

RECORD AND RETURN TO →

This Instrument Was Prepared By:
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4040 Sheridan Street
Hollywood, Florida 33021

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR PALM ISLES NO. I

84- 28439

This Declaration is made on the date hereinafter set forth by PALM ISLES DEVELOPMENT CORP., a Florida Corporation, hereinafter referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner in fee simple of certain real property situated in the County of Broward, State of Florida, and described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to declare and impose certain protective covenants, conditions and restrictions upon said real property to provide for the preservation and enhancement of the property values, amenities and certain of the maintenance of the property and the improvements therein and thereon, contributing to the personal health, safety and welfare of the residents and/or for the maintenance of the lands and the improvements thereon, and to this end desires to subject the property described on Exhibit "A" to the covenants, restrictions, charges, liens and limitations hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Palm Isles Homeowner's Association, No. I, Inc. its successors and assigns.

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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers (but not contract purchasers) and Declarant, but excluding any person or entity having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and is sometimes hereinafter referred to as "Palm Isles No. I."

Section 4. "Common Area" shall mean and refer to all real and personal property owned by Declarant and/or Association for the common use and enjoyment of the Owners, including, without limitation, roads, streets, rights-of-way, exterior lighting facilities and equipment, and recreation areas and/or facilities. The Common Area to be owned by the Association at the time of the conveyance of the first Unit is described on Exhibit "B" which is attached hereto and incorporated herein by reference.

Section 5. "Unit" shall mean and refer to each separate and identified parcel of land with completed improvements thereon which is conveyed to an Owner in fee simple. Completed improvements shall mean that a Certificate of Occupancy has been issued by the applicable governmental authorities for that Unit.

ARTICLE II

ADDITIONS TO EXISTING PROPERTIES

Declarant shall have the right, at its sole option and without the joinder of any person whomsoever, to add to the Properties subject to this Declaration and to subject such additions to the jurisdiction of the Association by filing among the public records of Broward County, Florida, a supplemental Declaration of Covenants and Restrictions reflecting at least

in part the legal description of the additional properties being subjected to this Declaration and the jurisdiction of the Association. This right to add additional properties shall continue in the Declarant as long as there is Class "B" membership.

ARTICLE III

DECLARANT'S RIGHTS

Section 1. The Declarant shall have the right to construe and interpret these restrictions and its construction or interpretation, in good faith, shall be final and binding as to all persons or property benefited or bound by such restrictions. No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions.

Section 2. Notwithstanding anything to the contrary herein contained, Declarant may construct and maintain models and a sales office or offices together with a sign or signs on Units or the Common Area until such time as all Units have been built and sold. The sales office or models, may, in the Declarant's discretion, be located in the Common Area or within any Unit owned by Declarant.

Section 3. Declarant reserves the right to carry on construction, development and sales activities, to place equipment, machinery, supplies and signs on any part of the Property owned by Declarant or by the Association, to park vehicles of prospective purchasers, lessees, employees and personnel of Declarant in parking spaces located on the Property, and not assigned to Owners, and to exercise easement rights and all other rights granted the Declarant hereunder.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

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(a) All provisions of this Declaration and the Articles and By-Laws of the Association.

(b) Rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for the use of any recreational facility situated upon the Common Area.

(c) Restrictions contained on any and all plats of all or any part of the Common Area filed separately but in conjunction with such plating.

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency authority or utility; no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners, agreeing to such dedication or transfer, has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding the Class "A" membership equal the total votes outstanding in the Class "B" membership.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each Unit owned by it within Palm Isles No. 1, hereby covenants, and each Owner of any Unit (by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association:

(1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereinafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments together with interest thereon from due date at the highest rate allowed by law against the party to be charged and costs of collection thereof including attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Area or by abandonment.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the maintenance and improvement of the Common Area, including, but not limited to, the cost of street lighting, recreational facilities, taxes, insurance, labor, equipment, materials, management, maintenance

and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be Fifty-Six (\$56.00) Dollars per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor

more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance. The due date of any special assessment shall be fixed in the Resolution authorizing such assessment.

