

87-226470

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
WESTBRIDGE

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR WESTBRIDGE (hereinafter referred to as the "Declaration") is made this 27 day of May, 1987 by ORIOLE HOMES CORP., a Florida corporation, its successors and assigns ("Developer") and is joined in by WESTBRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, the Developer is the owner in fee simple of the real property more particularly described in Exhibit A ("Subject Property") attached hereto and made a part hereof; and

WHEREAS, the term Subject Property shall also include the land described in Exhibit B attached hereto and made a part hereof if, as and when such land becomes subject to this Declaration by the recordation amongst the Public Records of the County of a "Supplement" or "Supplements" hereto; and

WHEREAS, in order to develop and maintain Westbridge as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Subject Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements, and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Developer hereby declares that the Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Subject Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns.

ARTICLE I  
DEFINITIONS

A. "Additional Land" means certain additional real property more particularly described in Exhibit B hereto, or any portion thereof, which may become subject to this Declaration by the recordation of a Supplement or Supplements amongst the Public Records of the County.

B. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit D.

C. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," "Guaranteed Assessments," and "Special Assessments" (as defined in Article VII hereof).

D. "Association" means Westbridge Homeowners Association, Inc., a Florida corporation not for profit.

E. "Association Property" means the recreation area which is Lots 182 and 183 as shown on the Plat.

F. "Attorneys' Fees" mean reasonable fees for attorney services incurred in connection with (a) preparation for litigation through and including all

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trial and appellate levels and postjudgment proceedings; and (b) collection of past due Assessments including, but not limited to, preparation of notices and liens.

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

H. "Budget" means the budget prepared annually by the Board which sets forth the total anticipated Operating Expenses for each calendar year.

I. "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit E.

J. "Contributing Lot" means any Lot conveyed by Developer exclusive of Lots 182 and 183.

K. "Contributing Lot Owner" means the Owner of a Contributing Lot.

L. "Corporation" means Welleby Management Association, Incorporated, a Florida corporation not for profit, organized to administer Welleby.

M. "Corporation Assessments" mean those assessments levied against each Lot by the Corporation including the cost of maintenance of the "Common Areas" (as defined in the Welleby Declarations) within Welleby.

N. "County" means Broward County, Florida.

O. "Declaration" means this document and any amendments and supplements hereto.

P. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assigns; provided, however, a purchaser of a Residence or Lot shall not be deemed a successor or assign of the Developer under this Declaration unless such purchaser is specifically so designated as such by the Developer.

Q. "Director" means a member of the Board.

R. "Institutional Mortgagee" means: (i) any lending institution having a first mortgage lien upon any portion of the Subject Property including, but not limited to, any of the following institutions; a federal or state savings and loan or building and loan association or commercial bank doing business in the State of Florida, or bank or real estate investment trust, or mortgage banking company licensed to do business in the State of Florida or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida, or a New York State banking corporation or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions, or their successors or assigns of such lenders ("Lenders") which have loaned money to the Developer and which hold a mortgage upon any portion of the Subject Property securing such a loan; (iii) such other Lenders as the Board shall hereafter approve in writing which have acquired a mortgage upon any portion of the Subject Property; (iv) a life insurance company doing business in the State of Florida and approved by the Commissioner of Insurance for the State of Florida; (v) any pension or profit sharing funds qualified under the Internal Revenue Code; (vi) the Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development if such entities have acquired a first mortgage upon any portion of the Subject Property; (vii) the Developer; or (viii) any "Secondary Mortgage Market Institution" including the Federal National Mortgage or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a mortgage upon any portion of the Subject Property.

S. "Lot" or "Lots" means a portion of the Subject Property as shown on the Plat, upon which a Residence is permitted to be erected.

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T. "Member" means a member of the Association.

U. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Westbridge Documents and includes, but is not limited to, the costs and expenses described in the Westbridge Documents as such and includes those incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association Property.

V. "Owner" means the owner or owners of the fee simple title to a Lot in the Subject Property and includes the Developer for so long as Developer owns fee simple title to a Lot.

W. "Plat" means the Plat of Welleby S.W. Quadrant as recorded in Plat Book 126, Page 48 of the Public Records of the County.

X. "Residence" means a detached single-family dwelling unit located within the Subject Property.

Y. "Subject Property" means the real property more particularly described in Exhibit A attached hereto and made a part hereof, and shall also include the land described in Exhibit B attached hereto and made a part hereof if, as and when such land described in Exhibit B becomes subject to this Declaration by the recordation amongst the Public Records of the County of a Supplement or Supplements hereto.

Z. "Supplement" or "Supplements" means a supplement to this Declaration recorded in the Public Records of the County which subjects all or a portion of the Additional Land to the Subject Property.

AA. "Turnover Date" means the earliest to occur of the following events: (i) three (3) months after the conveyance of ninety percent (90%) of the Total Residences (as defined in the Articles) by Developer as evidenced by the recording of instruments of conveyance of such Residences amongst the Public Records of the County; (ii) Five (5) years following the conveyance of the first Residence; or (iii) At such time as Developer shall designate in writing to the Association.

BB. "Welleby" means the multi-sectioned, planned residential community being developed on real property in the City of Sunrise in the County which is subject to a Declaration of Protective Covenants which provides that such real property is included within Welleby.

CC. "Welleby Declarations" mean the Declarations of Protective Covenants Covering the Development, Use and Enjoyment of Welleby, An Exclusive Residential Community, which provide that the Subject Property is included within Welleby. These declarations are recorded in Official Records Book 13300 at Page 161; Official Records Book 13776 at Page 282; Official Records Book 14239 at Page 533 of the Public Records of the County, and if all or a portion of the Additional Land is included in the Subject Property by the recordation of one or more Supplement(s) hereto, there shall be one or more such declarations recorded for the Additional Land.

DD. "Welleby Documents" means in the aggregate the Welleby Declarations, Articles of Incorporation and Bylaws of the Corporation, and all of the instruments and documents referred to therein.

EE. "Westbridge" means the planned residential community comprised of one hundred thirty (130) single family Lots and a recreation area comprised of two (2) Lots located within Welleby which are the subject of this Declaration; provided that Developer may add all or a portion of the Additional Land containing sixty-six (66) platted Lots to the Subject Property by recording one or more Supplements in the Official Records of the County, pursuant to Article XIII hereof.

FF. "Westbridge Documents" means in the aggregate this Declaration, the Articles and Bylaws of the Association and the Welleby Documents and all of the instruments and documents referred to therein.

ARTICLE II  
THE DEVELOPER'S RIGHT TO EXCLUDE  
CERTAIN PROPERTY FROM THE SUBJECT PROPERTY

Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the absolute right to exclude from the Subject Property (which has not previously been conveyed by the Developer), from time to time, any portion or portions of the Subject Property provided that such an exclusion shall only be accomplished by filing a statement ("Exclusion Statement") amongst the Public Records of the County which identifies the portion of the Subject Property thereby being excluded ("Excluded Property"). Excluded Property shall not be a part of the Subject Property and shall not be subject to this Declaration or the terms and provisions hereof as if such Excluded Property had never been included within the Subject Property under this Declaration.

ARTICLE III  
WELLEBY

The Subject Property is located within Welleby and each Owner and his Lot is subject to a particular Declaration of Protective Covenants Covering the Development, Use and Enjoyment of Welleby, An Exclusive Residential Community. Each such declaration (collectively, the Welleby Declarations) provides that the Corporation has been formed to operate and manage Welleby and enforce the protective covenants of the Welleby Declarations. The Welleby Declarations further provide that each owner of a residential unit in Welleby shall be a member of the Corporation. The Corporation has the right to levy and collect Corporation Assessments directly from each Owner. These Corporation Assessments shall be used to manage, operate and maintain all "Common Areas" (as defined in the Welleby Declarations) of Welleby and all areas of Welleby which are intended for the use and enjoyment of the public.

ARTICLE IV  
CERTAIN LAND USE CLASSIFICATIONS; RULES AND REGULATIONS

A. Single Family Lots

The Lots described in Exhibit A hereto (exclusive of Lots 182 and 183), are hereby declared to be "Residential Property" and "Single-Family Lots."

B. Association Property

The Association Property shall be used for recreational and social purposes by the Association and Owners and their family members, guests, invitees and lessees in accordance with this Declaration. Such portions of the Association Property upon which the Developer has constructed, or hereafter constructs, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements located, or to be located thereon. Developer reserves the right, but shall not be obligated to construct recreational facilities upon the Association Property or any other property. The decision as to whether to construct recreation facilities and the erection thereof shall be in the sole discretion of Developer. The Association Property will be conveyed by Developer to the Association within thirty (30) days after the Turnover Date. The Association Property is not intended to be and is not a "Common Area" (as defined in the Welleby Declarations). Therefore, residents of Welleby who do not reside in Westbridge cannot use the Association Property except as a guest of an Owner. The Association Property is to be maintained by the Association.

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C. Rules and Regulations

The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the Residential Property, and other portions of the Subject Property. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Westbridge Documents. The rules and regulations shall not apply to Developer as an Owner.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;  
BOARD; DURATION OF THE ASSOCIATION

A. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Westbridge Documents as same may be amended from time to time. The voting rights of the Members shall be as set forth in the Articles.

B. Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

C. Duration of Association

The duration of the Association shall be perpetual, as set forth in the Articles.

