restrictions or covenants by any person having a fee simple interest in a Residential Unit in Welleby by, through or under the Developer or any other Welleby Developer, or by virtue of any judicial proceedings, the Management Association shall have the right to bring suit, either at law or in equity, in a Court of competent jurisdiction, to compel compliance with the terms hereof or to prevent violation or breach of any of them. In addition, the Management Association shall have the power and authority to enter upon the property of any owner of any fee simple interest in a Residential Unit of Welleby where such violation exists and summarily abate and remove the same at the expense of the owner thereof, and such entry, abatement and removal shall not be deemed to trespass. Further, in instances where property is not

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maintained in good condition and repair as described herein, the Management Association may enter upon such property and perform such work as the Management Association, in its sole discretion, deems necessary to insure the continuance of Welleby as a residential community of the highest standard. Any expense incurred by the Management Association in abating, removing, repairing or maintaining property, including costs and expenses of collection and enforcement, including a reasonable attorney's fee, shall be secured by the lien of the Management Association as provided in ARTICLE SEVEN and may be foreclosed in the same manner as any lien, mortgage or other encumbrance.

ARTICLE NINETEEN

AMENDMENTS

This Declaration and the Exhibits thereto may be amended by a majority vote of the directors of the Management Association at any time up to January 1, 1983; thereafter, this Declaration may be amended by the Management Association by a majority vote of the members of the Management Association, in accordance with the voting provisions of the By-Laws of the Management Association. In no event may any amendments to this Declaration of Protective Covenants be made which would alter the proportionate share of the owners of each Residential Unit for the expense of operating, managing and maintaining the Welleby Common Areas, or which would change the vote allocated to an owner of a Residential Unit except with the written approval of all owners of all Residential Units. In no event may any amendments to this Declaration be made which would in any way affect adversely the interests of the owners and holders of Institutional Mortgages encumbering the Property or any interest therein, without the written consent of the owners and holders of two-thirds of such Institutional Mortgages. Any amendments shall be evidenced by documents executed by the authorized officers of said Management Association and recorded in the Public Records of Broward County, Florida.

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ARTICLE TWENTY

INVALIDITY

If any right of the Management Association granted hereunder is judicially determined to be invalid or unenforceable, such determination shall not adversely affect any other right herein granted to the Management Association.

ARTICLE TWENTY-ONE

COVENANTS RUNNING WITH THE LAND - DURATION

The foregoing restrictions, covenants, burdens and servitudes shall run with the land and except as otherwise specifically provided, shall remain in full force and effect for a period of forty (40) years at which time they shall be extended automatically for successive periods of ten (10) years each, unless by vote of the owners of a majority of the Residential Units of Welleby the same are terminated.

ARTICLE TWENTY-TWO

MISCELLANEOUS

Whenever the word "Owner" is used in the singular, it shall nevertheless, when applicable, refer to all owners of the interest to which reference is made, or to the neuter gender if the "Owner" is a corporation.

Whenever reference is made to this Declaration of Protective Covenants, other Welleby Declarations of Protective Covenants, the Certificate of incorporation, By-Laws and Rules and Regulations of the Management Association, or any other documents pertaining to Welleby, such reference shall include any and all Amendments and supplements thereto.

ARTICLE TWENTY-THREE

LANDS EXCLUDED FROM AMENDMENT

This amendment shall not effect or reimpose restrictive covenants on those lands described in Exhibit B attached which are part of Parcel A of Welleby Unit 13, Plat Book 109, Page 40, of the Public Records of Broward County, Florida.

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IN WITNESS WHEREOF, Developer has caused these presents to be executed this 10 day of July, 1987.

Witness:
Mary E. Wilson
Michelle Jones

WELLEY MANAGEMENT ASSOCIATION
INCORPORATED
By [Signature]
President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of July, 1987 by Steven W. Effman the President of WELLEY MANAGEMENT ASSOCIATION INCORPORATED, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 16, 1990
DOPPED THRU CLERICAL JCS. UHO.

BK14624 (6) 057

[Handwritten mark]

LAND DESCRIPTION

A PORTION OF PARCEL "A", "WELLEBY UNIT THIRTEEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, AT PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A" AND RUN SOUTH 76° 00' 00" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL "A" (ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD), A DISTANCE OF 581.91 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 10° 34' 35" WEST ALONG THE EAST BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 169.17 FEET; THENCE NORTH 16° 54' 42" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 52.69 FEET; THENCE NORTH 01° 26' 34" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 400.00 FEET; THENCE NORTH 08° 40' 41" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 56.36 FEET; THENCE NORTH 04° 30' 00" EAST ALONG SAID BOUNDARY LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 25° 15' 00" FOR AN ARC DISTANCE OF 70.51 FEET TO A POINT OF TANGENCY; THENCE NORTH 20° 45' 00" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 187.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 10.69 FEET, A CENTRAL ANGLE OF 68° 03' 59", FOR AN ARC DISTANCE OF 12.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 88° 48' 59" WEST, A DISTANCE OF 136.08 FEET ALONG SAID BOUNDARY LINE; THENCE SOUTH 01° 11' 01" WEST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 88° 48' 59" EAST, A DISTANCE OF 70.97 FEET; THENCE SOUTH 20° 45' 00" EAST, A DISTANCE OF 137.48 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 10.24 FEET; THENCE SOUTH 01° 26' 34" EAST, A DISTANCE OF 15.22 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 47.95 FEET; THENCE NORTH 76° 00' 00" WEST, A DISTANCE OF 65.08 FEET; THENCE SOUTH 14° 00' 00" WEST, A DISTANCE OF 17.98 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 67.68 FEET; THENCE NORTH 76° 00' 00" WEST, A DISTANCE OF 109.44 FEET; THENCE SOUTH 14° 00' 00" WEST, A DISTANCE OF 52.93 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 99.21 FEET TO A POINT ON THE MOST EASTERLY WEST BOUNDARY LINE OF SAID PARCEL "A"; THENCE, ALONG SAID LINE, SOUTH 01° 26' 34" EAST, A DISTANCE OF 593.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 9.118 ACRES (397,212 SQUARE FEET) MORE OR LESS.

PREPARED BY WALTER D. DENUTTIU & ASSOCIATES, INC.
JDE/CEK
0012/0108-01.
11-03-86

0012/0108-01

LAND DESCRIPTION

PARCEL "BB" AND PARCEL "DD"

PROPERTY EXCHANGE FROM LEW LAUTIN TO HEALTHQUEST

A PORTION OF PARCEL "A", "WELLEBY UNIT THIRTEEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, AT PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "DD"

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF PARCEL "A", "WELLEBY UNIT THIRTEEN"; THENCE ALONG THE MOST EASTERLY WEST BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 593.44 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL "DD"; THENCE CONTINUE ALONG SAID BOUNDARY AND THE EXTENSION THEREOF NORTH 01° 26' 34" WEST, A DISTANCE OF 17.79 FEET; THENCE SOUTH 88° 48' 59" EAST, A DISTANCE OF 97.04 FEET; THENCE NORTH 33° 11' 20" EAST, A DISTANCE OF 17.47 FEET TO A POINT THE DEEDED BOUNDARY LINE (HEREINAFTER REFERRED TO AS REFERENCE POINT "D"), AS DESCRIBED IN D.R. BOOK 1170B, PAGE 796, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG SAID BOUNDARY LINE SOUTH 14° 00' 00" WEST, A DISTANCE OF 28.75 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE SOUTH 88° 33' 26" WEST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "BB"

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "D"; THENCE ALONG THE AFOREMENTIONED DEEDED BOUNDARY LINE NORTH 14° 00' 00" EAST, A DISTANCE OF 24.18 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE SOUTH 72° 00' 00" EAST, A DISTANCE OF 8.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL "BB"; THENCE NORTH 33° 11' 20" EAST, A DISTANCE OF 3.07 FEET; THENCE SOUTH 88° 48' 59" EAST, A DISTANCE OF 113.31 FEET; THENCE NORTH 01° 11' 01" EAST, A DISTANCE OF 10.24 FEET; THENCE NORTH 66° 14' 16" EAST, A DISTANCE OF 96.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 22.33 FEET, A CENTRAL ANGLE OF 65° 03' 15", AN ARC DISTANCE OF 25.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 01° 11' 01" EAST, A DISTANCE OF 24.33 FEET; THENCE SOUTH 88° 48' 59" EAST, A DISTANCE OF 41.13 FEET TO A POINT ON THE AFOREMENTIONED DEEDED BOUNDARY LINE; THENCE SOUTH 20° 45' 00" EAST, A DISTANCE OF 106.22 FEET; THENCE SOUTH 80° 33' 26" WEST, A DISTANCE OF 16.59 FEET; THENCE SOUTH 01° 26' 34" EAST, A DISTANCE OF 15.22 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 47.95 FEET; THENCE NORTH 76° 00' 00" WEST, A DISTANCE OF 65.08 FEET; THENCE SOUTH 26° 00' 00" WEST, A DISTANCE OF 17.98 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 67.68 FEET; THENCE NORTH 76° 00' 00"

BK 14624 PG 0149

WEST, A DISTANCE OF 101.02 FEET TO THE POINT OF BEGINNING (THE
LAST EIGHT COURSES BEING ALONG AND COINCIDENT WITH THE
AFOREMENTIONED DEEDED BOUNDARY LINE).