Section 8. Effect of Nonpayment of Assessment: The Lien; Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon at

the highest rate allowed by law, and cost of collection thereof, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law against the party to be charged, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner, and there shall be added to the amount of such assessment the costs (including reasonable attorney's fees) of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment, as above provided, and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all land in Palm Isles No. I to the extent of any easement or other interest therein dedicated

and accepted by the local public authority and devoted to public use, if any; (b) all Common Areas as defined in Article I hereof; and (c) all properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 11. Individual Assessment. The Board may levy an individual assessment against the Owner of a Unit for the cost and expense of repairs and replacement within or without the Unit for which the Owner, his lessees, guests or invitees are responsible, which he has failed or refused to perform, and which failure or refusal has endangered or impaired the use or value of the Common Area or other Units. The Association is hereby granted a right of entry into each Unit to perform repairs or replacement of this nature, including the right to abate or eliminate any nuisance or any conditions deemed hazardous by the insurance underwriters.

Section 12. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon any structure on any Unit needing same in the Association's opinion including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, and landscaping (up to, but excluding, any patio), including sodding, irrigation and the planting and care of trees and shrubbery. The maintenance of all other parts of the Unit shall be the responsibility of the Owner.

(i) Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Unit(s) upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special

assessment or charge shall be a lien against the Unit(s) and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

(ii) Association Not Liable For Personal Injury/Property Damage. The Association shall be liable for any personal injury or property damage resulting from the performance of the maintenance described herein. The Association and its duly authorized agents and employees are hereby granted an easement to enter all Units at any reasonable time for the purpose of maintaining the grounds and improvements, repairing the improvements and reconstructing any damaged Units.

ARTICLE VII.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

RESTRICTIONS ON USE OF THE PROPERTY

Section 1. Residential Use. The Property subject to these Restrictions may be used for residential living Units

and for no other purpose. No business building, other than an office for the management of the affairs of the Association or Units within the Property, may be erected on said lands.

Section 2. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain in the Common Area, parking or roadways without written consent of Association.

Section 3. No Noxious or Offensive Activities. No noxious or offensive activities shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. No clotheslines or other clothes drying facilities shall be permitted outside a Unit.

Section 4. No Parking Except in Parking Areas. Other than driveways as originally constructed, no gravelled, blacktopped or paved parking strips or driveways shall be permitted, except as previously approved in writing by the Association.

Section 5. No Boats, Trailers or Other Vehicles in Parking Areas. No boats, boat trailers, house trailers, motor homes, campers, motorcycles, motorscooters, go-carts, motorbikes or other vehicles, except for four wheel passenger automobiles and vehicles of less than 2 1/2 tons actually used by an Owner in his trade or business, shall be placed, parked or stored where they can be viewed from the streets or adjacent Units. No mechanical maintenance or repairs of boats or vehicles (including automobiles) shall be done on the Property. The parking or storage of motor vehicles, except upon paved areas, is prohibited.

Section 6. Garbage and Trash Containers. All garbage, trash, refuse and rubbish shall be deposited in closed containers, and such containers shall be underground or placed in a screened area not visible from the streets or adjoining Units except during the four hours before and after regular trash pick-up.

Section 7. Landscaping. No sod, topsoil, trees, shrubbery or other plant material shall be removed from or added to a Unit or Common Area, nor shall any change be made in the condition of the soil or the elevation thereof without prior written consent of the Board. No hard surfaces may be added to a Lot without prior written consent of the Board.

Section 8. Actions of Owners. No Owner may take any action which would result in an increase in the cost of any insurance policy covering any portion of the Common Area or his Unit.

Section 9. No Awnings or Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be permanently attached or affixed to any Unit without the prior written approval of the Board.

Section 10. Pets Restricted. No animals, other than common, traditional house pets such as dogs, cats, fish and caged birds, shall be kept by any Owner or his guests, invitees, or lessees. Any pet maintained on the Property shall be on a leash or otherwise restrained when outside a Unit and shall not become a nuisance to other Owners. The Owner of each pet shall be required to clean up after the pet in order to maintain the Common Area. Pets shall be restricted to no more than two (2) pets per Unit. The keeping of pets shall be subject to such rules and regulations as may be promulgated from time to time by the Board. No duck feeding is permitted, and no animals shall be kept or maintained for commercial purposes. No pets shall become an unreasonable nuisance or annoyance to other Owners.

Section 11. No Business or Commercial Usage. All Units are for residential purposes only, and no business or commercial use shall take place on any Unit except for the construction, development and sale or rental of the Property

or portions thereof by the Declarant. This restriction shall not be deemed to prohibit the Association's use of any Building for its purposes or for recreational purposes.

Section 12. Mailboxes. The size and design of all mailboxes, mailbox standards and house numbers shall be selected and approved by the Board in order to display continuity and conformity throughout the Property. No signs of any kind shall be displayed on the Property without the prior approval of the Board.