ARTICLE VI  
COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES;  
COVENANT TO PAY ASSESSMENTS FOR CORPORATION EXPENSES;  
ESTABLISHMENT AND ENFORCEMENT OF LIENS;  
CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Operating Expenses

In order to: (i) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Owners and their guests, invitees and lessees, there is hereby imposed upon each Contributing Lot and Contributing Lot Owner the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the "Individual Lot Assessments," "Guaranteed Assessments" and "Special Assessments" (as defined in Article VII hereof). Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot or Residence within the Subject Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Operating Expenses in accordance with the provisions of the Westbridge Documents. Notwithstanding anything in this Declaration to the contrary, the Developer shall not be obligated to pay Assessments on any Lots for so long as such Lots are owned by Developer. In addition, the Association and/or Developer shall not be obligated to pay Assessments on the Association Property.

B. Affirmative Covenant to Pay Corporation Assessments

In addition to being obligated to pay Assessments to the Association for Operating Expenses, each Owner shall also be obligated to pay Corporation Assessments to the Corporation in accordance with the provisions of the Welleby Documents.

C. Establishment of Liens

Any and all Assessments made by the Association in accordance with the provisions of this Declaration with interest thereon at the highest nonusurious rate allowed by law and costs of collection, including, but not limited to, Attorneys' Fees, are hereby declared to be a charge and continuing lien upon each Contributing Lot against which each such Assessment is made. Each Assessment against a Contributing Lot, together with interest thereon at the highest nonusurious rate allowed by law and costs of collection thereof, including, but not limited to, Attorneys' Fees, shall be the personal obligation of the Contributing Lot Owner of such Contributing Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Contributing Lot or chargeable to the former Contributing Lot Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Contributing Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

D. Collection of Assessments

In the event any Contributing Lot Owner shall fail to pay any Assessment, or installment thereof, charged to such Contributing Lot Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Contributing Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Contributing Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest nonusurious allowable rate, and all costs of collection thereof, including, but not limited to, Attorneys' Fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

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

4. To file an action at law to collect said Assessment plus interest at the highest nonusurious rate allowed by law, plus court costs and Attorneys' Fees, through all trial and appellate levels and postjudgment proceedings, without waiving any lien rights or rights of foreclosure in the Association.

5. To charge interest on such Assessment from the date it becomes due at the highest nonusurious rate allowed by law, as well as a reasonable

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late charge as determined from time to time by the Board to defray additional collection costs.

E. Collection by the Developer

In the event for any reason the Association shall fail to collect the Assessments, then in that event, the Developer shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by the Developer; using the remedies available to the Association against a Contributing Lot Owner as set forth above, which remedies (including, but not limited to, recovery of Attorneys' Fees) are hereby declared to be available to the Developer.

F. Rights of the Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

The Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Lots. Further, the Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. The Developer and any Institutional Mortgagees paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus interest at the highest nonusurious rate permitted by law and any costs of collection including, but not limited to, Attorneys' Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to the Developer if the Developer is entitled to reimbursement.

ARTICLE VII

METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in a budget ("Budget") prepared by the Board as required under the Westbridge Documents. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Contributing Lots by dividing the total anticipated Operating Expenses as reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth) by the total number of Contributing Lots which have been conveyed by the Developer (as evidenced by the recordation of a deed of conveyance), with the quotient thus arrived at being the "Individual Lot Assessment." Notwithstanding anything in the Westbridge Documents to the contrary, any assessment for legal expenses incurred by the Association to begin legal proceedings against the Developer shall be deemed an Operating Expense which is properly the subject of a Special Assessment.

B. Assessment Payments

The Individual Lot Assessments shall be payable quarterly, in advance, on the first day of each of January, April, July and October of each year. The Individual Lot Assessments, and the quarterly installments thereof, as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the number and status of Contributing Lots (thus apportioning all such Assessments and installments thereof among all Contributing Lots in existence at the time such installment is due) or changes in the Budget or in the event that the

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Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. When a Contributing Lot ("New Contributing Lot") comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, the New Contributing Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Contributing Lots in existence at the time of such Assessment, prorated from the date the New Contributing Lot comes into existence through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the New Contributing Lot came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

C. Maximum Increase in Individual Lot Assessments

For the calendar year 1990 and all calendar years subsequent thereto, the Association may increase the Individual Lot Assessment each calendar year by an amount not in excess of a percentage (computed as hereinafter set forth) of the Individual Lot Assessment for the previous calendar year. The percentage increase in the Individual Lot Assessment shall be determined by reference to the consumer price index for all urban consumers - US City Average ("All Cities"), all items as published by the United States Department of Labor, 1967 equal 100. In the event such consumer price index is discontinued, then reference shall be made to the most closely comparable index published by the United States Department of Labor (or otherwise published by the United States Government), or, if no such index is published by the United States Government, a comparable price index or formula. The maximum percentage increase shall be determined by comparing the index for eighteen (18) months prior to the January 1st of the year in question with the index for six (6) months prior to the January 1st of the year in question with the percentage increase in the index being the maximum permitted percentage increase in the Individual Lot Assessment. The Association may, however, increase the Individual Lot Assessment above such amount upon the assent of at least two-thirds (2/3) of the Members of the Association present in person or by proxy at a meeting called for that purpose and held in accordance with the Bylaws at which the Contributing Lot Owners owning at least sixty percent (60%) of the Contributing Lots are present either in person or by proxy. Notwithstanding the foregoing requirement for a quorum, if a sixty percent (60%) quorum requirement is not obtained, then a second meeting of the Contributing Lot Owners shall be called at which meeting not less than the Contributing Lot Owners owning one-third (1/3) of the Contributing Lots shall constitute a quorum.

D. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Westbridge Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Guaranteed Assessment (as hereinafter defined) under any of the Westbridge Documents (including, but not limited to, this Declaration) and any such Special Assessments assessed against Contributing Lots and Contributing Lot Owners thereof shall be paid by such Contributing Lot Owners in addition to any such Guaranteed Assessments. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment provided that no Contributing Lot owned by the Developer shall be subject to any Special Assessments without the prior written consent of the Developer. Any Contributing Lots owned by the Developer which are not subject to a Special Assessment shall not be deemed to be Contributing Lots in determining the respective amount of such Special Assessments being assessed against the Contributing Lots subject thereto. Special Assessments shall be

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paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment shall require the affirmative assent of at least two-thirds (2/3) of Members, represented in person or by proxy at a meeting called and held in accordance with the Bylaws. Notwithstanding anything in the Westbridge Documents to the contrary, any assessment for legal expenses incurred by the Association to begin legal proceedings against the Developer shall be deemed an Operating Expense which is properly the subject of a Special Assessment.

E. Liability of Contributing Lot Owners for Individual Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot or Residence in the Subject Property, each Owner thereof acknowledges that each Contributing Lot and the Contributing Lot Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments (as to Special Assessments, subject to the limitations thereon relating to Contributing Lots owned by the Developer) as well as for all Assessments for which they are liable as provided for herein. Such Contributing Lot Owners further recognize and covenant that they are jointly and severally liable with the Contributing Lot Owners of all Contributing Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments insofar as Contributing Lots owned by the Developer are concerned and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner who is or becomes a Contributing Lot Owner, for himself and his heirs, executors, successors and assigns, that in the event Contributing Lot Owners fail or refuse to pay their Individual Lot Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Contributing Lot Owners may be responsible for increased Individual Lot Assessments or Special Assessment or other Assessments due to the nonpayment by such other Contributing Lot Owners, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and the Developer in the same manner as all other Assessments hereunder as provided in this Declaration. The limitations applicable to Contributing Lots owned by the Developer insofar as Special Assessments are concerned also apply to any portion of an Assessment arising from the failure of any Contributing Lot Owner to pay a Special Assessment or any portion thereof.

F. Guaranteed Assessment During Guarantee Period

Developer covenants and agrees with the Association and the Contributing Lot Owners that for the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of the following: (i) the Turnover Date; or (ii) December 31, 1988 ("Guarantee Period"), that the annual Individual Lot Assessment will not exceed the amount set forth in the initial operating budget of the Association ("Guaranteed Assessment") and that Developer will pay the difference, if any, between the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) incurred by the Association during the Guarantee Period and the amounts assessed as Guaranteed Assessments against a Contributing Lot. Thus, during the Guarantee Period, Owners shall not be obligated to pay Assessments other than the Guaranteed Assessment and Special Assessments. Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Owner shall be deemed to have acknowledged and agreed that Developer is making no guarantee as to the Corporation Assessments.

After the Guarantee Period terminates, each Owner shall be obligated to pay Assessments as set forth in the Westbridge Documents.

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G. Developer's Guaranteed Assessment Not the Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Owner by the acceptance of a deed or other instrument of conveyance of a Lot or Residence within the Subject Property shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than the Developer) or any successors or assigns of such Institutional Mortgagee, or any person acquiring title to any part of the Subject Property by reason of the foreclosure of an Institutional Mortgage or deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of the Developer: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Westbridge Documents; or (ii) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Contributing Lots and the Contributing Lot Owners thereof during the Guarantee Period as may be provided for in any of the Westbridge Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of the Developer to guarantee the amount of the Assessments as herein provided.

H. Working Capital Contribution

Each Owner who purchases a Residence from the Developer shall pay to the Association at the time legal title is conveyed to such Owner a "Working Capital Contribution." The Working Capital Contribution shall be an amount equal to no less than one-sixth (1/6) of the annual Individual Lot Assessment then applicable to such Residence. The purpose of the Working Capital Contribution is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Capital Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments.

ARTICLE VIII  
OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Association Property and of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect and which the Contributing Lot Owners are obligated to pay as provided herein or as may be otherwise provided in the Westbridge Documents.

A. Taxes

Any and all taxes or special assessments levied or assessed at any and all times upon any Association Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Association Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

B. Utility Charges

All charges levied for utilities providing services for the Association Property (including, but not limited to, any gate and/or telephone entrance system) or providing services for the Residences though not separately metered to such Residences, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge. Notwithstanding the foregoing, any and all utility charges required

to operate any entrance feature to Westbridge, whether or not such is located on Association Property, shall be deemed an Operating Expense.