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD
COUNTY, FLORIDA, AND CONTAINING 0.369 ACRES (16082.2 SQUARE
FEET) MORE OR LESS.

BK 14624 PG 0150

PREPARED BY RALPH D. DENUZZIO & ASSOCIATES, INC.
SF:
10-14-86
86375/86375-BB

EXHIBIT "B"

LAND DESCRIPTION

A PORTION OF PARCEL "A", "WELLEY UNIT THIRTEEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, AT PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A" AND RUN SOUTH 76° 00' 00" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL "A" (ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD), A DISTANCE OF 581.91 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 10° 34' 35" WEST ALONG THE EAST BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 169.17 FEET; THENCE NORTH 16° 54' 42" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 52.69 FEET; THENCE NORTH 01° 26' 34" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 400.00 FEET; THENCE NORTH 08° 40' 41" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 56.36 FEET; THENCE NORTH 04° 30' 00" EAST ALONG SAID BOUNDARY LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 25° 15' 00" FOR AN ARC DISTANCE OF 70.51 FEET TO A POINT OF TANGENCY; THENCE NORTH 20° 45' 00" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 187.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 10.69 FEET, A CENTRAL ANGLE OF 68° 03' 59", FOR AN ARC DISTANCE OF 12.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 88° 48' 59" WEST, A DISTANCE OF 136.08 FEET ALONG SAID BOUNDARY LINE; THENCE SOUTH 01° 11' 01" WEST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 88° 48' 59" EAST, A DISTANCE OF 70.97 FEET; THENCE SOUTH 20° 45' 00" EAST, A DISTANCE OF 137.48 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 16.59 FEET; THENCE SOUTH 01° 26' 34" EAST, A DISTANCE OF 15.22 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 47.95 FEET; THENCE NORTH 76° 00' 00" WEST, A DISTANCE OF 65.08 FEET; THENCE SOUTH 14° 00' 00" WEST, A DISTANCE OF 17.98 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 76° 00' 00" WEST, A DISTANCE OF 109.44 FEET; THENCE SOUTH 14° 00' 00" WEST, A DISTANCE OF 52.95 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 99.21 FEET TO A POINT ON THE MOST EASTERLY WEST BOUNDARY LINE OF SAID PARCEL "A"; THENCE, ALONG SAID LINE, SOUTH 01° 26' 34" EAST, A DISTANCE OF 593.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 9.118 ACRES (397,212 SQUARE FEET) MORE OR LESS.

PREPARED BY RALPH D. DENUTIO & ASSOCIATES, INC.
JCE:GCR
0012/0128-01
11-01-86

BK14624PC0051

LAND DESCRIPTION

PARCEL "BB" AND PARCEL "DD"

PROPERTY EXCHANGE FROM LEW LAUTIN TO HEALTHQUEST

A PORTION OF PARCEL "A", "WELLEBY UNIT THIRTEEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, AT PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "DD"

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF PARCEL "A", "WELLEBY UNIT THIRTEEN"; THENCE ALONG THE MOST EASTERLY WEST BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 593.44 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL "DD"; THENCE CONTINUE ALONG SAID BOUNDARY AND THE EXTENSION THEREOF NORTH 01° 26' 34" WEST, A DISTANCE OF 17.79 FEET; THENCE SOUTH 88° 48' 59" EAST, A DISTANCE OF 97.04 FEET; THENCE NORTH 33° 11' 20" EAST, A DISTANCE OF 17.47 FEET TO A POINT THE DEEDED BOUNDARY LINE (HEREINAFTER REFERRED TO AS REFERENCE POINT "D"), AS DESCRIBED IN D.R. BOOK 11708, PAGE 796, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG SAID BOUNDARY LINE SOUTH 14° 00' 00" WEST, A DISTANCE OF 28.75 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE SOUTH 88° 33' 26" WEST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "BB"

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "D"; THENCE ALONG THE AFOREMENTIONED DEEDED BOUNDARY LINE NORTH 14° 00' 00" EAST, A DISTANCE OF 24.18 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE SOUTH 76° 00' 00" EAST, A DISTANCE OF 8.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL "BB"; THENCE NORTH 33° 11' 20" EAST, A DISTANCE OF 6.07 FEET; THENCE SOUTH 88° 48' 59" EAST, A DISTANCE OF 17.79 FEET; THENCE NORTH 01° 26' 34" EAST, A DISTANCE OF 10.24 FEET; THENCE NORTH 66° 14' 16" EAST, A DISTANCE OF 96.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 22.33 FEET, A CENTRAL ANGLE OF 65° 03' 15", AN ARC DISTANCE OF 25.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 01° 21' 01" EAST, A DISTANCE OF 24.33 FEET; THENCE SOUTH 88° 48' 59" EAST, A DISTANCE OF 41.13 FEET TO A POINT ON THE AFOREMENTIONED DEEDED BOUNDARY LINE; THENCE SOUTH 20° 45' 00" EAST, A DISTANCE OF 106.22 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 16.59 FEET; THENCE SOUTH 01° 26' 34" EAST, A DISTANCE OF 15.22 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 47.95 FEET; THENCE NORTH 76° 00' 00" WEST, A DISTANCE OF 65.08 FEET; THENCE SOUTH 14° 00' 00" WEST, A DISTANCE OF 17.98 FEET; THENCE SOUTH 88° 33' 26" WEST, A DISTANCE OF 67.60 FEET; THENCE NORTH 76° 00' 00"

BK 14624 PC 052

WEST, A DISTANCE OF 101.02 FEET TO THE POINT OF BEGINNING (THE
LAST EIGHT COURSES BEING ALONG AND COINCIDENT WITH THE
AFOREMENTIONED DEEDED BOUNDARY LINE).

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD
COUNTY, FLORIDA, AND CONTAINING 0.369 ACRES (16082.2 SQUARE
FEET) MORE OR LESS.

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

BK 14624 PG 0053

PREPARED BY RALPH D. DENUZZIO & ASSOCIATES, INC.
BN
10-14-B6
B6375/B6375-BB

EXHIBIT "C" to Notice of Amendment

92275681

This instrument prepared by:
John E. Stephens, Jr.
GUSTAFSON, STEPHENS, FERRIS,
FORMAN & KNIGHT, P.A.
540 Northeast 4th Street
Fort Lauderdale, FL 33301

DESIGNATION OF WELLEBY COMMON AREAS

COMES NOW, THE WILLIAM LYON COMPANY, a California corporation successor in interest to Millstream Corporation, and successor by merger to Sunrise Properties, Inc., a Florida corp (hereinafter "Developer") and makes this designation regarding the Common Areas in Welleby, dated as of this 12th day of February, 1992.