Section 13. Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, mooring, piling, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways without the written approval of the Association. Shoreline contours above or below water may not be changed without the written approval of the Declarant or the City of Sunrise. No vessel or boat shall be anchored offshore in any of the waterways adjacent to any Unit without prior written approval of the Association. No boathouse shall be constructed on or adjacent to any of the waterfront properties subject to these Restrictions, nor shall any boat canal be dug or excavated in any of the waterfront properties without the same being approved by the Association. The interior waters of the various canals traversing portions of the Properties shall not be used or navigated by anyone who is not an Owner, lessee or occupant. No motor-powered boats of any kind shall be kept or used on waters subject to these restrictions or any waters within the Properties.

Section 14. Restrictions and Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article VIII shall constitute an easement and servitude in and upon the Properties and every part thereof, and they shall run with the land and inure to the benefit of and be

enforceable by the Declarant and/or the Association and/or the Owner(s), and failure to enforce any building restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce, as aforesaid, thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of Declarant and/or Association with respect to parties aggrieved by such failure.

Section 15. Remedies for Violation. Violation or breach of any condition, restriction or covenant herein contained shall give the Declarant and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of said Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or Association in seeking such enforcement. The invalidation by any Court of any of the Restrictions herein contained shall in no way affect any of the other Restrictions, but they shall remain in full force and effect.

ARTICLE IX

PARKING AREAS

Section 1. Parking Areas adjacent and/or proximate to the various improvements in Palm Isles No. I will from time to time become part of the Properties and will be owned by the Association. These Parking Areas will be subject to easements as

hereinafter provided and the use thereof will be subject to reasonable rules and regulations promulgated by the Association for reasonable uniform application throughout the Parking Areas owned by the Association.

Section 2. The Association may by instrument in writing from time to time and at the direction of the Declarant, so long as Declarant shall own any Unit in Palm Isles No. I or until Declarant shall have completed the development of Palm Isles No. I, whichever shall be later, designate one or more specific parking spaces to each Unit to be used by the owner or owners and/or occupants of the Unit, exclusive of all other members and persons. That instrument in writing may be recorded. Regardless of whether or not the designation of parking is recorded, it shall be deemed an appurtenance to the Unit to which it is assigned and the use rights thereto shall automatically pass with title to the Unit. The Association shall keep an accurate roster of parking spaces and assignments and such roster shall be open for inspection by the members from time to time at all reasonable times. Neither the Declarant nor the Association shall have any obligation to assign parking spaces.

Section 3. The Association may promulgate from time to time reasonable rules, restrictions and regulations for the use of parking spaces.

ARTICLE X

EASEMENTS RESERVED BY DECLARANT

Declarant hereby reserves the following easements:

A. An easement or easements to provide utility services, including, but not limited to, electricity, telephone, gas, water, irrigation and sprinkler system, sewer, drainage, television cables, and governmental services, including police and fire protection and including the right of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

ARTICLE XI

ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Declarant herein contained may be deemed, conveyed or assigned to another legal entity by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Broward County, Florida. Such written instrument shall contain an acceptance by the grantee or assignee and the grantee and/or assignee shall assume and agree to be bound by each and all of the obligations and duties imposed upon Declarant and, upon such event, Declarant shall be relieved of the performance of any further duties or obligations hereunder.

ARTICLE XII

SCOPE AND DURATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property for the direct benefit thereof and the Owners thereof as a part of the general plan of development, improvement, building and maintenance of said property. Each grantee or purchaser under a contract of sale, or an agreement of purchase by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the provision of this Declaration and agrees to be bound by each such covenant, condition and restriction contained herein. Said covenants, conditions and restrictions shall run with the land and continue to be in full force and effect for a term of thirty (30) years commencing with the date of recordation, after which said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then Owner of two-thirds (2/3) of the Units has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

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extended for successive periods of ten (10) years, unless an instrument signed by the then Owner of two-thirds (2/3) of the Units has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

ARTICLE XIII

AMENDMENTS

The terms and conditions of this Declaration, including exhibits, may be amended or annulled by an instrument in writing recorded in the Public Records of Broward County, Florida, in the following manner and subject to the following conditions:

A. Such amendment or annulment shall have been approved at duly called and held meetings by not less than a majority of the Board of Directors and seventy-five (75%) percent of the votes entitled to be cast by members of the Association.