C. Insurance

The premiums on any policy or policies of insurance required to be maintained under the Westbridge Documents and the premiums on any policy or policies of insurance which the Association determines to maintain even if not required to be so maintained under the Westbridge Documents.

D. Maintenance, Repair and Replacement

Any and all expenses necessary to: (i) maintain and preserve the Association Property; (ii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the Association, and fixtures and equipment upon the Subject Property in a manner consistent with the covenants and restrictions contained herein and in the Westbridge Documents, and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iii) maintain and repair the portions of the Subject Property which are the responsibility of the Association as provided for in the Westbridge Documents including, without limitation, any entrance sign(s) placed by Developer or the Association upon the portion of Lots 1, 155 and 156 of the Plat, more particularly described in Exhibit C hereto; the boundary wall ("Boundary Wall") installed by Developer on the portion of Lots 1 through 7, inclusive, and Lot 176 adjacent to Hiatus Road.

E. Administrative and Operational Expenses

The costs of administration for the Association in the performance of its functions and duties under the Westbridge Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise-related entity of the Developer) to assist in the operation of the Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Westbridge Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses.

F. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Association Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be an Operating Expense.

G. Indemnification

The Association covenants and agrees that it will indemnify and hold harmless the Developer, its shareholders, officers, and directors from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Association Property and improvements thereof and thereon, and from and against all costs, expenses, Attorneys' Fees and liabilities incurred by the Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may

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be entered thereon. The Association shall also indemnify the Developer for any expense the Developer may incur in bringing any suit or action for the purpose of enforcing the rights of the Developer under any of the Westbridge Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be an Operating Expense, provided that the amount of any Assessment arising therefrom shall be in addition to, and not part of, any Guaranteed Assessment provided for in the Westbridge Documents, and shall not be assessed against any Residence or Lot owned by the Developer.

H. Failure or Refusal of Contributing Lot Owners to Pay Assessments

Funds needed for Operating Expenses due to the failure or refusal of Contributing Lot Owners to pay Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Contributing Lot Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Contributing Lots owned by the Developer.

I. Extraordinary Items

Extraordinary items of expense under the Westbridge Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon with respect to Contributing Lots owned by the Developer.

J. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Westbridge Documents must also be approved by a majority vote of the Members present at any Members' meeting having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

K. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair, and replacement of the Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Operating Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same. During the Guarantee Period, the Board need not include any Reserves in the Budget. The Developer shall not be subject to any Assessment for Reserves without its prior written consent.

L. Corporation Assessments

Corporation Assessments, if any, which are properly assessed against the Association Property shall be an Operating Expense.

M. Miscellaneous Expenses

The cost of any item of cost or expense pertaining to or for the benefit of the Association or the Association Property, or any part thereof, not herein specifically enumerated and which is determined to be an

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appropriate item of Operating Expense by the Board shall be an Operating Expense.

ARTICLE IX  
INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

A. Public Liability Insurance

A comprehensive policy or policies of general liability insurance naming the Association and, for so long as Developer owns any Lot, the Developer as named insureds thereof and including the Owners as insureds thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the Association is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Association Property; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Association Property in developments similar to the Subject Property in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, the Developer or any other Owners or deny the claim of either the Developer or Association because of negligent acts of the other or the negligent acts of an Owner.

B. Building Insurance

Insurance for all buildings or equipment located on the Association Property, if any, in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof with an "Agreed Amount and Inflation Guard Endorsement," if available, a "Construction Code Endorsement," (including a "Demolition Cost Endorsement," "Contingent Liability from Operation of Building Laws Endorsement" and an "Increased Cost of Construction Endorsement") or its equivalent, if necessary. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, and other items normally excluded from coverage. The Board may determine the kinds of coverage and proper and adequate amount of insurance. Such insurance shall afford protection against at least the following:

1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and

2. such other risks as shall customarily be covered with respect to areas similar to the Association Property in developments similar to the Subject Property in construction, location and use.

C. Flood Insurance

If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available, under the National Flood Insurance Program, which flood insurance shall be in the form of a standard

policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

D. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. The Institutional Mortgagee holding the highest dollar indebtedness encumbering any portion of the Subject Property ("Lead Mortgagee") shall have the right, for so long as it holds such highest dollar indebtedness, to approve the form of such insurance policies, the amounts thereof, the company or companies which shall be the insurers under such policies, and the insurance agent or agents.

2. In the event the Association receives proceeds in excess of Five Thousand Dollars (\$5,000) as a result of damages to all or any portion of the Association Property, then the Association shall distribute such funds in the following manner:

(i) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Association Property and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work.

3. In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Board shall hold a special meeting to determine a Special Assessment against all Owners (other than Developer unless Developer consents to such Special Assessment in writing) to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Residences setting forth the date or dates of payment of the same.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Association Property, any excess insurance proceeds remain in the hands of the Board, then such excess shall be disbursed to all Owners other than Developer on a pro rata basis. However, in the event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Board shall be distributed to the Owners in proportion to their contributions by way of Special Assessment.

Notwithstanding anything in this Article IX to the contrary, the amounts set forth for the purchase of insurance hereunder are the minimum amounts to be purchased. Therefore, the Association may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by the Developer or the Association as to the proper amount or kinds of insurance required.

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E. Fidelity Coverage

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

1. Such bonds shall name the Association as an obligee;
2. Such bonds shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Residences, plus the Reserves, if any; and
3. Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

F. Cancellation or Modification

All insurance policies purchased by the Association shall provide that they may not be cancelled (including for nonpayment of premiums) or substantially modified without at least ten (10) days' prior written notice to the Association and to each first mortgage holder named in the mortgage clause.

G. Condemnation

In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Lots, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

ARTICLE X  
EASEMENTS

A. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Subject Property under this Declaration.

B. Grant and Reservation of Easements

The Developer hereby reserves and grants the following perpetual easements over and across the Subject Property as covenants running with the Subject Property for the benefit of the Owners and the Association as hereinafter specified for the following purposes:

1. Utility and Services Easements

An easement or easements to provide for installation, service, repair and maintenance of the equipment required to provide utility services including (but not limited to) power, electric transmission, television cable, light, telephone, gas, water, sewer and drainage, and governmental services including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies; provided that all facilities for any of the foregoing shall be installed underground except those aboveground facilities as shall be permitted in writing by the Association.

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2. Easement for Encroachment

An easement for encroachment in favor of an Owner in the event any portion of his Residence or appurtenant improvements such as a fence now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey, construction or due to settlement or movement. Such encroaching improvements installed by Developer shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Owner thereof or his designees.

3. Easement to Enter Upon Lots

An easement or easements for ingress and egress in favor of the Association including the Board or the designees of the Board to enter upon the Lots for the purpose of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Westbridge Documents, including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.

4. Easement Over Association Property

An easement of enjoyment in favor of all Owners and their lessees and their family members and guests in and to the Association Property which shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) the right of the Association to suspend the voting rights and rights to use the Association Property of any Owner for any period during which Assessments against his Lot(s) remain unpaid; and

(b) The Association shall have the right to grant permits, licenses, and easements over the Association Property for utilities, and other purposes reasonably necessary or useful for the proper maintenance or operating of the Subject Property.

(c) all provisions set forth in the Westbridge Documents.

5. Sign Easement

An easement or easements in favor of the Association by the Board or the designees of the Board to enter upon the portion of Lots 1, 155 and 156 of the Plat, more particularly described in Exhibit C attached hereto and made a part hereof, for: (i) the placement, maintenance and/or replacement of sign(s) designating the entrance to Westbridge; and (ii) the placement, maintenance and/or replacement of an electric panel.

6. Boundary Wall Easement

An easement or easements in favor of the Association by the Board or the designees of the Board to enter upon the portion of Lots 1 through 7, inclusive, and Lot 176, adjacent to Hiatus Road, for the placement, maintenance, repair and/or replacement of the Boundary Wall on those Lots.

C. Assignments

The easements reserved hereunder may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of the Developer. The Owners hereby authorize the Developer and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Subject Property or portions thereof in accordance with the provisions of this Declaration subject to the limitations set forth in Paragraph X.D hereof.



D. Limitation of Easements

No such easements shall be permitted or deemed to exist which cause any buildings, permanent structures or other permanent facilities within the Subject Property which have been constructed: (i) in accordance with this Declaration and the other Westbridge Documents; and (ii) prior to the use of such an easement; to be materially altered or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with this Declaration and the other Westbridge Documents prior to the actual use of such easement. The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence or driveway) provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alteration or removal of a fence or a temporary excavation within a driveway) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter.

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to the Developer shall terminate upon the Developer no longer holding any Lots or Residences, or interests in such on the Subject Property, for sale in the ordinary course of business provided, however, that all easement rights reserved or granted to the Developer hereunder shall not terminate so long as Developer has the right to add Additional Land to the Subject Property in accordance with the provisions of Article XIII herein; in addition, the easement rights granted or reserved by the Developer hereunder are not to be construed as creating an affirmative obligation to act on the part of the Developer.

ARTICLE XI  
CERTAIN ACTIVITIES RESTRICTED  
OR PROHIBITED ON THE SUBJECT PROPERTY

A. Single-Family Residence

Detached single-family homes shall be the only dwelling units constructed on the Residential Property. The Residences shall be for single-family use only. No commercial occupation or activity may be carried on the Subject Property except as such occupation or activity is permitted to be carried on by Developer under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

B. Removal of Trees

No tree or shrub, the trunk of which exceeds two inches (2") in diameter and forty-eight inches (48") in height, shall be cut down or otherwise removed without the express prior written consent of the Association. Such consent for removal shall be given where necessary for the construction of the Residence and other permitted improvements, provided that the consent for such removal may nevertheless be conditioned upon and require that the tree or shrub in question be transplanted to another part of the Lot in question.