92 JUN 25 PM 4:11

WITNESSETH:

WHEREAS, Welleby is an exclusive residential community located on lands in Section 19 and 20, Township 49 South, Range 41 East in Broward County, Florida, more particularly described as follows:

- | | |
|---|---|
| Gates of Welleby
Plat Book 81, Page 43 | Welleby Unit 6
Plat Book 109, Page 37 |
| Welleby Unit 1
Plat Book 79, Page 24 | Welleby Unit 7
Plat Book 109, Page 38 |
| Welleby Unit 2
Plat Book 79, Page 27 | Welleby Unit 8
Plat Book 97, Page 37 |
| Welleby Unit 3
Plat Book 79, Page 28 | Welleby Unit 9
Plat Book 95, Page 4 |
| Welleby Unit 4
Plat Book 80, Page 1 | Welleby Unit 10
Plat Book 103, Page 47 |
| Welleby Unit 5
Plat Book 109, Page 36 | Welleby Unit 12
Plat Book 109, Page 39 |
| Hills of Welleby Unit 14
Plat Book 109, Page 41 | Welleby Unit 13
Plat Book 109, Page 40 |
| Welleby Unit 100, as described
in Declaration of Protective
Covenants (as amended),
recorded in O. R. Book 5478,
Page 882, dated September 28,
1973, recorded October 10, 1973 | Welleby N.W. Quadrant
Plat Book 110, Page 48 |
| Joshlee Subdivision
Plat book 101, Page 33 | Welleby S.W. Quadrant
Plat Book 126, Page 28 |

BK 19621PG0628

and;

THE William Lyon Co.
500 E. Broward Blvd, Suite 1550
Ft. Lauderdale, FL 33394-3078

299A

WHEREAS, certain areas as more fully described herein have been designated upon lands within Welleby as Common Areas as defined in the Declaration of Protective Covenants for Welleby; and

WHEREAS, Developer has the right pursuant to applicable, recorded Declaration of Protective Covenants for Welleby to designate Welleby Common Areas.

NOW THEREFORE, the Developer hereby designates the following areas within Welleby, as depicted in the attached Exhibit "A", as Welleby Common Areas.

This Designation is made as a purely ministerial task authorized to be performed by Developer as contemplated by the Declaration of Protective Covenants.

No warranty, representation or statement is made or implied in, or by, this Designation regarding the use, fitness, or compliance of the Welleby Common Areas to any standards of quality or integrity that may have been, or become, applicable to said Common Areas or their design, construction or maintenance.

IN WITNESS WHEREOF, The William Lyon Company has signed and sealed this Designation the day and year first above written.

Signed, sealed and delivered
in the presence of:

Barbara J. Staples
Barbara J. Staples
Nicki J. Baca
Nicki J. Baca

THE WILLIAM LYON COMPANY,
a California corporation

By: Dwight W. Jundt
Dwight W. Jundt,
Senior Vice President

(Corporate Seal)

OK 19621PC0629

LEGAL DESCRIPTION
EXHIBIT "A" TO
DESIGNATION OF WELLEBY COMMON AREAS

1. Parcel "A" of GATES OF WELLEBY, according to the Plat thereof, as recorded in Plat Book 81, Page 43, Public Records of Broward County, Florida.
2. Parcel "B" of GATES OF WELLEBY, according to the Plat thereof, as recorded in Plat Book 81, Page 43, Public Records of Broward County, Florida.
3. That certain Parcel in WELLEBY UNIT SEVEN, according to the Plat thereof, as recorded in Plat Book 109, Page 38, Public Records of Broward County, Florida, lying Northeasterly of the right-of-way lines of Northwest 94th Avenue and Northwest 42nd Street, as shown on the Sketch and Description attached hereto as attachment "A-1" to this Exhibit.
4. A portion of Tract 16, in the Northwest one-quarter of Section 20, township 49 South, Range 41 East of "CHAMBERS LAND COMPANY SUBDIVISION", according to the Plat recorded in Plat Book 1, Page 5A, Public Records of Broward County, Florida, being a portion of Parcel 8 and Parcel 35 of "WELLEBY N.W. QUADRANT", according to the Plat recorded in Plat Book 110, Page 48, Public Records of Broward County, Florida more particularly described on the Sketch and Description attached hereto as attachment "A-2" to this Exhibit.
5. A portion of Tracts 19 and 20 in the Northwest one-quarter of Section 20, Township 49 South, Range 41 East, of "CHAMBERS LAND COMPANY SUBDIVISION", according to the Plat recorded in Plat Book 1, Page 5A, Public Records of Broward County, Florida, being a portion of Parcel 13B and Parcel 35 of "WELLEBY N.W. QUADRANT", according to the Plat recorded in Plat Book 110, Page 48, Public Records of Broward County, Florida more particularly described on the Sketch and Description attached hereto hereto as attachment "A-3" to this Exhibit.

BK 19621PG0631

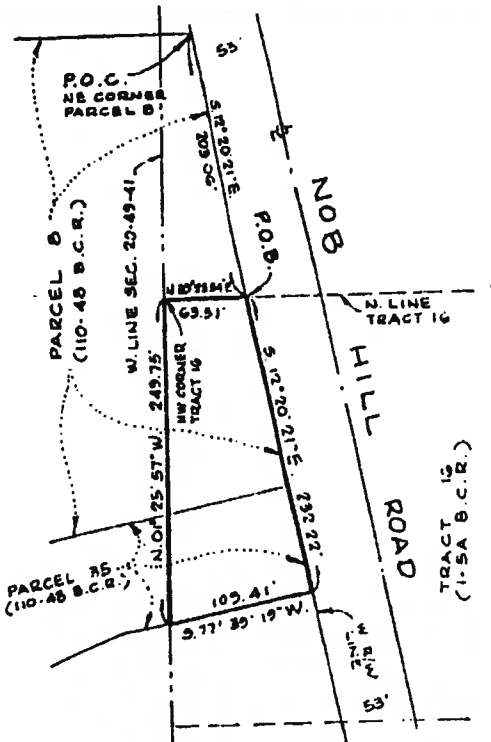
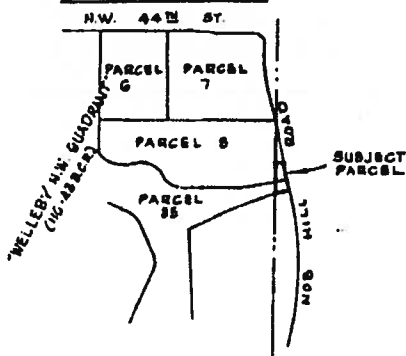
**SKETCH & DESCRIPTION FOR
THE WILLIAM LYON COMPANY**

DESCRIPTION: A portion of Tract 16 in the Northwest one-quarter (NW 1/4) of Section 20, Township 49 South, Range 41 East of "CHAMBERS LAND COMPANY SUBDIVISION", according to the Plat thereof as recorded in Plat Book 1, Page 5A of the Public Records of Broward County, Florida, being a portion of Parcel 8 and Parcel 35 of "WELLEY N.W. QUADRANT", according to the Plat thereof as recorded in Plat Book 110, Page 48 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Parcel 8; thence on a Grid bearing of South $12^{\circ}20'21''$ East along the East boundary of said Parcel 8 a distance of 203.06 feet to an intersection with the North line of said Tract 16, also being the **POINT OF BEGINNING**; thence continue South $12^{\circ}20'21''$ East along said East boundary and the East boundary of said Parcel 35 (also being the West right-of-way of Nob Hill Road) a distance of 232.22 feet to an angle point in the boundary of said Parcel 35; thence South $77^{\circ}39'19''$ West along said boundary a distance of 109.41 feet to an intersection with the West line of said Section 20 as shown on said "WELLEY N.W. QUADRANT"; thence North $01^{\circ}25'57''$ West along said West line a distance of 249.75 feet to the Northwest corner of said Tract 16; thence North $89^{\circ}28'34''$ East along the North line of said Tract 16 a distance of 63.91 feet to the **POINT OF BEGINNING**.
Said lands situate, lying and being in the City of Sunrise, Broward County, Florida, and containing 20,614 square feet (0.474 acres) more or less.

NOTE: Legibility of writing
typical of this document is satisfactory in
this document when microfilmed.

LOCATION MAP

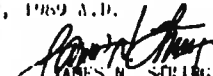


This sketch does not represent a land survey.

CERTIFICATE:

I hereby certify that the sketch and description shown herein meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 21000-b Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated this 4th day of December, 1989 A.D.