B. Until such time as Declarant, its successors or assigns has completed all sales of all the Units, Declarant shall have the sole right and power of amendment or annulment and no such amendment or annulment shall be undertaken by another person without the prior written consent of Declarant, its successors and assigns.

C. The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such documents.

ARTICLE XIV

WELLEBY MANAGEMENT ASSOCIATION, INC.

This Declaration is subject to the Declaration of Protective Covenants and Restrictions covering the development, use and enjoyment of Welleby, an exclusive residential community, to be filed by Sunrise Properties, Inc. in substantially the form set forth on Exhibit "C" attached hereto and made a part hereof. The Association shall pay the maintenance fee assessed by Welleby Management Association, Inc. pursuant to the Declaration of Protective Covenants attached as Exhibit "C", as a common expense.

ARTICLE XV

MISCELLANEOUS

(a) Severability. In the event any clause, subdivision, term, provision or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect and each and all of the paragraphs, subdivisions, terms, provisions or parts of this Declaration are hereby declared severable and independent of each other.

(b) Headings and Paragraphs. The heading, as to the contents of particular paragraphs, are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Declaration or in any way define, limit or describe the scope or content of a particular section or paragraph to which they refer.

(c) Annexation. In addition to the Declarant's right to additional Properties subject to this Declaration as set forth in Article II above, additional Properties and Common Area may be annexed upon approval in writing of the Declarant, if the Declarant owns any Units, and of the Association, pursuant to a majority of votes of the Owners, who are voting in person or by proxy at a regular meeting of the Association or at a meeting called for that purpose.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of

January, 1984.

Signed, Sealed and Delivered
in the presence of:

[Signature]
Diane M. Dinger

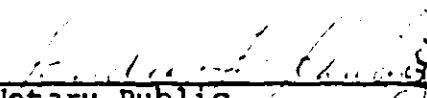
PALM ISLES DEVELOPMENT CORP.

BY: [Signature]
EDWARD LIGHTMAN, PRESIDENT

ATTEST: [Signature]
Ronald Kronholm, Secretary

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10th day of January, 1984, by EDWARD LICHTMAN and RONALD KRONHOLM, President and Secretary of PALM ISLES DEVELOPMENT CORP., a Florida Corporation, on behalf of the Corporation.


Notary Public



My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 5 1984
BONDED THIRD CLASS, UNDERWRITERS

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EXHIBIT "A"

LEGAL DESCRIPTION OF
LEGAL PROPERTY OWNED BY DECLARANT

PHASE 1

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence N.1°27'47"W. along said South line for 29.50 feet to a point of curvature; thence northerly, northwesterly, and westerly along the arc of a curve to the left (and along said South line), having a central angle of 98°44'30" and a radius of 25.00 feet, for 43.08 feet to the Point of Beginning; thence N.10°13'31"W. for 47.51 feet to a point on a curve, a tangent at said point being perpendicular to the last described course; thence westerly along said curve to the right, having a central angle of 8°45'45" and a radius of 100.00 feet, for 15.29 feet; thence N.1°27'47"W. for 84.02 feet to a point on the North line of said Parcel 20; thence continue N.1°27'47"W. for 135.98 feet; thence S.88°32'13"W. for 125.00 feet; thence N.1°27'47"W. for 110.03 feet; thence S.88°32'13"W. for 330.00 feet; thence S.1°27'47"E. for 455.03 feet to a point on said South line of Parcel 20; thence N.88°32'13"E. along said South line for 431.28 feet to a point of curvature; thence easterly, northeasterly, and northerly along a curve to the left (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet, for 39.27 feet to a point of tangency; thence N.1°27'47"W. along said South line for 29.50 feet to a point of curvature; thence northerly and northeasterly along a curve to the right (and along said South line), having a central angle of 81°14'16" and a radius of 25.00 feet, for 35.45 feet to the Point of Beginning.
Said lands contain 4.459 acres, more or less.