C. Swales

Each Owner must keep completely sodded and maintained the "Swale(s)" lying in the rights-of-way between each Owner's Lot and the paved street(s) abutting same, unless prohibited by applicable governmental requirements. The underground sprinkler system required to be installed on the sodded portion of the Lot shall have "heads" that will water the sodded areas of such Swale(s). Each Owner must maintain such heads to insure that the sodded portion of the

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Swale(s) is adequately watered. Each Owner shall be required to maintain the Swale areas required to be sodded by such Owner as above set forth in the same manner as the sodded areas of each such Owner's Lot except that no Owner shall plant any trees or shrubs or the like in or on a Swale area.

D. Fences

Developer shall install a fence on the rear of Lots 121 through 123, inclusive; Lots 126 through 128, inclusive; Lots 131 through 133, inclusive; Lots 136 through 138, inclusive; and Lots 142 through 148, inclusive. The Owner of any such Lot shall maintain, repair and replace both sides of the fence on his Lot. Any other fences on the Subject Property, with the exception of the Boundary Wall (as defined in Paragraph VIII.D hereof) shall also be maintained, repaired and replaced by the Owner of the Lot on which such fence is located.

E. Temporary Buildings, Etc.

No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Subject Property except in connection with construction, development, leasing or sales activities permitted under the Westbridge Documents. No temporary structure may be used as a Residence.

F. Boats, Recreational Vehicles, and Commercial Vehicles

The second paragraph of Article Sixteen of the Welleby Declarations provides that the use of any carport, driveway, parking area or "Open Land Area" (as defined in the Welleby Declarations) located in Welleby as a habitual parking place for any boat, recreational vehicle, or commercial vehicle is prohibited, except as to those vehicles necessary in the development, maintenance and management of Welleby; provided, however, that the developer of Welleby in its sole discretion may set aside certain areas within Welleby for said boats and recreational vehicles. The term "recreational vehicle" includes all campers, motor homes, trailers, boat trailers, and vans with commercial symbols or signs. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used for commercial purposes.

Except for vehicles furnishing goods and services to the Subject Property during daylight hours, no trailer, boat, van, truck, jeep or camper shall be permitted on any portion of the Subject Property unless approved in writing by the Board. The Board shall have the right to promulgate additional rules and regulations with respect to boats, recreational vehicles, and commercial vehicles.

G. Signs

The first paragraph of Article Sixteen of the Welleby Declarations provides that no sign of any character shall be displayed or placed upon any platted lot or parcel in Welleby, including "For Rent" and "For Sale" signs, except upon the written approval of the Corporation, and except for those deemed necessary by the developer of Welleby or by the Developer in the construction and development of Welleby. The Board shall have the right to promulgate additional rules and regulations respecting signs.

H. Animals and Pets

Only common household pets may be kept on any Lot or in a Residence but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Subject Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Developer and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Subject Property.

I. Additions and Alterations

No Residence shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Residence, including, without limitation, the painting, staining, or varnishing of the exterior of the Residence, without the prior written approval of the Board, which approval may be withheld for purely aesthetic reasons.

J. Casualties

In the event a Residence or any part thereof is damaged or destroyed by casualty or otherwise, the Owner thereof shall promptly clear all debris resulting therefrom and commence either to repair, rebuild or reconstruct the Residence or to grass over and landscape the land previously underlying the Residence in a sightly manner.

K. Plans and Specifications

Any repair, rebuilding or reconstruction on account of casualty or other damage to any Residence, shall be substantially in accordance with the plans and specifications for such property as originally constructed or with new plans and specifications approved by the Board; however, any material or substantive change in new plans and specifications approved by the Board from the plans and specifications of previously constructed property shall require the written approval of Institutional Mortgagees holding mortgages encumbering at least two-thirds (2/3) of the Lots so encumbered. The Board and the Association make no representations or warranties in the approval of new plans and specifications and, thus, assumes no liability in this regard

L. Barbecues

Owners shall be permitted to locate and utilize barbecues only upon their respective Lots behind their respective Residences; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

M. Increase in Insurance Rates

No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Subject Property not owned by such Owner.

N. Water Supply

No wells or individual water supplies shall be permitted except for sprinkler systems in compliance with all applicable governmental requirements.

O. Mailboxes and Other Delivery Boxes

Until determined otherwise by the Association and the United States Postal Service, there shall be no individual mailboxes on a Lot or Residence. Instead, group mailboxes shall be placed throughout Westbridge and shall be maintained by the United States Postal Service and/or the Association. In the event that the Association and the United States Postal Service determine at a later date to allow individual mailboxes on each Lot, such mailboxes shall not be installed without the prior written consent of the Association, which consent may be withheld based on aesthetic reasons.

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P. Clotheslines

No clotheslines or clothes drying, which is visible from outside a Residence, shall be undertaken or permitted on the Subject Property.

Q. Aerials

No antennae, satellite dish, aerials or the like shall be placed upon the Subject Property unless wholly contained within a Residence and not visible from outside the Residence without the prior written approval of the Association, which approval may be denied for purely aesthetic reasons.

R. Certain Rights of Developer

The provisions, restrictions, terms and conditions of this Article XI shall not apply to the Developer as an Owner.

S. Additional Restrictions

Additional provisions, restrictions, terms and conditions are set forth in the Welleby Declarations.

ARTICLE XII  
MAINTENANCE OF THE SUBJECT PROPERTY

In order to further establish and preserve the Subject Property each Owner covenants and shall be obligated at all times to maintain all portions of his Residence (including, but not limited to, walls, roofs, utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances located upon or under his Lot, and all glass and screens in windows and doors) and Lot (including, but not limited to, fences, lawns, shrubbery, and landscaping but not including the Boundary Wall or the sign(s) and electric panel referred to in Paragraphs X.B(5) and (6) hereof which the Association is obligated to maintain) as well as the Swales in a neat and aesthetically pleasing and proper condition and good repair. If an Owner is merely the owner of a Lot without a Residence thereon, the Owner thereof shall be required to maintain his Lot in an aesthetically pleasing manner. In the event that any Owner fails to maintain his Residence and/or Lot (and such Swales) in accordance with this covenant and otherwise provide any maintenance required under the Westbridge Documents ("Defaulting Owner"), the Association shall have the right, though not the obligation, upon thirty (30) days' written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance and/or repairs described in the notice. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and Attorneys' Fees) shall be assessed against the Defaulting Owner and shall become a lien upon the Lot and/or Residence of the Defaulting Owner. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County of a written statement claiming such a lien on behalf of the Association and setting forth the amount due which shall bear interest from the date thereof at the highest nonusurious rate allowed by law. The Association shall have all rights and remedies with respect to the enforcement and collection of such lien as the Association would have with respect to liens for Assessments as provided for in this Declaration. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction thereof in recordable form.

In the event that the Association fails to maintain such portions of the Subject Property as the Association is required to maintain in accordance with the Westbridge Documents, the Developer shall have the right, but not the obligation, upon thirty (30) days' written notice to the Association, to enter upon the Subject Property for the purpose of performing the maintenance and/or repairs described in such notice to the Association. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and Attorneys' Fees) shall be assessed by the Developer against the Owners as if same were a Special Assessment (and thus subject to the limitations with respect to Special Assessments as provided for in the Westbridge Documents) and shall be assessed, levied, collected and

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enforced by the Developer in the same manner as the Association might assess, levy, collect and enforce same, with the Developer having all of the rights of the Association to so assess, levy, collect and enforce the same.

ARTICLE XIII  
ADDITIONAL LAND

A. Additional Land

The Additional Land and any and all improvements now or hereafter constructed thereon may become subject to this Declaration and hence part of the Subject Property. It is contemplated that the Subject Property and the Additional Land, if fully developed, will contain not more than one hundred ninety-six (196) Residences.

The Additional Land, or any part thereof, may be made part of the Subject Property subject to this Declaration by the recordation amongst the Public Records of the County of a "Supplement" or Supplements. The future improvements upon the Additional Land, if any, if made a part of the Subject Property, will be of compatible style and quality to the improvements located on the Subject Property.

B. Termination of Plan

Notwithstanding any provision of this Declaration to the contrary, nothing herein shall require or obligate Developer to file or record a Supplement as to any part of the Additional Land or to develop the Additional Land in the manner set forth in Paragraph A of Article XIII hereof. In the event Developer does not add any portion of the Additional Land as part of the Subject Property, nothing herein contained shall affect the Developer's right to develop such portion of the Additional Land in any manner determined by Developer, provided such development is in accordance with applicable governmental regulations.

C. Effect of Filing a Supplement

The following shall apply upon the filing of a Supplement with respect to all or any part of the Additional Land:

1. That part of the Additional Land which is the subject of a recorded Supplement shall be deemed to be part of the Subject Property subject to this Declaration ("Annexed Land").

2. Each owner of a dwelling unit located on the Annexed Land shall be deemed an Owner of a Residence under this Declaration and shall be subject to all the rights, obligations, covenants, restrictions and easements of Owners set forth in this Declaration.

3. Each dwelling unit located on the Annexed Land shall be deemed a Residence and each owner thereof shall be subject to Assessments (and lien rights and other remedies) and the other obligations and rights hereunder in the same manner and to the same extent as if the Annexed Land was originally part of the Subject Property.