JAMES R. STRING
 Professional Land Surveyor
 State of Florida Registration No. 2044
 and valid unless called with an authorized surveyor's seal.
 PREPARED BY: R. P. LEE & ASSOCIATES, INC., Land Surveyors,
 8120 Palmdale Boulevard, Fort Lauderdale, Florida 33324
 "A-2"

BK 19621 PG 0633

SCALE: 1" = 100'

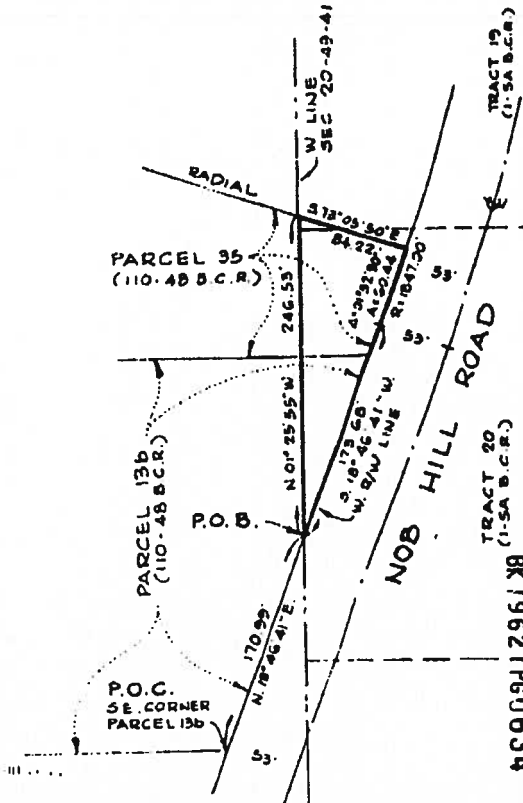
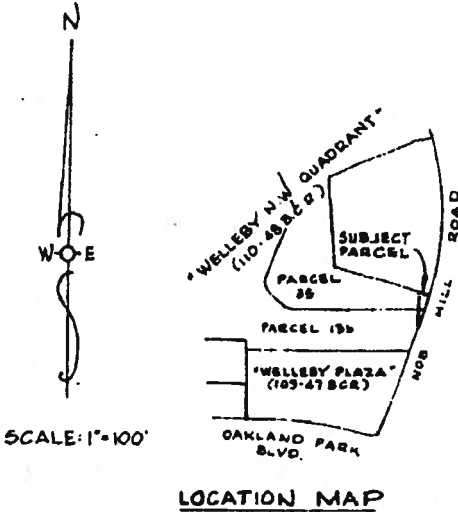
**SKETCH & DESCRIPTION FOR
THE WILLIAM LYON COMPANY**

DESCRIPTION: A portion of Tracts 19 and 20 in the Northwest one-quarter (NW 1/4) of Section 20, Township 49 South, Range 41 East of "CHAMBERS LAND COMPANY SUBDIVISION" according to the Plat thereof as recorded in Plat Book 1, Page 5A of the Public Records of Broward County, Florida, being a portion of Parcel 13b and Parcel 35 of "WELLEY N.W. QUADRANT", according to the Plat thereof as recorded in Plat Book 110, Page 48 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 13b; thence on a fixed bearing of North $18^{\circ}46'41''$ East along the East boundary of said Parcel 13b (also being the West right-of-way line of Nob Hill Road) a distance of 170.99 feet to an intersection with the West line of said Section 20, as shown on said "WELLEY N.W. QUADRANT", and the POINT OF BEGINNING; thence North $01^{\circ}25'35''$ West along said West line a distance of 246.53 feet to an intersection with the boundary of said Parcel 35; thence South $73^{\circ}07'50''$ East along said boundary and radial to the next described curve a distance of 84.22 feet to a point on the arc of an 1847.00 foot radius curve concave to the West; thence Southwesterly along said curve being the East boundary of said Parcel 35 through a central angle of $01^{\circ}22'00''$ an arc distance of 141.54 feet to a point of tangency; thence South $18^{\circ}46'41''$ West along said East boundary and the East boundary of said Parcel 13b a distance of 173.06 feet to the POINT OF BEGINNING.

Said lands situated, lying and being in the City of Sunrise, Broward County, Florida and containing 9,971 square feet (0.228 acres) more or less.

MEMO: Legibility of writing
typing or printing unsatisfactory in
this document when microfilmed



This sketch does not represent a final survey.

CERTIFICATE:

I hereby certify that the sketch and description shown hereon meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 2000-7 Florida Administrative Code, pursuant to Section 402.027, Florida Statute.

Dated this 4th day of December, 1980 A.D.

James A. Primm
 JAMES A. PRIMM
 Professional Land Surveyor
 State of Florida Registration No. 2066
 Not valid unless stated with an official surveyor's seal.
 PREPARED BY: K. P. LUGG & ASSOCIATES, INC., Land Surveyors,
 8120 Canadian in the Sun, P.O. Box 14, Ft. Lauderdale, Florida 33324
 "A-3"

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

3

TO DESIGNATION OF BELLERY COMMON AREAS

162

CERTIFICATE OF RECORDING OF
ARTICLES OF INCORPORATION AND BY-LAWS OF
WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED

WHEREAS, the Declaration of Protective Covenants of Welleby Management was duly recorded in Official Records Book 14624, at Page 0024 of the Public Records of Broward County, Florida; and

WHEREAS, the Welleby Management Association, Incorporated is the entity identified in the said Declaration responsible for the operation and management of the Welleby Management residential community; and

WHEREAS, the Articles of Incorporation and By-Laws of the said Association have not been previously recorded in the Public Records of Broward County, Florida; and

WHEREAS, Section 617.303(1) F.S. required that the Articles of Incorporation and By-Laws of the Association be recorded in the Public Records; and

WHEREAS, the Board of Directors of the Association desires to have the above-mentioned Articles and By-Laws entered of record.

NOW THEREFORE, the undersigned hereby certify that the Articles and By-Laws attached hereto are a true and correct copy of same as of this date.

WITNESS our signatures hereto this 27 day of November, 1995, at Sunrise, Broward County, Florida.

WELLEBY MANAGEMENT ASSOCIATION,
INCORPORATED

By: Mel Edelstein
Mel Edelstein, President

Attest: Gladys Cartas
Gladys Cartas, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of November, 1995, by Mel Edelstein and Gladys Cartas, as President and Secretary of Welleby Management Association, Incorporated, a Florida corporation, on behalf of the corporation. They are personally known to me or have produced personally known as identification and did take an oath.

NOTARY PUBLIC:

sign Barbara E. Waters

print Barbara E. Waters
State of Florida at Large
My Commission Expires:



'OFFICIAL SEAL'
Barbara E. Waters
My Commission Expires 8/7/97
Commission #CC 250740

KAYE & ROGER, P.A.

1500 W. CYPRESS CREEK ROAD
SUITE 207
FT. LAUDERDALE, FL 33309

BR25240PC0118

23

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED, a corporation organized under the laws of the State of Florida, filed on April 16, 1973, as shown by the records of this office.

The document number of this corporation is 726153.

BK26240PC0119

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of October, 1995



CR26022 (1-85)

Sandra B. Northam

Sandra B. Northam
Secretary of State

OK 74240PG0120

CERTIFICATE OF INCORPORATION
OF
WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit under Chapter 617 of Florida Statutes and certify as follows:

ARTICLE I.

The name of this corporation shall be
WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED
which shall herein be referred to as "the Management
Association", or "the Welleby Management Association".

ARTICLE II.

The purpose for which this Management Association is organized is to manage, operate and maintain an exclusive residential community comprised of real property located in Broward County, Florida, and hereafter referred to as the "Welleby Community" or "Welleby" on a non-profit basis for the mutual benefit, enjoyment and advantage of the individual residents thereof; to own and hold fee title to said real property, to hold other interests therein and/or rent portions of same, and to make such improvements, additions and alterations thereto as may be necessary or desirable from time to time; to purchase and own personal property; to acquire for the mutual use, enjoyment and benefit of residents of Welleby leasehold interests in certain areas within the Welleby Community; to assume the authority and responsibility for enforcement of all of the terms, covenants and conditions of the Declarations of Protective Covenants governing the use, maintenance, and management of Welleby Community; and to

FILED
MAY 3 10 AM '73
COUNTY CLERK
BROWARD COUNTY, FLORIDA

3K24240PG0121

conduct and transact all business necessary and proper in the management, operation and maintenance of the Welleby Community.

ARTICLE III.

All owners of residential parcels, including condominium parcels, in the Welleby Community shall automatically become members of the Management Association upon acquisition of such interest as more fully provided in the said Declarations of Protective Covenants and in the By-Laws of the Management Association. Such membership shall automatically terminate when such person is no longer the owner of a residential parcel.

ARTICLE IV.

The Management Association shall have perpetual existence.

ARTICLE V.