PHASE 2

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence N.1°27'47"W. along said South line for 29.50 feet to a point of curvature; thence northerly, northwesterly, westerly, southwesterly, and southerly along the arc of a curve to the left (and along said South line), having a central angle of 180°00'00" and a radius of 25.00 feet, for 78.54 feet to a point of tangency; thence S.1°27'47"E. along said South line for 29.50 feet to a point of curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet, for 39.27 feet to a point of tangency; thence S.88°32'13"W. along said South line for 431.28 feet to the Point of Beginning; thence N.1°27'47"W. for 455.03 feet; thence S.88°32'13"W. for 66.00 feet; thence N.1°27'47"W. for 125.00 feet to a point on the North line of said Parcel 20; thence Westerly, Southerly, and Easterly along the North, West, and South lines respectively of said Parcel 20, said lines being described as follows: thence S.88°32'13"W. for 94.00 feet to a point of curvature; thence westerly, southwesterly and southerly along the arc of a curve to the left, having a central angle of 90°00'00" and a radius of 50.00 feet to a point of tangency; thence S.1°27'47"E. for 260.00 feet to a point of curvature; thence southerly, southeasterly and easterly along the arc of a curve to the left, having a central angle of 90°00'00" and a radius of 25.00 feet, for 39.27 feet to a point of tangency; thence N.88°32'13"E. for 20.00 feet to a point of curvature; thence easterly, southeasterly and southerly along the arc of a curve to the right, having a central angle of 90°00'00" and a radius of 25.00 feet, for 39.27 feet to a point of tangency; thence S.1°27'47"E. for 170.03 feet to a point of curvature; thence southerly, southeasterly and easterly along the arc of a curve to the left, having a central angle of 90°00'00" and a radius of 50.00 feet, for 78.54 feet to a point of tangency; thence N.88°32'13"E. for 90.00 feet to the Point of Beginning.
Said lands contain 2.189 acres, more or less.

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EXHIBIT "B"

DESCRIPTION OF COMMON AREAS

SEE ATTACHED LEGAL
DESCRIPTION

DESCRIPTION OF
PHASE 1 COMMON AREA
PALM ISLES AT WELLEBY

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence N.1°27'47"W. along said South line for 29.50 feet to a point of curvature; thence northerly, northwesterly, and westerly along the arc of a curve to the left (and along said South line), having a central angle of 98°44'30" and a radius of 25.00 feet, for 43.08 feet to the Point of Beginning; thence N.10°13'31"W. for 47.51 feet to a point on a curve, a tangent at said point being perpendicular to the last described course; thence westerly along said curve to the right, having a central angle of 8°45'45" and a radius of 100.00 feet, for 15.29 feet; thence N.1°27'47"W. for 84.02 feet to a point on the North line of said Parcel 20; thence continue N.1°27'47"W. for 135.98 feet; thence S.88°32'13"W. for 125.00 feet; thence N.1°27'47"W. for 110.03 feet; thence S.88°32'13"W. for 330.00 feet; thence S.1°27'47"E. for 455.03 feet to a point on said South line of Parcel 20; thence N.88°32'13"E. along said South line for 431.28 feet to a point of curvature; thence easterly, northeasterly, and northerly along a curve to the left (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet, for 39.27 feet to a point of tangency; thence N.1°27'47"W. along said South line for 29.50 feet to a point of curvature; thence northerly and northeasterly along a curve to the right (and along said South line), having a central angle of 81°14'16" and a radius of 25.00 feet, for 35.45 feet to the Point of Beginning.

LESS THEREFROM the following seven parcels:

RESIDENTIAL PARCEL 1

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 50.00 feet to a point on a curve, a radial line at said point being the extension of the last described course; thence southerly along the arc of a curve to the right (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet for 39.27 feet to a point of tangency; thence S.88°32'13"W. (along the South line) for 145.47 feet; thence N.01°27'47"W. for 17.00 feet to the Point of Beginning; thence continue N.01°27'47"W. for 68.00 feet; thence N.88°32'13"E. for 145.88 feet; thence S.01°27'47"E. for 68.00 feet; thence S.88°32'13"W. for 145.88 feet to the Point of Beginning.

RESIDENTIAL PARCEL 2

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 50.00 feet to a point on a curve, a radial line at said point being the extension of the last described course; thence southerly along the arc of a curve to the right (and along said South line), having a central angle of



90°00'00" and a radius of 25.00 feet for 39.27 feet to a point of tangency; thence S.88°32'13"W.(along the South line) for 164.09 feet; thence N.01°27'47"W. for 17.00 feet to the Point of Beginning; thence continue N.01°27'47"W. for 68.00 feet; thence S.88°32'13"W. for 84.38 feet; thence S.01°27'47"E. for 68.00 feet; thence N.88°32'13"E. for 84.38 feet to the Point of Beginning.

RESIDENTIAL PARCEL 3

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 50.00 feet to a point on a curve, a radial line at said point being the extension of the last described course; thence southerly along the arc of a curve to the right (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet for 39.27 feet to a point of tangency; thence S.88°32'13"W.(along the South line) for 267.09 feet; thence N.01°27'47"W. for 17.00 feet to the Point of Beginning; thence continue N.01°27'47"W. for 68.00 feet; thence S.88°32'13"W. for 145.88 feet; thence S.01°27'47"E. for 68.00 feet; thence N.88°32'13"E. for 145.88 feet to the Point of Beginning.