4. The Annexed Land shall be subject to such further covenants, restrictions and easements as are set forth in the Supplement or Supplements therefor which are consistent with the intent and purposes of this Declaration.

5. Notwithstanding anything herein to the contrary, Developer reserves the right to amend this Declaration, which amendment may be made by Developer alone without the consent of the Owners, to record a Supplement or Supplements amongst the Public Records of the County adding all or part of the Additional Land.

D. Termination Date

Notwithstanding any provision herein to the contrary, the right of Developer to record a Supplement or Supplements with respect to the Additional Land or any part thereof shall terminate upon the earlier of:

1. Seven (7) years after the date of the recording of this Declaration amongst the Public Records of the County; or

2. The recording by the Developer amongst the Public Records of the County of a termination statement reflecting the termination of any right of Developer to record thereafter, in the manner contemplated hereunder, a Supplement or Supplements with respect to the Additional Land, or any part thereof.

ARTICLE XIV  
GENERAL PROVISIONS

A. Conflict with Welleby Declarations

In the event of any conflict between the provisions hereof and the provisions of the Welleby Declarations, the provisions of the Welleby Declarations shall control, except that the provisions of this Declaration may be more restrictive than the provisions of the Welleby Declarations.

B. Conflict with Other Westbridge Documents

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

C. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Residence owned by such Owner; and (ii) the Association, certified mail, return receipt requested, at 1151 Northwest 24th Street, Pompano Beach, Florida 33064, or such other address as the Association shall hereinafter notify the Developer and the Owners of in writing; and (iii) the Developer, certified mail, return receipt requested, at 1151 Northwest 24th Street, Pompano Beach, Florida 33064, or such other address or addresses as the Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in the Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for the Developer as reflected by the Association records.

D. Enforcement

The covenants and restrictions herein contained may be enforced by the Developer (so long as Developer holds an equitable or legal interest in any Lot or has the right to add the Additional Land), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Subject Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or

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provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Attorneys' Fees.

E. Captions, Headings and Titles

Article and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

F. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any Court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

H. Subordination

The Developer and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Subject Property and any additional or replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements to take place upon any portion of the Subject Property. While the provisions of this Paragraph are self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of interests to any such mortgages and shall do so forthwith upon request of the Developer.

I. Certain Rights of the Developer

Notwithstanding anything to the contrary herein contained, no improvements constructed or installed by the Developer shall be subject to the approval of the Association or the provisions and requirements of this Declaration, although it is the intent of the Developer to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, the Developer reserves and the Developer and its nominees shall have the right to enter into and transact on the Subject Property any business necessary to consummate the sale, lease or encumbrance of Residences or real property including, but not limited to, the right to maintain models and a sales and/or leasing office, place signs, employ sales and leasing personnel, use the Association Property and show Residences, and the Developer reserves and shall have the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Subject Property. The Developer and its nominees may exercise the foregoing rights

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without notifying the Association. Any such models, sales office, signs and any other items pertaining to such sales or leasing efforts shall not be considered a part of the Association Property and shall remain the property of the Developer. This Paragraph I may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by the Developer. This right of use and transaction of business as set forth herein, the provisions of Paragraph R of Article XI, and the other rights reserved by the Developer in the Westbridge Documents may be assigned in writing by the Developer in whole or in part. For the purposes of this Paragraph I, the term "Developer" shall include any "Lender" which has loaned money to the Developer to acquire or construct improvements upon the Subject Property or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Subject Property as a result of the foreclosure of any mortgage encumbering any portion of the Subject Property securing any such loan to the Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of the Developer as set forth in this Paragraph I, which are in addition to, and are no way a limit on, any other rights or privileges of the Developer under any of the Westbridge Documents, shall terminate upon the Developer no longer owning any portion of the Subject Property (or having any equitable or legal interest therein) or upon such earlier date as the Developer shall notify the Association in writing of the Developer's voluntary election to relinquish the aforesaid rights and privileges.

J. Disputes as to Use

In the event there is any dispute as to whether the use of the Subject Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by the Developer of the Subject Property or any parts thereof in accordance with Paragraph I of this Article XIV shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

K. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by the Developer without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not impair the common plan of development of Westbridge, provided, however, that the Association shall, forthwith upon request of the Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Developer shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Contributing Lot Owners owning two-thirds (2/3) of all Contributing Lots together with; (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Contributing Lot Owners owning two-thirds (2/3) of the Contributing Lots may be evidenced by a writing signed by the required number of Contributing Lot Owners or by the affirmative vote of the required number of Contributing Lot Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Developer alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.



4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Developer, the Association or of any Institutional Mortgagee under this Declaration or any other of the Westbridge Documents without the specific written approval of such Developer, Association or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his guests, invitees and lessees to utilize or enjoy the benefits of the then existing Association Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Paragraph 0 of this Article XIV and any such amendment shall be deemed to impair and prejudice the rights of the Developer hereunder.

5. A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Association to the Developer and to all Institutional Mortgagees holding a mortgage on any portion of the Subject Property requesting notice. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of the County.

#### L. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to the Developer.

#### M. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Subject Property and inure to the benefit of the Developer, the Association, Owners, and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99)-year term or the ten (10)-year extension during which such instrument was recorded.

#### N. Rights of Mortgagees

##### 1. Right to Notice

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Westbridge Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subject Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Residence upon written request to the Association.

## 2. Rights of Listed Mortgagee

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Residence and the legal description of such Residence, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Residence; and

(d) Any failure by an Owner owning a Residence encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Westbridge Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

## 3. Right of Listed Mortgagee to Receive Financial Statement

Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

### O. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Westbridge Documents;

(c) the enforcement of the use and occupancy restrictions contained in the Westbridge Documents;

(d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) or

(e) filing a compulsory counterclaim.

### P. Leases

Each lease entered into by an Owner shall provide, and if it does not provide it shall be deemed to provide, that: (i) the lessee thereunder shall be subject to all the Westbridge Documents and shall abide by and be obligated to maintain the Lot and Residence to the same extent as the lessor and that failure to abide by the foregoing shall be deemed a material default under the terms of the lease; and (ii) the Association shall have the right to enforce

the terms of the lease as the agent of lessor. Notwithstanding the foregoing, an Owner who leases his Residence shall remain liable for all the obligations set forth in the Westbridge Documents. The provisions of this Paragraph P of Article XIV shall not be applicable to the lessees of Developer.

Q. Compliance with Provisions

Each Owner, by acceptance of a deed or other instrument of conveyance, agrees to be bound by and to comply with the provisions of the Declaration and Welleby Declarations.

IN WITNESS WHEREOF, this Declaration for Westbridge has been signed by the Developer and joined in by the Association on the respective dates set forth below.

Signed, Sealed And Delivered  
In The Presence Of:

ORIOLE HOMES CORP.

*Edward J. Gray*  
*Lorena C. Brakam*  
(Witnesses as to Oriole Homes Corp.)

By: *[Signature]*  
A. Nunez, Sr. Vice President,  
Attest: *[Signature]*  
Mary Ann Ryan, Assistant Secretary (SEAL)

Date: May 27, 1987

WESTBRIDGE HOMEOWNERS ASSOCIATION, INC.

*Edward J. Gray*  
*Jan Wilson*  
(Witnesses as to Westbridge Homeowners Association, Inc.)

By: *[Signature]*  
JoAnn Levy, Vice President  
Attest: *[Signature]*  
Patricia C. Pfund, Sect (SEAL)

Date: May 27, 1987

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3/26/87

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, A. Nunez and Mary Ann Ryan, the Sr. Vice President and Asst. Sect. of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such persons, and acknowledged the execution thereof to be their free act and deed as such persons for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 27 day of May, 1987.

[Signature] (SEAL)  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT 3, 1989

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, JoAnn Levy and Patricia C. Pfund, the Vice President and Sect. of WESTBRIDGE HOMEOWNERS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such persons, and acknowledged the execution thereof to be their free act and deed as such persons for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 27 day of May, 1987.

[Signature] (SEAL)  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT 3, 1989

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EXHIBIT A

Legal Description of Subject Property

Lots 12 through 16, inclusive; Lots 53 through 56, inclusive; Lots 67 through 167, inclusive; and Lots 177 through 198, inclusive; included within the Plat of WELLEBY S.W. QUADRANT as recorded in Plat Book 126 at Page 48, of the Public Records of Broward County, Florida ("Plat"), subject to the dedications set forth thereon.

2187M/7  
3/26/87

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EXHIBIT B

Legal Description of Additional Land

Lots 1 through 11, inclusive; Lots 17 through 52, inclusive; Lots 57 through 66, inclusive; and Lots 168 through 176, inclusive; within the Plat of WELLEBY S.W. QUADRANT as recorded in Plat Book 126 at Page 48, of the Public Records of Broward County, Florida, subject to the dedications set forth thereon.

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EXHIBIT C

Legal Description of Sign Easement

LAND DESCRIPTION

WELLEBY S.W. QUADRANT  
LOT 1, LANDSCAPE EASEMENT

A portion of Lot 1, of "WELLEBY S.W. QUADRANT", City of Sunrise, Broward County, Florida, according to the Plat thereof, as recorded in Plat Book 126, Page 48 of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 1, said corner also being located on the southerly right-of-way line of Northwest 32nd Place, (50' wide);

THENCE South  $89^{\circ}14'47''$  West, along said southerly right-of-way line, 30.51 feet to the POINT OF BEGINNING;

THENCE South  $00^{\circ}45'13''$  East, perpendicular to the last described line, 22.50 feet;

THENCE South  $49^{\circ}46'41''$  West, 6.36 feet;

THENCE North  $79^{\circ}41'22''$  West, 22.50 feet to the intersection with the easterly line of a twelve foot (12') Right Turn Deceleration Easement, as shown on the said Plat of WELLEBY S.W. QUADRANT, said intersection also being a Point of Reverse Curve and through which a radial line bears North  $79^{\circ}41'22''$  West;

THENCE along said easterly line, and the arc of a curve concave to the Southeast, having a radius of 27.50 feet and a delta of  $78^{\circ}56'09''$ , an arc distance of 37.89 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, and containing 509 square feet, or 0.012 acres, more or less.

CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION IN JANUARY, 1987. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM, BY:

*Michael D. Rose*

MICHAEL D. ROSE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3998

Land Description Prepared By:  
CRAIG A. SMITH & ASSOCIATES  
Consulting Engineers & Surveyors  
1000 West McNab Road  
Pompano Beach, Florida 33069  
Project No. 86-0647  
Checked By: GJC  
January 5, 1987  
14/19

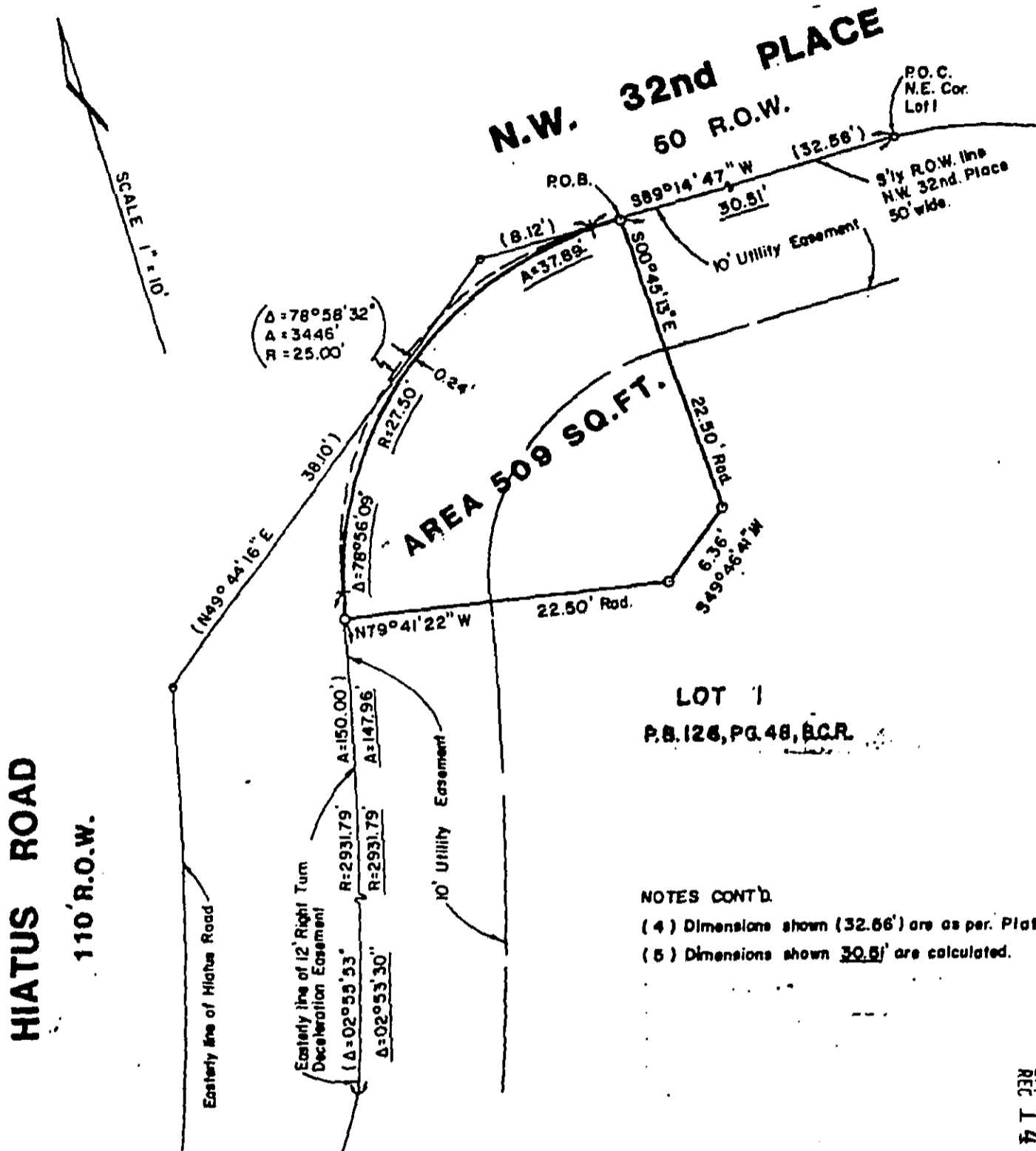
SHEET 1 OF 2 SHEETS

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# PORTION OF LOT 1

WELLEBY S.W. QUADRANT, CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

## LANDSCAPE EASEMENT



**SURVEY NOTES:**

- (1) DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- (2) LAND SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND OR RIGHTS OF WAY OF RECORD.
- (3) BEARINGS SHOWN HEREON ARE RELATIVE TO WELLEBY S.W. QUADRANT AS RECORDED IN PLAT BOOK 126, PAGE 48, BROWARD COUNTY RECORDS.

CLIENT : ORIOLE HOMES CORP.  
PROJECT N° : 86 0647

SHEET 2 OF 2 SHEETS

**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
1000 WEST MC NAB ROAD  
POMPANO BEACH, FLORIDA 33069  
(305) 782-8222  
CERT. NO. LB0003110



REVISION	OWN	DATE	FB/PG	CKD
SKETCH OF DESCRIPTION	Rcd. B.	1.05.87	N.A.	<i>[Signature]</i>

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LAND DESCRIPTION

WELLEBY S.W. QUADRANT  
LOT 155, LANDSCAPE EASEMENT

A portion of Lot 155, of "WELLEBY S.W. QUADRANT" City of Sunrise, Broward County, Florida, according to the Plat thereof, as recorded in Plat Book 126, Page 48 of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 155, said corner being located on the southwesterly right-of-way line of Joshlee Boulevard (80' wide) said corner also being located on the arc of a curve concave to the Northeast and through which a radial line bears North 30°39'24" East;

THENCE northwesterly along the said southwesterly right-of-way line of Joshlee Boulevard, and the arc of said curve, having a radius of 420.02 feet, a delta of 04°37'22", an arc distance of 33.89 feet to a Point of Reverse Curve, said point also being the POINT OF BEGINNING;

THENCE South 35°16'46" West, along a radial line, 20.00 feet;

THENCE South 83°30'17" West, 6.66 feet;

THENCE North 48°16'10" West, 20.00 feet to the intersection with the southeasterly right-of-way line of Northwest 32nd Place, (50' wide) and the arc of a curve concave to the Northwest and through which a radial line bears North 48°16'10" West, said intersection also being a Point of Reverse Curve.

THENCE northeasterly along said southeasterly right-of-way line and the arc of a curve concave to the Southeast, having a radius of 25.00 feet, a delta of 83°32'56", an arc distance of 36.46 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, and containing 443 square feet or 0.010 acres, more or less.

CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION IN JANUARY, 1987. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM, BY:

*Michael D. Rose*

MICHAEL D. ROSE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3998

Land Description Prepared By:  
CRAIG A. SMITH & ASSOCIATES  
Consulting Engineers & Surveyors  
1000 West McNab Road  
Pompano Beach, Florida 33069  
Project No. 86-0647  
Checked By: GJC  
January 8, 1987  
14/19