The names and addresses of the subscribers of this Certificate of Incorporation are as follows:

Ronald P. Anselmo	1415 East Sunrise Boulevard Fort Lauderdale, Florida
Christopher C. Wheeler	1415 East Sunrise Boulevard Fort Lauderdale, Florida
Linda L. Downey	1415 East Sunrise Boulevard Fort Lauderdale, Florida

ARTICLE VI.

The affairs of the Management Association shall be managed by the Board of Directors which shall elect a President, Vice President, Secretary and Treasurer, and such assistants as may be desirable. Directors of the Association shall be elected at the annual meeting of the membership, and officers shall be elected at the first meeting of the Board of Directors following the annual meeting of the membership as provided in the By-Laws of the Management Association.

AKR240P60122

ARTICLE VII.

The names of the officers who shall serve until the first election of officers are as follows:

Albert J. Miller	President
Wyn Pope	Vice President
Dean Dillman, Jr.	Secretary-Treasurer

ARTICLE VIII.

The Board of Directors shall consist of not less than three directors, the exact number of directors to be determined by the By-Laws of the Management Association.

The first Board of Directors of the Management Association shall serve until the first annual meeting of the members of the Management Association and shall consist of three directors whose names and addresses are as follows:

Albert J. Miller	5553 N. W. 36 St., Miami Springs, Fla.
Wyn Pope	5553 N. W. 36 St., Miami Springs, Fla.
Dean Dillman, Jr.	5553 N. W. 36 St., Miami Springs, Fla.

In the event any of the above directors shall fail to serve, the Millstream Corporation, hereinafter referred to as Developer, shall have the right to appoint a replacement director until the first annual meeting of the membership.

ARTICLE IX.

The By-Laws of the Association shall be proposed and adopted by the Board of Directors, and thereafter, may be altered or rescinded by vote of the membership as provided in the By-Laws.

ARTICLE X.

Prior to the first annual meeting of the membership, this Certificate of Incorporation may be amended by a majority vote of the Board of Directors. Thereafter, amendments to this Certificate of Incorporation may be proposed by any member or director and may be adopted by

three-fourths vote of the membership at the annual meeting of members, or at a special meeting of the members, provided however, that in either instance, notice of the proposed amendment has been given with notice of the meeting, and provided further, that such amendment has first been approved by not less than a majority vote of the Board of Directors of the Association.

ARTICLE XI.

In order to give effect to the purpose for which this corporation is organized, and in addition to other powers and authority granted in like corporations by law, and not by way of limitation, the Association shall have the following express powers:

(a) To exercise complete and exclusive control in the management, operation and maintenance of the Welleby Community as an exclusive residential community.

(b) To perform all duties and functions as required by this Certificate of Incorporation, the By-Laws of the Association, any and all Declarations of Protective Covenants governing the development, use and enjoyment of the Welleby Community (or the separate Welleby Units thereof), other rules and regulations promulgated by the Association, and such additional duties and functions as may be necessary or desirable in carrying out the objectives of the Association.

BK 24240 PG 0123

IN WITNESS WHEREOF, the subscribers have affixed hereto their signatures this 13th day of April, 1973.

Ronald F. Anselmo
Ronald F. Anselmo

Christopher C. Wheeler
Christopher C. Wheeler


Linda L. Downey
Linda L. Downey

8K&240PGJ124

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared RONALD P. ANSELMO, CHRISTOPHER C. WHEELER, and LINDA L. DOWNEY, who, after being duly sworn, acknowledged that they executed the foregoing Certificate of Incorporation of WELLESBY MANAGEMENT ASSOCIATION, INCORPORATED, for the purposes therein expressed.

DATED at Fort Lauderdale, Broward County, Florida, this 13 day of April, 1973.


NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 13, 1975
Bonded by Transamerica Insurance Co.

Notary Public, State of Florida at Large
My Commission Expires Sept. 18, 1975
Bonded by Transamerica Insurance Co.

CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF INCORPORATION
OF WALLEBY MANAGEMENT ASSOCIATION, INCORPORATED

FILED

PM 12:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY THAT:

The following is a true copy of certain amendments
Certificate of Incorporation of Walleby Management Association,
Incorporated, filed with the Secretary of State, State of Florida on
April 16, 1973. Said amendments were duly proposed and were adopted
by the Board of Directors of the Walleby Management Association,
Incorporated, by unanimous written consent. Said amendments are as
follows:

1. Amend Article Three to read as follows:

"All owners of Residential Units in the Walleby Community shall automatically become members of the Management Association upon acquisition of such interest as more fully provided in the said Declarations of Protective Covenants and in the By-Laws of the Management Association. Such membership shall automatically terminate when such person is no longer the owner of a Residential Unit."

2. Amend Article Seven to add the following at the end

thereof:

"In the event any or all of the above officers shall fail to serve or shall resign, the Developer, as provided in said Declarations of Covenants, shall have the right to appoint replacement officers until the first annual meeting of the membership."

3. Amend the last sentence of Article Eight to read as

follows:

"In the event any or all of the above directors shall fail to serve or shall resign, the Developer, as provided in said Declarations of Covenants, shall have the right to appoint replacement Directors until the first annual meeting of the membership."

4. Amend Article Nine to read as follows:

"The initial By-Laws of the Association shall be proposed and adopted by the Board of Directors. The By-Laws may be altered or rescinded by vote of the Board of Directors as provided in the By-Laws until the first annual meeting of the membership. Thereafter, the By-Laws may be altered or rescinded by the vote of the membership as provided in the By-Laws."

BK25240PC0125

BY-LAWS
OF
THE WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED

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

ARTICLE I.

General

Section 1. The name of the corporation shall be
THE WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED which shall
herein be referred to as the "Management Association", or the
"Welleby Management Association".

Section 2. The principal office shall be located at
18350 Northwest 2 Avenue, Miami, Florida 33169, or at such other
place as may be subsequently designated by the Board of Directors.

~~Section 3.~~ Other offices for the transaction of business
shall be located at such places as the Board of Directors may
from time to time determine.

Section 4. The fiscal year of the Management Association
shall be the calendar year, or such other time as may be determined
by the Board of Directors.

Section 5. The seal of the Management Association shall
bear the word "Florida"; the words "Corporation not for Profit",
and the year of incorporation, an impression of which seal is as
follows:

Section 6. As used in these By-Laws, a "Residential
Unit" shall mean each platted lot or parcel (and improvements

BK24240P60126

thereon) in the Welleby Community, designated for residential use by a Welleby Unit Plat and/or a Welleby Unit Declaration of Protective Covenants, but excluding any platted lot or parcel, or part thereof, submitted to the condominium form of ownership or upon which a rental apartment building or rental apartment complex has been constructed and said construction is complete. As to a condominium, "Residential Unit" shall mean each Condominium Parcel comprising same which term "Condominium Parcel" is hereby defined to be an apartment together with the undivided share in the Common Elements and all easements, rights and interests which are appurtenant to the apartment. As to a rental apartment building or complex, "Residential Unit" shall mean each separate rentable room, unit or apartment located therein.

Notwithstanding anything provided above, all platted lots or parcels (and improvements thereon), and all completed condominium apartments owned by the Developer, the Millstream Corporation or by another "Welleby Developer", shall not be included within the definition of "Residential Unit" except that a completed rental property shall be a Residential Unit in accordance with the provisions above if the Developer (or "Welleby Developer") owns said property for a period longer than three months after construction of said property is completed.

Section 7. This Management Association has been organized for the purpose of managing, operating and maintaining an exclusive residential community known as "Welleby" or "Welleby Community" located in the City of Sunrise, Florida, as provided by the Declarations of Protective Covenants governing the use, maintenance, and management of Welleby.

ARTICLE II.

Membership

Section 1. All owners of Residential Units in the Welleby Community shall automatically become members of the Management Association upon acquisition of their ownership

BK2424PG0127

interest and after appropriate approval by the Management Association and/or Developer of the Welleby Community, as required by the Declarations of Protective Covenants governing the Welleby Community. Transfer of ownership interest in a Residential Unit, either voluntary or by operation of law, shall automatically terminate the membership in the Management Association of the owners of such interest.

Section 2. In the event of dissolution of the Management Association for any cause, members in good standing at the time of such dissolution shall be entitled to participate in distributable assets to the extent of their membership interest in the Management Association.

ARTICLE III.