RESIDENTIAL PARCEL 12

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 66.28 feet; thence N.1°27'47"W. for 229.38 feet to the Point of Beginning; thence continue N.1°27'47"W. for 84.38 feet; thence S.88°32'13"W. for 74.00 feet; thence S.1°27'47"E. for 84.38 feet; thence N.88°32'13"E. for 74.00 feet to the Point of Beginning.

RESIDENTIAL PARCEL 13

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 66.28 feet; thence N.1°27'47"W. for 127.00 feet to the Point of Beginning; thence continue N.1°27'47"W. for 84.38 feet; thence S.88°32'13"W. for 74.00 feet; thence S.1°27'47"E. for 84.38 feet; thence N.88°32'13"E. for 74.00 feet to the Point of Beginning.

RESIDENTIAL PARCEL 14

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 51.28 feet; thence N.1°27'47"W. for 187.00 feet; thence S.88°32'13"W. for 161.00 feet to the Point of Beginning; thence continue S.88°32'13"W. for 74.00 feet; thence N.1°27'47"W. for 145.88 feet; thence N.88°32'13"E. for 74.00 feet; thence S.1°27'47"E. for 145.88 feet to the Point of Beginning.



RESIDENTIAL PARCEL 15

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.68°32'13"W. for 51.28 feet; thence N.1°27'47"W. for 187.00 feet; thence S.88°32'13"W. for 348.00 feet to the Point of Beginning; thence continue S.88°32'13"W. for 74.00 feet; thence N.1°27'47"W. for 145.88 feet; thence N.88°32'13"E. for 74.00 feet; thence S.1°27'47"E. for 145.88 feet to the Point of Beginning.

For: Palm Isles Development
Date: 1/16/84
Order No.: 8401128

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Dani Associates

7025 N.W. 4TH ST. • PLANTATION, FLA. 33317 • (305) 584-4111

LAND SURVEYS • SUBDIVISIONS • CONSTRUCTION SURVEYS

DESCRIPTION OF
PHASE 2 COMMON AREA
PALM ISLES AT WELLEBY

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence N.1°27'47"W. along said South line for 29.50 feet to a point of curvature; thence northerly, northwesterly, westerly, southwesterly, and southerly along the arc of a curve to the left (and along said South line), having a central angle of 180°00'00" and a radius of 25.00 feet, for 78.54 feet to a point of tangency; thence S.1°27'47"E. along said South line for 29.50 feet to a point of curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet, for 39.27 feet to a point of tangency; thence S.88°32'13"W. along said South line for 431.28 feet to the Point of Beginning; thence N.1°27'47"W. for 455.03 feet; thence S.88°32'13"W. for 66.00 feet; thence N.1°27'47"W. for 125.00 feet to a point on the North line of said Parcel 20; thence Westerly, Southerly, and Easterly along the North, West, and South lines respectively of said Parcel 20, said lines being described as follows: thence S.88°32'13"W. for 94.00 feet to a point of curvature; thence westerly, southwesterly and southerly along the arc of a curve to the left, having a central angle of 90°00'00" and a radius of 50.00 feet to a point of tangency; thence S.1°27'47"E. for 260.00 feet to a point of curvature; thence southerly, southeasterly and easterly along the arc of a curve to the left, having a central angle of 90°00'00" and a radius of 25.00 feet, for 39.27 feet to a point of tangency; thence N.88°32'13"E. for 20.00 feet to a point of curvature; thence easterly, southeasterly and southerly along the arc of a curve to the right, having a central angle of 90°00'00" and a radius of 25.00 feet, for 39.27 feet to a point of tangency; thence S.1°27'47"E. for 170.03 feet to a point of curvature; thence southerly, southeasterly and easterly along the arc of a curve to the left, having a central angle of 90°00'00" and a radius of 50.00 feet, for 78.54 feet to a point of tangency; thence N.88°32'13"E. for 90.00 feet to the Point of Beginning.