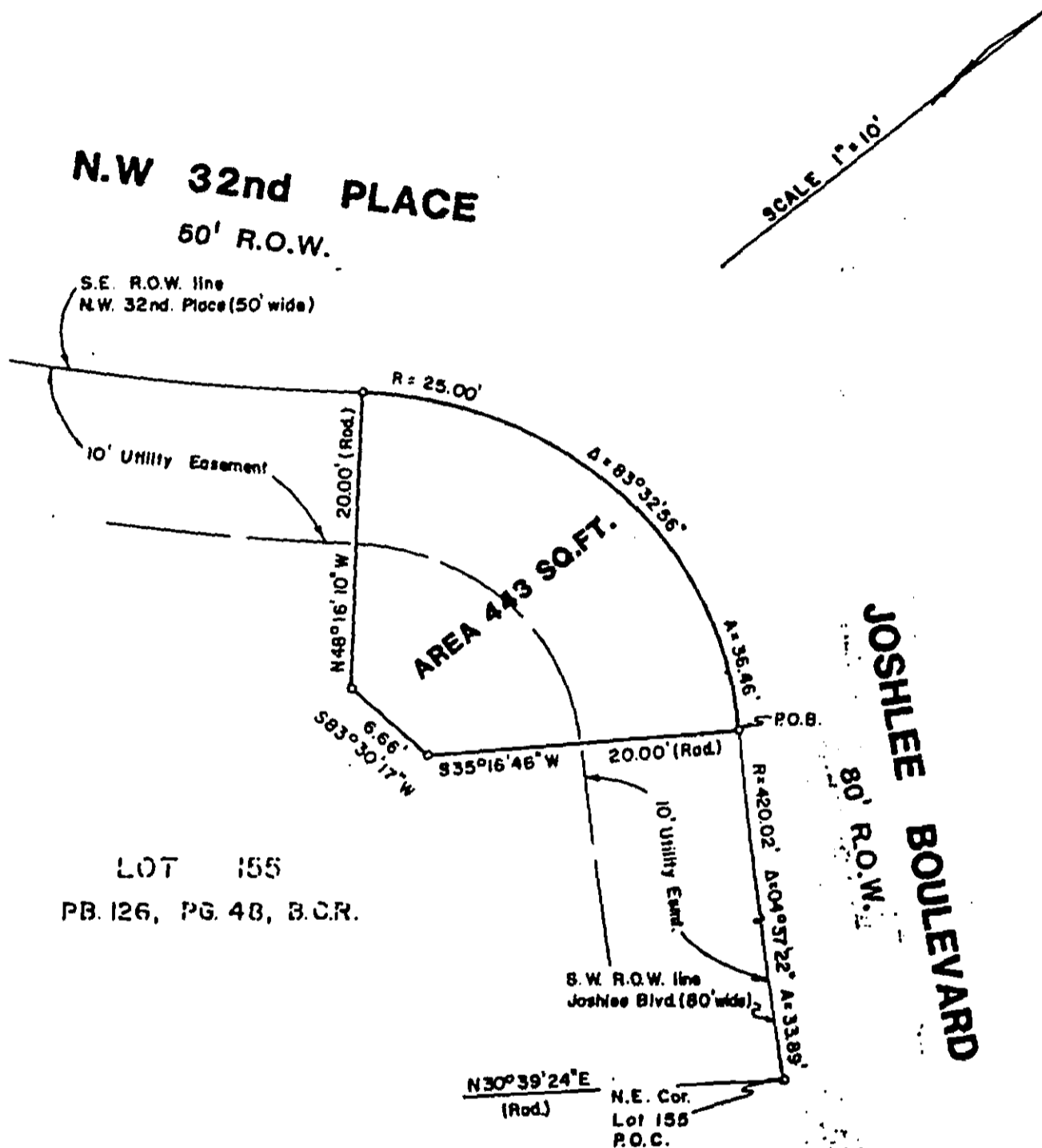
SHEET 1 OF 2 SHEETS

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# PORTION OF LOT 155

WELLEBY S.W. QUADRANT, CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

## LANDSCAPE EASEMENT



LOT 155  
PB. 126, PG. 48, B.C.R.

**SURVEY NOTES:**

- (1) DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- (2) LAND SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND OR RIGHTS OF WAY OF RECORD.
- (3) BEARINGS SHOWN HEREON ARE RELATIVE TO WELLEBY S.W. QUADRANT AS RECORDED IN PLAT BOOK 126, PAGE 48, BROWARD COUNTY RECORDS.

CLIENT : ORIOLE HOMES CORP.  
PROJECT N° : 86 0647

SHEET 2 OF 2 SHEETS

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**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS

1000 WEST MC NAB ROAD  
POMPANO BEACH, FLORIDA 33069  
(305) 782-8222  
CERT. NO. LB0003110



REVISION	DWN	DATE	FB/PG	CKD
SKETCH OF DESCRIPTION	Rod. B.	1.05.87	N.A.	<i>AS</i>

LAND DESCRIPTION

WELLEBY S.W. QUADRANT  
LOT 156, LANDSCAPE EASEMENT

A portion of Lot 156 of "WELLEBY S.W. QUADRANT", City of Sunrise, Broward County, Florida, according to the Plat thereof, as recorded in Plat Book 126, Page 48 of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 156, said corner being located on the southwesterly right-of-way line, of Joshlee Boulevard (80' wide), said corner also being located on the arc of a curve concave to the Northeast and through which a radial line bears North 57°29'51" East;

THENCE southeasterly along the said southwesterly right-of-way line, and the arc of said curve, having a radius of 420.02 feet, a delta of 09°18'57", an arc distance of 68.29 feet to a Point of Reverse Curve, said point also being the POINT OF BEGINNING;

THENCE southerly along a curve concave to the Southwest, having a radius of 25.00 feet, a delta of 83°32'56, an arc distance of 36.46 feet to a Point of Compound Curve, said point also being located on the northwesterly right-of-way line of N.W. 32nd Place (50' wide);

THENCE North 48°16'10" West, along a radial line, 20.00 feet;

THENCE North 00°02'38" West, 6.66 feet;

THENCE North 48°10'54" East, along a radial line 20.00 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, and containing 443 square feet or 0.010 acres, more or less.

CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION IN JANUARY, 1987. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM, BY:

*Michael D. Rose*

MICHAEL D. ROSE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3998

Land Description Prepared By:  
CRAIG A. SMITH & ASSOCIATES  
Consulting Engineers & Surveyors  
1000 West McNab Road  
Pompano Beach, Florida 33069  
Project No. 86-0647  
Checked By: GJC  
January 8, 1986  
14/19

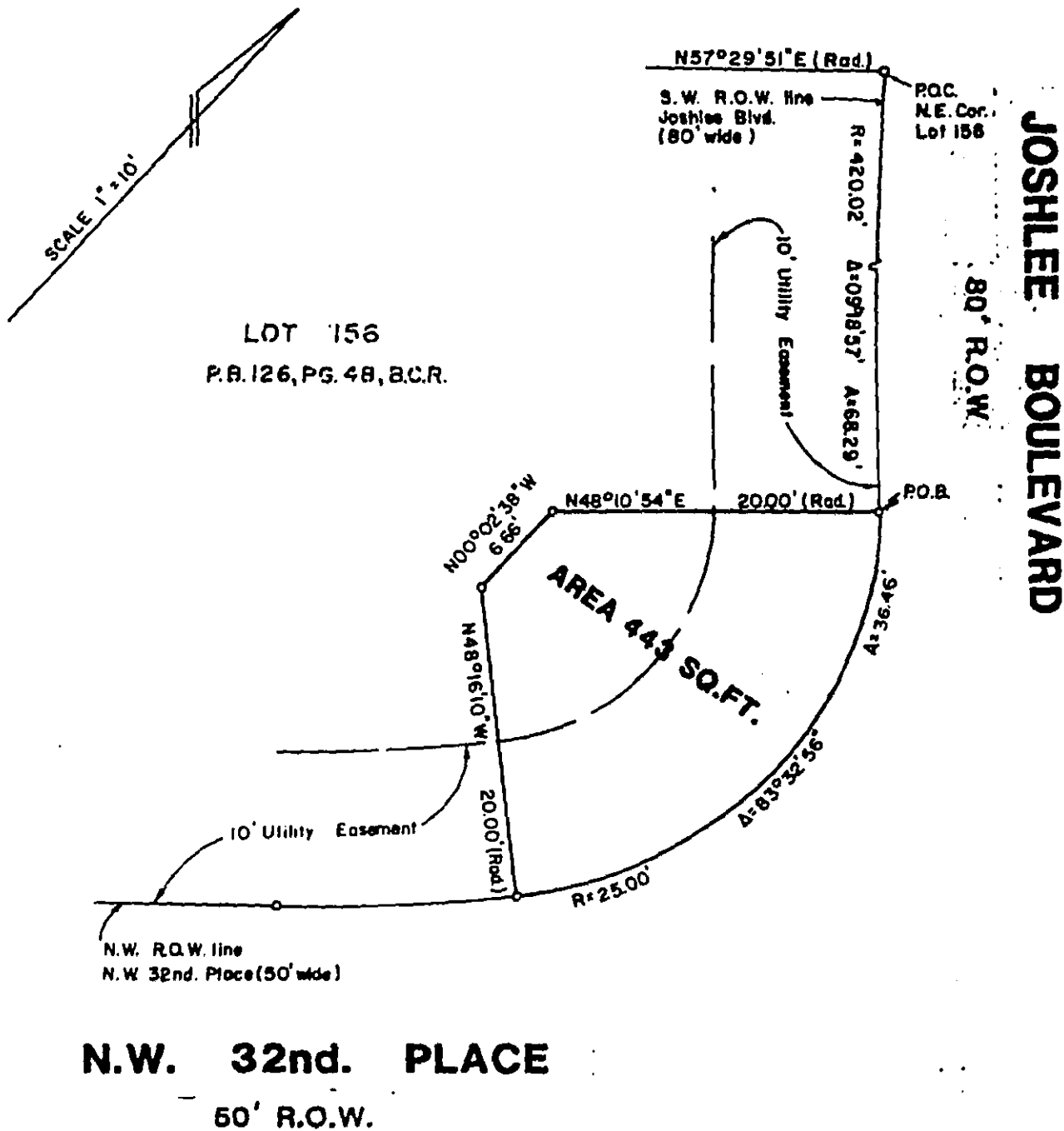
SHEET 1 OF 2 SHEETS

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# PORTION OF LOT 156

WELLEBY S.W. QUADRANT, CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

## LANDSCAPE EASEMENT



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**SURVEY NOTES:**

- (1) DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- (2) LAND SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND OR RIGHTS OF WAY OF RECORD.
- (3) BEARINGS SHOWN HEREON ARE RELATIVE TO WELLEBY S.W. QUADRANT AS RECORDED IN PLAT BOOK 126, PAGE 48, BROWARD COUNTY RECORDS.

CLIENT : ORIOLE HOMES CORP.  
PROJECT N° : 86 0647

SHEET 2 OF 2 SHEETS

<b>CRAIG A. SMITH &amp; ASSOCIATES</b> CONSULTING ENGINEERS & SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA 33069 (305) 782-8222 CERT. NO. LB0003110	<b>REVISION</b>	<b>OWN</b>	<b>DATE</b>	<b>FB/PG</b>	<b>CKD</b>
	SKETCH OF DESCRIPTION	Rad. B.	1.05.86	N.A.	<i>[Signature]</i>

EXHIBIT D

# State of Florida



Department of State

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

WESTBRIDGE HOMEOWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,  
filed on May 26, 1987.

The document number of this corporation is N20818. non-profit

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
26th day of May, 1987.