Meetings of Members

Section 1. The first annual meeting of members shall be held at 2:00 P.M. on January 1, 1983 or at such earlier time as the Developer of Welleby, Millstream Corporation, its successors or assigns elects, at the principal office of the Management Association or such other designated place. Thereafter, the annual meeting of members shall be held at 2:00 P.M. on the first Monday of February of each year at the principal office of the Management Association or such other designated place. At each such annual meeting the members shall elect directors to serve until their successors shall be elected and qualified.

The said Developer shall have absolute control in the management, operation and conduct of business of the Management Association until such first annual meeting of members.

Section 2. Special meetings of the members held at the same place as the annual meeting, may be called at any time by the President, or in his absence by the Vice-President; or by the majority of the members of the Board of Directors. It shall be the duty of the Directors, President or Vice-President to call such a meeting whenever so requested by members of the Management Association constituting a majority of the outstanding ownership interests.

8K24240PG0128

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the Secretary to each member not less than fifteen (15) days before the date thereof.

Section 4. The President or, in his absence, the Vice-President, shall preside at all such meetings.

Section 5. At every such meeting each owner of a Residential Unit shall be entitled to cast one vote for each Residential Unit owned; provided however, that as to Residential Units submitted to condominium form of ownership as evidenced by the recordation in the Public Records of Broward County, Florida, of a Declaration of Condominium pertaining thereto, the governing "Condominium Association" shall cast the votes for the owners of said Units. The owner of a rental apartment building shall be entitled to cast one vote for each Residential Unit located therein. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and by him entered of record in the Minutes of the meeting.

Section 6. Each vote may be cast for as many persons as there are directors to be elected. If a Residential Unit is held jointly by more than one owner, the joint owners shall file with the Secretary of the Management Association before such meeting, the name of the joint owner authorized to cast the vote for such Residential Unit. If a Residential Unit is held in the name of a corporation, the vote shall be cast by the person designated in writing by the corporation and filed with the Secretary of the Management Association before each meeting. The votes of Condominium Associations shall be cast by its duly authorized officer or agent designated by Certificate of Resolution filed with the Secretary of the Management Association before each meeting. If joint owners or a corporate owner of a Residential Unit or the Condominium Association, as to Residential Units submitted to the condominium form of ownership, fail to designate

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the person to cast the vote(s) for the Residential Unit(s) for a particular meeting, then the last person so designated to cast such vote as reflected by the records of the Secretary of the Management Association shall be authorized to cast such vote(s).

Section 7. A quorum for the transaction of business at any such meeting shall consist of a majority of the membership interests of the Management Association; however, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time.

When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any questions brought before the meeting, unless the question is one which by express provision of applicable statute, the said Declaration of Protective Covenants, or by the By-Laws a different vote is required, in which case such express provision shall govern and control the determination of such question.

Section 8. A complete list of the members entitled to vote at each annual or special meeting of the members shall be furnished and certified by the Secretary of the Management Association and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV.

Board of Directors

Section 1. The business and property of the Management Association shall be managed by a Board of three (3) directors until the first annual meeting of members; thereafter, the Board shall consist of:

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(a) two (2) directors for each Condominium Association located in the Welleby Community;

(b) one (1) director for every group of five hundred (500) non-condominium Residential Units or less within the Welleby Community.

Section 2. At the first annual meeting and at all subsequent annual meetings of members:

(a) two (2) directors from among the members of each Welleby Condominium Association shall be elected by the members of each such Condominium Association for one year terms;

(b) each director to be elected in accordance with Section 1(b) above, shall be elected (by the owners of non-condominium Residential Units) from among the owners of non-condominium Residential Units within the Welleby Community for a one year term.

In the event of a vacancy on the Board of Directors, the Board shall appoint a replacement until the next regular election. Notwithstanding anything said above, in the event of a vacancy on the Board of Directors prior to the first annual meeting of the membership, the Developer shall have the right to appoint a replacement director.

Section 3. The annual meeting of the directors shall be held at the same place as the members' meeting, and immediately after the adjournment of same.

Section 4. Special meetings of the Board of Directors may be held at such time and place as the Board may designate. Such meetings may be called by the President, and in his absence, by the Vice-President, or by any two members of the Board. By unanimous consent of the directors, special meetings of the Board may be held without notice, at any time and place.

Section 5. Notice of all regular and special meetings, except as provided in Article IV, Section 4, shall be mailed to each director by the Secretary at least five (5) days previous to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof.

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Section 6. A quorum for the transaction of business at any regular or special meeting of the directors shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time. The approval of minutes by execution of same by a director shall constitute his presence for the purpose of determining a quorum.

Section 7. The directors shall elect, by majority vote, the officers of the corporation at the directors' meeting following each annual meeting of the members of the Management Association. All officers shall be elected by directors. All officers, except the Secretary and Treasurer and their respective assistants, if any, shall be elected from members of the Board of Directors. An officer may be removed at any time by a two-thirds vote of the full Board of Directors. An officer or director may be removed by a two-thirds vote of all Management Association members present at an annual meeting or special meeting of the membership called for the purpose of considering such removal.

Section 8. The directors may, by resolution, appoint members of the Board as an executive committee, to manage the business of the Management Association during the interim meetings of the Board. The executive committee shall keep records of its meetings.

Section 9. Directors or officers shall receive no compensation for their services in such capacity, but a director or officer shall not be precluded from receiving compensation for any services rendered to the Management Association in another capacity.

Section 10. At each annual meeting of the membership the directors shall submit a statement of the business transacted during the preceding year, together with a report of the general financial conditions of the Management Association, and of the condition of its tangible property.

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Section 11. The directors shall have such additional powers and authority as provided in these By-Laws and as are conferred by the Certificate of Incorporation of this Management Association, the laws of the State of Florida, and the Declarations of Protective Covenants governing the use, enjoyment and maintenance of Welleby.

ARTICLE V.

Officers

Section 1. The officers of the Management Association shall be a President, a Vice-President, a Treasurer, and a Secretary, and such other officers as the Board of Directors may designate, all of whom shall be elected annually by the Board of Directors, and shall hold office until their successors are duly elected and qualified, or until such time that they resign or are removed in accordance with Article IV. In the event an officer shall fail to serve, the Board of Directors shall elect a replacement officer until the next annual election of officers. One person may hold simultaneously two offices, except that the officer of President and Secretary shall be held by separate persons.

Section 2. The President shall preside at all directors and members' meetings, and shall have general supervision over the other officers. He shall sign all membership cards, and shall execute all contracts, agreements and obligations of the Management Association; except, however, as such authority may be otherwise delegated by resolution of the Board of Directors; and he shall perform all other duties as are incident to his office. In case of the absence or disability of the President, his duties shall be performed by the Vice-President.

Section 3. The Secretary shall issue notices of all directors' and members' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal, all membership cards; and shall perform all such other duties as are incident to his office.

Section 4. The Treasurer shall have custody of all money and securities of the Management Association and shall give bond in such sum and with sureties as the directors may require, conditioned upon the faithful performance of the duties of his office. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records and other papers, to the directors for their examination and approval as often as they may require; he shall deposit all moneys and other valuable effects in the name of, and to the credit of, the Management Association, in such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Management Association as ordered by the Board; and shall perform all such other duties as are incident to his office.

ARTICLE VI.

Inspection of Books and Accounts

Section 1. The books, accounts and records of the Management Association shall be open to inspection by members of the Board of Directors and members of the Management Association at all reasonable times.

ARTICLE VII.

Notices

Section 1. All notices required by these By-Laws shall be in writing and shall be deposited in the U. S. mails properly addressed to the last known post office address of the person entitled to such notice.

Section 2. Any notices required hereunder may be waived in writing by the addressee of same.

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ARTICLE VIII.

Management, Operation and Maintenance of Welleby

Section 1. General. The Board of Directors shall exercise all of the powers and duties of the Management Association as provided in these By-Laws, in the Certificate of Incorporation of the Management Association, in the said Declarations of Protective Covenants, in the Long Term Lease between Mal Associates Limited Partnership as lessor and the Welleby Management Association, Incorporated, as lessee, governing the use, enjoyment and maintenance of certain Welleby Common Areas, and by the laws of the State of Florida.