LESS THEREFROM the following four parcels:

RESIDENTIAL PARCEL 4

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 50.00 feet to a point on a curve, a radial line at said point being the extension of the last described course; thence southerly along the arc of a curve to the right (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet for 39.27 feet to a point of tangency; thence S.88°32'13"W. (along said South line) for 470.28 feet; thence N.01°27'47"W. for 40.00 feet to the Point of Beginning; thence continue N.01°27'47"W. for 145.88 feet; thence S.88°32'13"W. for 74.00 feet; thence S.01°27'47"E. for 145.88 feet; thence N.88°32'13"E. for 74.00 feet to the Point of Beginning.



RESIDENTIAL PARCEL 5

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 50.00 feet to a point on a curve, a radial line at said point being the extension of the last described course; thence southerly along the arc of a curve to the right (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet for 39.27 feet to a point of tangency; thence S.88°32'13"W. (along said South line) for 470.28 feet; thence N.01°27'47"W. for 203.88 feet to the Point of Beginning; thence continue N.01°27'47"W. for 84.38 feet; thence S.88°32'13"W. for 74.00 feet; thence S.01°27'47"E. for 84.38 feet; thence N.88°32'13"E. for 74.00 feet to the Point of Beginning.

RESIDENTIAL PARCEL 6

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 50.00 feet to a point on a curve, a radial line at said point being the extension of the last described course; thence southerly along the arc of a curve to the right (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet for 39.27 feet to a point of tangency; thence S.88°32'13"W. (along said South line and said South line extended) for 533.28 feet; thence N.01°27'47"W. for 301.77 feet to the Point of Beginning; thence continue N.01°27'47"W. for 84.38 feet; thence S.88°32'13"W. for 74.00 feet; thence S.01°27'47"E. for 84.38 feet; thence N.88°32'13"E. for 74.00 feet to the Point of Beginning.

RESIDENTIAL PARCEL 7

That portion of Parcel 20, WELLEBY UNIT SIX, as recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said Parcel 20; thence S.88°31'36"W. along the South line thereof for 149.99 feet; thence S.88°32'13"W. for 50.00 feet to a point on a curve, a radial line at said point being the extension of the last described course; thence southerly along the arc of a curve to the right (and along said South line), having a central angle of 90°00'00" and a radius of 25.00 feet for 39.27 feet to a point of tangency; thence S.88°32'13"W. (along said South line and said South line extended) for 533.28 feet; thence N.01°27'47"W. for 404.15 feet to the Point of Beginning; thence continue N.01°27'47"W. for 145.88 feet; thence S.88°32'13"W. for 74.00 feet; thence S.01°27'47"E. for 145.88 feet; thence N.88°32'13"E. for 74.00 feet to the Point of Beginning.

For: Palm Isles Development
Date: 1/16/84
Order No.: 8401128



EXHIBIT "C"

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

SEE ATTACHED

OFF 11432 PAGE 335

Hold on
to
Protect

JOHN E. STEPHENS, JR.
GUSTAFSON, STEPHENS, FERRIS, FORNAN & HALL
540 North Florida Street
Fort Lauderdale, Florida 33301

83-259460

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

WHEREAS, SUNRISE PROPERTIES, INC., a Florida corporation, (SUNRISE) is the owner of the fee title to the following described real property located in Broward County, Florida (the "Property"):

Welleby Unit 6, according to the Plat thereof, recorded in Plat Book 109, Page 37 of the Public Records of Broward County, Florida.

WHEREAS, SUNRISE intends to have the property improved and developed as an exclusive residential community, in accordance with the general plan of development for Welleby, a residential community located in the City of Sunrise, Florida;

WHEREAS, SUNRISE is presently the overall developer of the Welleby Community as hereinafter defined; and

WHEREAS, WELLEBY MANAGEMENT ASSOCIATION, INCORPORATED, (WELLEBY MANAGEMENT ASSOCIATION) is in control of enforcing the existing protective covenants in the Welleby Community and shall be in control of enforcing these protective covenants;

NOW THEREFORE, in consideration of the premises, SUNRISE hereby declares that the Property, and each and every parcel thereof, shall be and become bound by and 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:

ARTICLE ONE

DEFINITIONS

A. Welleby. All references herein to "Welleby" or to the "Welleby Community" shall refer to and shall pertain to the

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OFF REC 11432 PAGE 336

(Signature)

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 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 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 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. and its successors and assigns who is 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 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", 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", 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.

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.

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, representa-

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

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.

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 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, 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 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 Manage-

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ment 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.