Section 2. Assessments. The Board of Directors shall prepare an annual budget in advance of the commencement of each fiscal year of the Management Association, which shall project the estimated expenses of maintenance, leasing, operation and management of the Management Association for the forthcoming year, and the share thereof to be paid by the owners of each Residential Unit, all as provided in the Declarations of Protective Covenants. Copies of the proposed budget, including total assessments and assessment shares of the owners of each Residential Unit (sometimes referred to as the lease/maintenance fee), shall be delivered to each owner of an interest in a Residential Unit not submitted to the condominium form of ownership, and to the Condominium Association as to each Unit submitted to the condominium form of ownership, such delivery to be made not later than thirty (30) days prior to the commencement of the fiscal year for which the budget has been prepared. In the event the Board of Directors shall fail to prepare an annual budget and deliver copies of same as aforesaid in time for the forthcoming year, then the budget for the preceding year shall remain in effect and assessments shall be payable by the owners of Residential Units in accordance therewith until the new budget becomes effective.

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Section 3. Assessment Records. Complete assessment records shall be maintained for the account of the owners of each Residential Unit, showing the name and address of each owner thereof, the amount of each assessment against each owner, the due dates of each assessment, the amounts paid on the account and any balance due.

Section 4. Tennis Fee. The Board of Directors shall have the power, but shall not be required, to assess each owner of a Residential Unit a Tennis Fee if, and only if, such owner chooses to use the tennis courts located in Welleby.

Owners of Residential Units located in rental apartment buildings shall be required to pay a tennis fee for every Residential Unit therein for which said owners wish to provide tennis privileges.

Section 5. Management. The Board of Directors shall have the power and authority to engage the services of all personnel necessary for the maintenance, operation and management of all of Welleby, including the right and power to employ attorneys, accountants, contractors and other personnel, and/or the Board of Directors may contract for professional management, in which event the Board may assign and delegate the entire management responsibility of the Management Association, reserving however, such supervisory control as it deems necessary.

ARTICLE IX.

Authority and Rights of Developer

Developer, Millstream Corporation, has reserved to itself and its designated agents, appointees and assigns, the exclusive management, operation and control of the Management Association, and the responsibility for performing all of the Management Association's obligations and functions, which the Developer may accomplish directly, or indirectly, by virtue of Developer's rights to appoint directors as hereinabove provided,

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and as provided in the Certificate of Incorporation. Therefore, any provisions of these By-Laws, and the Certificate of Incorporation of the Management Association, and any provisions of the Declarations of Protective Covenants which are in conflict with the provisions hereof for the benefit of the Developer, shall be superseded by such provision or provisions for the benefit of the Developer.

ARTICLE X.

Amendments

Amendments to these By-Laws may be made by a two-thirds (2/3) vote of the members of the Management Association. Amendments may be made at the annual meeting of said members, or at special meetings pursuant to notice clearly setting forth the proposed amendments. All amendments shall be certified by the Secretary and recorded in the Public Records of Broward County, Florida. No amendments may be made which would in any way limit or interfere with the authority and control of the Developer as herein provided. Notwithstanding the above, until the first annual meeting of members, the Board of Directors of the Management Association shall have the power and authority to amend these By-Laws.

I HEREBY CERTIFY that the foregoing By-Laws were duly adopted at the first meeting of the Board of Directors of WELLESBY MANAGEMENT ASSOCIATION, INC.


Secretary

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ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
THE WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED

Pursuant to Florida Statute §607.134, the following resolutions are hereby adopted as acts of this Corporation by the written consent of the Directors of this Corporation:

BE IT RESOLVED, that ARTICLE IV. Board of Directors, Section 1 is hereby amended to read as follows:

Section 1.

The business and property of the Management Association shall be managed by a board of directors of not less than three nor more than five persons until the first annual meeting of members which directors shall be appointed by the Developer; thereafter, the Board shall be elected in accordance with Section 2.

BE IT FURTHER RESOLVED, that ARTICLE IV. Board of Directors, Section 2 is amended in its entirety as follows:

Section 2.

At the first annual meeting of members and at all subsequent annual meetings of members, the following voting procedure for directors shall govern:

(a) The Welleby Community is hereby divided into four voting quadrants A, B, C and D. Voting quadrant A shall be that area of the Welleby Community north of Oakland Park Blvd. and east of Nob Hill Road. Voting quadrant B shall consist of the Welleby Community south of Oakland Park Blvd. and east of Nob Hill Road. Voting quadrant C shall consist of that portion of the Welleby Community north of Oakland Park Blvd. and west of Nob Hill Road. Voting quadrant

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D shall consist of that portion of the Welleby Community south of Oakland Park Blvd. and west of Nob Hill Road.

(b) [REDACTED]

Each quadrant shall be entitled to elect one (1) director for each one hundred (100) Residential Units with a certificate of occupancy or a fraction of one hundred (100) in excess of fifty-one percent (51).

(c) A candidate for a directorship from a specific quadrant may only run for that director's seat in that quadrant and must be a Residential Unit owner of a "Residential Unit" in that quadrant. Owners of "Residential Units" shall vote only in the quadrant in which they own a "Residential Unit" and should they own a "Residential Unit" in more than one quadrant, then they should be allowed to vote for candidates in more than one quadrant provided, however, that a candidate may only run for a directorship in one quadrant at a time.

(d) After the first "Annual Members' Meeting" the board one month prior to an annual members' meeting shall for each quadrant determine the total number of Residential Units having a certificate of occupancy and shall also determine the number of single family homes and multiple family dwellings. Multiple family dwellings is defined as condominium parcels, townhouse units, or rental units. Where one of these two categories has units in a minority, then, that category shall be entitled to no less than one director to be elected by the "Residential Unit Owners" comprising that category. Candidates seeking a directorship for the "minority seat" shall own a "Residential Unit" in the minority category in that quadrant. Voting for the minority seat shall be restricted to only those "Residential Unit Owners" comprising

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the minority category. Provided, however, that "Residential Units" in the minority category shall also be entitled to vote for the remaining directorships allocatable to that quadrant.

In the event of a vacancy on the Board of Directors, the Board shall appoint a replacement until the next regular election. Notwithstanding anything said above, in the event of a vacancy on the Board of Directors prior to the first annual meeting of the membership, the developer shall have the right to appoint a replacement director.

THE UNDERSIGNED, being all of the Directors of The Welleby Management Association, Incorporated, do hereby consent to the adoption of the foregoing resolutions and actions taken on this day of November, 1982.


DWIGHT W. GUNDT, Director


RICHARD S. ROBINSON, Director


WILLIAM LYON, Director


DICK J. RANDALL, Director

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**NOTICE OF MARKETABLE TITLE ACTION
PURSUANT TO CHAPTER 712, FLORIDA STATUTES
FOR
WELLEBY MANAGEMENT ASSOCIATION, INC.**

The Welleby Management Association, Inc. (The "Association"), whose address is: P.O. Box 450370, Sunrise, FL 33345, has taken action to ensure that the Amended Declaration of Protective Covenants Covering the Development, Use and Enjoyment of Welleby, An Exclusive Residential Community*, recorded in Official Records Book 14624, Page 0024, of the public records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence.

The legal description of the property is attached hereto as Exhibit "1".

A copy of the affidavit regarding service of notice of meeting of Board of Directors with Statement of Marketable Title Action is attached hereto as Exhibit "2", pursuant to Florida Statutes Section 712.06(1)(b). The Resolution of the Board of Directors for Welleby Management Association, Inc. concerning the Marketable Title Action is attached hereto as Exhibit "3".

*Said Amended Declaration of Protective Covenants amended in its entirety the various Declarations at one time or another previously recorded, as more particularly set forth in the Amended Declaration and in the Notice of Amendment to Declaration of Protective Covenants Dealing with Welleby, An Exclusive Residential Community, as recorded in Official Records Book 14624 at Page 0019. The various underlying original Declarations are described in the Amended Declaration to be recorded instruments in the Official Records of Broward County, Florida, as follows:

OR 5747, Page 195 et. seq.	OR 11897, Page 651 et. seq.
OR 5964, Page 186 et. seq.	OR 12221, Page 904 et. seq.
OR 7805, Page 962 et. seq.	OR 11445, Page 510 et. seq.
OR 11210, Page 505 et. seq.	OR 9880, Page 155 et. seq.
OR 12386, Page 488 et. seq.	OR 5537, Page 685 et. seq.
OR 7515, Page 542 et. seq.	OR 6008, Page 536 et. seq.
OR 10953, Page 604 et. seq.	OR 7814, Page 955 et. seq.
OR 13092, Page 242 et. seq.	OR 11064, Page 188 et. seq.
OR 8042, Page 304 et. seq.	OR 12413, Page 354 et. seq.
OR 13776, Page 282 et. seq.	OR 9368, Page 445 et. seq.

OR 10923, Page 472 et. seq.

OR 12023, Page 188 et. seq.

OR 5478, Page 882 et. seq.

OR 10814, Page 956 et. seq.

OR 11344, Page 964 et. seq.

OR 13300, Page 161 et. seq.


OR 11658, Page 808 et. seq.

OR 14239, Page 533 et. seq.


IN WITNESS WHEREOF, the President and Secretary of Welleby Management Association, Inc., have set their hands and the seal of the Association, and have executed and attested this document, on this 1 day of March, 2004.

WELLEBY MANAGEMENT
ASSOCIATION, INC.

ATTEST: 

By: 
President

ATTEST: 

By: 
Secretary

Document Prepared By:
RANDALL K. ROGER & ASSOCIATES, P.A.
Attorneys for the Association
621 N.W. 53rd Street, Suite 300
Boca Raton, Florida 33487
(561) 988-5598

LEGAL DESCRIPTION OF PLAT OR PORTIONS OF PLAT AND SUBDIVISION WHICH ARE COVERED BY DECLARATION, ALL IN BROWARD COUNTY, FLORIDA	DATE OF RECORDING OF DECLARATION	OFFICIAL RECORD BOOK & PAGE WHERE DECLARATION IS RECORDED IN BROWARD COUNTY RECORDS
Sates of Welleby Plat Book 81, Page 43	5/07/74	Official Records Book 5747, Page 195, et seq.
Welleby Unit 1 Plat Book 79, Page 24	5/09/73	Official Records Book 5537, Page 685, et seq.
Welleby Unit 2 Plat Book 79, Page 27	5/07/74	Official Records Book 5747, Page 195, et seq.
Welleby Unit 3 (a), (b), (c), (d) Plat Book 79, Page 28	10/03/74	Official Records Book 5964, Page 186, et seq.
	11/13/74	Official Records Book 6008, Page 536, et seq.
	10/06/78	Official Records Book 7805, Page 962, et seq.
Welleby Unit 4 Plat Book 80, Page 1	10/12/78	Official Records Book 7814, Page 955, et seq.
Welleby Unit 5 Plat Book 109, Page 36	10/19/83	Official Records Book 11210, Page 505, et seq.
Welleby Unit 6 Plat Book 109, Page 37	8/12/83	Official Records Book 11064, Page 188, et seq.
Welleby Unit 7 Plat Book 109, Page 38	3/13/85	Official Records Book 12386, Page 488, et seq.
	3/25/85	Official Records Book 12413, Page 354, et seq.
Welleby Unit 8 Plat Book 97, Page 37	4/14/78	Official Records Book 7515, Page 542, et seq.
Welleby Unit 10 Plat Book 103, Page 47	1/21/81	Official Records Book 9368, Page 445, et seq.

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EXHIBIT 1

LEGAL DESCRIPTION	DATE RECORDED	O.R. BOOK & PAGE
Welleby Unit 12 Plat Book 109, Page 39	6/24/83	Official Records Book 10953, Page 604, et seq.
Parcel A of Welleby Unit 13 Plat Book 109, Page 40	6/13/83	Official Records Book 10923, Page 472, et seq.
Hills of Welleby Unit 14 Plat Book 109, Page 41	1/06/86	Official Records Book 13092, Page 242, et seq.
Welleby Unit 100	10/10/73	Official Records Book 5478, Page 882, et seq.
Joshlee Subdivision Plat Book 101, Page 33	2/13/79	Official Records Book 8042, Page 304, et seq.
Welleby SW Quadrant Plat Book 126, Page 28	4/03/86	Official Records Book 13300, Page 161, et seq.
	9/30/86	Official Records Book 13776, Page 282, et seq.
	3/10/87	Official Records Book 14239, Page 533, et seq.
Welleby NW Quadrant Plat Book 110, Page 48		
Parcel 3b	7/31/84	Official Records Book 11897, Page 651, et seq.
Parcel 3c	4/23/83	Official Records Book 10814, Page 956, et seq.
Parcel 4	4/27/84	Official Records Book 11658, Page 808, et seq.
Parcel 5	12/27/84	Official Records Book 12221, Page 904, et seq.
Parcel 6	9/26/84	Official Records Book 12023, Page 188, et seq.

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LEGAL DESCRIPTION	DATE RECORDED	O.R. BOOK & PAGE
Parcel 8	12/27/84	Official Records Book 12221, Page 904, et seq.
Parcel 10a	1/31/84	Official Records Book 11445, Page 510, et seq.
Parcel 13a	12/16/83	Official Records Book 11344, Page 964, et seq.
Parcel 13b	11/06/81	Official Records Book 9880, Page 155, et seq.

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AFFIDAVIT OF MAILING OF NOTICE OF MEETING OF THE BOARD OF DIRECTORS

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I, Edward B. Steicklin being Secretary of Welleby Management Association, Inc. ("Welleby"), do hereby state and affirm as follows:

That I caused to be placed in the United States Mail postage paid, first class or hand delivered, on the 9th day of February, 2004, addressed to the members of Welleby of record as of the date of this letter, at their latest addresses on file, a Notice of Meeting of the Board of Directors to be held on Feb. 23, 2004, with said notice containing the requisite Statement of Marketable Title Action. A true copy of the notice is attached hereto.

[Signature]
, Secretary

Sworn to and subscribed before me this 9th day of February, 2004.

[Signature]
Notary Public

GLADYS E. CARTAS
Print Name:

My Commission Expires:



Gladys E. Cartas
My Commission DD261163
Expires October 23, 2007

EXHIBIT 2

**RESOLUTION OF WELLEBY MANAGEMENT ASSOCIATION, INC.
NOTICE OF STATEMENT OF MARKETABLE TITLE**

This Resolution is entered into this 23 day of February 2004, by the Board of Directors for Welleby Management Association, Inc. A meeting called to order on February 23, 2004, which meeting was properly noticed pursuant to the By-Laws of the Welleby Management Association, Inc., and in accordance with Chapter 720, Florida Statute, at which meeting a quorum of the Board of Directors was in attendance, the following resolution was proposed and passed:

WHEREAS, the Welleby Management Association, Inc. (hereinafter the "Association"), a Florida not-for-profit corporation, operating and governed by the Amended Declaration of Protective Covenant Covering the Development, Use and Enjoyment of Welleby, An Exclusive Residential Community, on lands in Sections 19 and 20 of Township 49 South, Range 41 East in Broward County, Florida, as recorded in Official Records Book 14624 at Page 0024 of the Public Records of Broward County, Florida; and

WHEREAS, the Association wishes to continue the duties, functions and obligations as found under the recorded Amended Declaration, and the various and several underlying original individual Declarations of Protective Covenants incorporated herein by reference as more particularly described in that certain Notice of Amendment to Declaration of Protective Covenants Dealing with Welleby, An Exclusive Residential Community, as recorded in Official Records Book 14624 at Page 0019; and

WHEREAS, the Association in compliance with the Marketable Record Title Act, as amended, wishes to re-adopt such operation obligation in accordance with the Act.

NOW THEREFORE, after proper notice and consideration, the Board of Directors have voted and approved by at least two-thirds of the directors to re-adopt, re-certify and continue to enforce the Declaration in accordance with the Marketable Record Title Act, and do hereby state as follows:

Statement of Marketable Title Action

The Welleby Management Association, Inc. (The "Association") has taken action to ensure that the Amended Declaration of Protective Covenants Covering the Development, Use and Enjoyment of Welleby, An Exclusive Residential Community, recorded in Official Records Book 14624, Page 0024, of the Public Records of Broward County, Florida ("Amended Declaration")*, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

EXHIBIT 3

*Said Amended Declaration amended in its entirety the various Declarations of Protective Covenants at one time or another previously recorded, as more particularly set forth in the Amended Declaration and in the Notice of Amendment to Declaration of Protective Covenants Dealing with Welleby, An Exclusive Residential Community, as recorded in Official Records Book 14624 at Page 0019.

Further, the Board sayeth naught, and on approval of at least two thirds of the directors and as the Board of Directors, this Resolution is duly approved and passed on the 23 of January, 2004.

WELLEBY MANAGEMENT
ASSOCIATION, INC.

By: [Signature], Secretary