ARTICLE SEVEN

ASSESSMENTS

The Management Association 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. 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 \$10,000.00) for which the regular assessments have been insufficient. Special assessments for additional permanent improvements to Common Areas 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 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 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 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 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 plat-
ted 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 appurte-
nant to such rental apartment building or complex, and the Resi-
dential Units comprising same. The lien of the Management Associ-
ation 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 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 un-
paid 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 (herein-
after referred to as an "Institutinal 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 assesments 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.

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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 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

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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 Welleby, 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 workman's compensation where required. 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. 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 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 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 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 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. The Developer shall have the right in its sole discretion to approve plans of a Welleby Developer for the construction of dock facilities on lands abutting lakes.

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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.

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, or wild animal 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, 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

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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.

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.

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 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 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. 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.

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.

IN WITNESS WHEREOF, Developer has caused these presents to be executed this 10th day of August, 1983.

Witness:

[Signature]
Kathleen G. Hudak

SUNRISE PROPERTIES, INC.

By [Signature]

Attest: [Signature]
1983 Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of August, 1983 by Dwight W. Jewett and Steven J. Feldman, the Vice President and Asst. Secretary respectively, of SUNRISE PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

[Signature]
Notary Public
Notary Public, State of Florida
My Commission Expires Aug. 27, 1987
Bonded This Year For \$20,000.00

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CONSENT OF MORTGAGEE LENDER

THE WILLIAM LYON COMPANY, a California corporation, successor in interest to THE LYON REALTY COMPANY, a California corporation, successor in interest to CONTINENTAL ILLINOIS REALTY, a California real estate investment trust, the Mortgage holder of the "Property" hereby consents to the execution and recordation of the Declaration of Protective Covenants.

Witness:

[Signature]
[Signature]

THE WILLIAM LYON COMPANY, a California corporation, successor in interest to THE LYON REALTY COMPANY, a California corporation, successor in interest to CONTINENTAL ILLINOIS REALTY a California real estate Investment trust

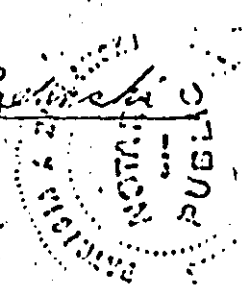
By: [Signature]
Vice President
Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Consent of Mortgagee to the Declaration of Protective Covenants was acknowledged before me this 27th day of August, 1983, by Maigold L. Fawcett and Steven J. Feldman the V.P. & Asst. Secretary, respectively, of THE WILLIAM LYON COMPANY on behalf of the corporation.

My Commission Expires:

Patricia A. Zolinski
Notary Public
Notary Public, State of Florida
My Commission Expires Aug. 27, 1987.
Bonded This Day For: Insurance, 100.



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RETURN TO:
MILLER & SCHWARTZ
4040 SHERIDAN STREET
HOLLYWOOD, FLORIDA 33021-3536

84- 28440

BY-LAWS

OF

PALM ISLES HOMEOWNER'S ASSOCIATION, NO. I, INC.

ARTICLE I

NAME AND LOCATION. The name of the Corporation is PALM ISLES HOMEOWNER'S ASSOCIATION, NO. I, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 9400 N.W. 48th Street, Sunrise, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Broward, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Palm Isles No. I shall be used herein with the same meanings as defined in said Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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49.00

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The initial Board of Directors shall consist of three (3) persons, who need not be members of the Association. The initial Board shall serve until the first annual membership meeting after the Class A membership exceeds that of the Class B membership's votes, at which time the members shall elect nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual membership meeting after the Class A membership exceeds that of the Class B membership's votes, the members shall select three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall select three (3) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of

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Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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

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

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

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

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

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

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable

charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

Section 7. Multiple Offices. Any two or more offices may be held by the same person except the office of President and Secretary.

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

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate

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

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments

which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area of abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Corporation Not For Profit". The Seal may be used by causing it or facsimile thereof to be impressed, affixed or otherwise reproduced.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

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

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STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared RICHARD BRAUN, to me well known to be the individual described in and who executed the foregoing instrument, and he acknowledged before me that he executed the foregoing instrument freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this the 11th day of January, 1984.

[Signature] (SEAL)
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES NOV 5 1984
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission Expires:

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared RONALD KRONHOLM, to me well known to be the individual described in and who executed the foregoing instrument, and he acknowledged before me that he executed the foregoing instrument freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this the 11th day of January, 1984.

[Signature] (SEAL)
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES NOV 5 1984
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission Expires:

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CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Palm Isles Homeowner's Association, No. I, Inc., a Florida Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 10th day of January, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 11th day of January, 1984.



Ronald Kronholm, Secretary

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

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