CR2E022 (10-85)

George Firestone  
Secretary of State

CR2E040 (4-84)

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ARTICLES OF INCORPORATION  
OF  
WESTBRIDGE HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of Chapter 617, Florida Statutes, the undersigned acting as incorporator hereby adopts the following Articles of Incorporation for the purposes and with the powers hereinafter mentioned; and does certify and set forth the following:

ARTICLE I  
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context shall prohibit) shall have the following meanings:

1. "Articles" means these Articles of Incorporation.
2. "Association" means Westbridge Homeowners Association, Inc., a Florida corporation not for profit.
3. "Association Property" means the recreation area which is Lots 182 and 183 as shown on the Plat.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" means the Bylaws of the Association.
6. "County" means Broward County, Florida.
7. "Declaration" means the Declaration of Protective Covenants and Restrictions for Westbridge which is intended to be recorded amongst the Public Records of the County and any supplements and amendments thereto.
8. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assigns; provided, however, that a purchaser of a Residence or Lot shall not be deemed a successor or assign of Developer unless such purchaser is specifically so designated as such by Developer.
9. "Director" means a member of the Board.
10. "Lot" or "Lots" means a portion of the "Subject Property" (as defined in the Declaration) as shown on the Plat, upon which a Residence is permitted to be erected.
11. "Member" means a member of the Association.
12. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Westbridge Documents and includes, but is not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association Property.
13. "Owner" means the owner or owners of the fee simple title to a Lot and includes Developer for so long as it is the owner of the fee simple title to a Lot.
14. "Plat" means the plat of WELLEBY S.W. QUADRANT as recorded in Plat Book 126, Page 48 of the Public Records of the County.
15. "Residence" means a detached single-family dwelling unit located within Westbridge.

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16. "Welleby" means the multi-sectioned, planned residential community being developed on real property in the City of Sunrise in the County which is the subject of a Declaration of Protective Covenants which provides that such real property is included within Welleby.

17. "Welleby Declarations" mean the Declarations of Protective Covenants Covering the Development, Use and Enjoyment of Welleby, An Exclusive Residential Community which provide that the Subject Property (as defined in the Declaration) is included within Welleby. These Declarations are recorded in Official Records Book 13300 at Page 161; Official Records Book 13776 at Page 282; and Official Records Book 14239 at Page 533 of the Public Records of the County and if all or a portion of the Additional Land is included in the Subject Property by the recordation of one or more Supplements (as defined in the Declaration) to the Declaration, there shall be one or more such declarations recorded for the Additional Land.

18. "Welleby Documents" means in the aggregate, the Welleby Declaration, Articles of Incorporation and Bylaws of the Welleby Management Association, Incorporated and all of the instruments and documents referred to therein.

19. "Westbridge" means the planned residential community comprised of one hundred thirty (130) single family Lots and a recreation area comprised of two (2) Lots located within Welleby which is the subject of the Declaration; provided, however, that Developer may add all or a portion of the Additional Land (as defined in the Declaration) containing sixty-six (66) platted Lots to Westbridge by recording one or more Supplements in the Official Records of the County, pursuant to Article XIII of the Declaration.

20. "Westbridge Documents" means in the aggregate the Declaration, these Articles, the Bylaws and the Welleby Documents and all of the instruments and documents referred to therein.

#### ARTICLE II NAME

The name of this corporation shall be WESTBRIDGE HOMEOWNERS ASSOCIATION, INC. For convenience, this corporation shall be herein referred to as the Association, whose present address is 1151 Northwest 24th Street, Pompano Beach, Florida 33064.

#### ARTICLE III PURPOSES

The purpose for which this Association is organized is to take title to, operate and maintain the Association Property in accordance with the terms of, and purposes set forth in the Declaration and to carry out the covenants and enforce the provisions of the Declaration.

#### ARTICLE IV POWERS

The powers of this Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers to be granted to the Association in the Declaration.

C. The Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts required to be performed by it under the Declaration.

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2. To make, establish, amend and enforce rules and regulations governing Westbridge and the use of the Association Property.

3. To make, levy and collect assessments for the purpose of obtaining funds from the Members to pay Operating Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate Westbridge and to maintain, repair, replace and operate the Association Property in accordance with the Declaration.

5. To enforce by legal means the obligations of the Members and the provisions of the Declaration.

6. To contract for professional management ("Manager") (which may be an individual, corporation, partnership or other entity) and to delegate to such Manager the powers and duties of the Association.

7. Notwithstanding any provision in the Westbridge Documents to the contrary, prior to the "Turnover Date" (as defined in Article V hereof) the Association shall not enter into leases or contracts under which it is bound unless there is a right of termination of such lease or contract, without cause, which is exercisable without penalty at any time after the Turnover Date upon not more than ninety (90) days' notice to the other party. The foregoing provisions of this Article IV.C.7 shall not restrict the Association from joining in the execution of the Declaration, which may exclude the termination provisions of this subparagraph.

8. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Westbridge Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Westbridge Documents;
- (d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s); or
- (e) filing a compulsory counterclaim.

#### ARTICLE V MEMBERS

The qualification of Members, the manner of their admission to membership, the termination of such membership and voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Residence from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Incorporator of these Articles ("Incorporator"). The Incorporator shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

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B. Upon the First Conveyance, membership of the Incorporator in the Association shall be automatically terminated and thereupon Developer shall be a Member as to each of the remaining Residences until such Residences are conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer as to Residences owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Residence as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Residence is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Residence shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

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

1. "Class A Members" shall be all Members, with the exception of the Developer, and shall be entitled to one (1) vote for each Residence owned.

2. "Class B Members" shall be the Developer who shall be entitled to three (3) votes for each Lot or Residence and regardless of whether a certificate of occupancy has been issued. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Total Residences (as defined in Paragraph X.C hereof) by Developer as evidenced by the recording of instruments of conveyance of such Residences amongst the Public Records of the County;

(ii) Five (5) years following the conveyance of the first Residence; or

(iii) At such time as Developer shall designate in writing to the Association.

E. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Residence.

F. Any Member who conveys or loses title to a Residence by sale, gift, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Residence and shall lose all rights and privileges of a Member resulting from ownership of such Residence.

G. There shall be only one (1) vote for each Lot or Residence, except for Developer-owned Lots and Residences as set forth herein. If there is more than one Member with respect to a Residence as a result of the fee interest in such Residence being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Residence owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Residence, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Residence shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Residence is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is

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not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Residence owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Residence vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Residence shall not be considered.

3. Where neither spouse is present, the person designated in a Proxy (as defined in the Bylaws) signed by either spouse may cast the Residence vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Residence shall not be considered.

H. A quorum shall consist of persons entitled to cast at least one-third (1/3) of the total number of votes of the Members.

#### ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the Circuit Court of the Seventeenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

#### ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is:

MERLE D'ADDARIO  
1151 Northwest 24th Street  
Pompano Beach, Florida 33064

#### ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

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ARTICLE IX  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Merle D'Addario
Vice-President	-	JoAnn Levy
Secretary/Treasurer	-	Patty Pfund

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than nine (9), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Merle D'Addario	1151 Northwest 24th Street Pompano Beach, Florida 33064
JoAnn Levy	1151 Northwest 24th Street Pompano Beach, Florida 33064
Patty Pfund	1151 Northwest 24th Street Pompano Beach, Florida 33064

Developer reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Developer intends that Westbridge, when ultimately developed, shall contain an aggregate of one hundred ninety-six (196) Residences. Notwithstanding such intention, Developer is not obligated to develop Westbridge with one hundred ninety-six (196) Residences and, therefore, may develop less than one hundred ninety-six (196) Residences in Westbridge or more than one hundred ninety-six (196) Residences in Westbridge, so long as same complies with all applicable laws and ordinances. For purposes hereof, the term "Total Residences" shall mean the total number of Residences which Developer intends to develop in Westbridge when ultimately developed.

D. The First Board shall serve until the date that the Members other than the Developer ("Purchaser Members") shall be entitled to elect not less than a majority of the Board ("Turnover Date"). The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting").

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

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F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Developer's Resignation Event.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

H. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

1. When Developer no longer holds any Lot for sale in the ordinary course of business and all Residences sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Residences amongst the Public Records of the County; or

2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and does not designate replacement Directors.

Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event the Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Developer's Resignation Event, all of the Directors shall be elected by the Members.

J. The resignation of a Director who has been designated by Developer and the resignation of an officer of the Association who has been elected by the First Board shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or hereafter have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

#### ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred.

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Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII  
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded by the Members or the Board as provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII  
AMENDMENTS

A. Prior to the conveyance by Developer of a Residence to an Owner, these Articles may be amended only by an instrument in writing signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Residence to an Owner, these Articles may be amended in the following manner:

An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the Members) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted and require the approval of the other of said bodies. Approval by the Board must be by a majority of the Directors present at a duly called meeting of the Board at which a quorum is present. Approval by the Members must be by a majority of the votes of all Members entitled to vote thereon unless any class of Members is entitled to vote thereon as a class pursuant to Article V and/or this Article XIII hereof, in which event, the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative of a majority of the votes of all Members entitled to vote thereon.

C. The Class B Members shall be entitled to vote as a class on all amendments made pursuant to Paragraph B above.

D. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer holds at least one (1) Lot and/or Residence for sale in the ordinary course of business; or (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

E. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles which shall abridge, amend or alter the rights of Developer hereunder including, but not limited to, Developer's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor be adopted or become effective without the prior written consent of Developer.

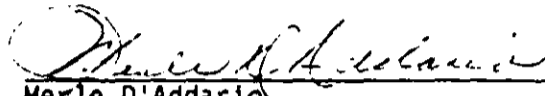
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F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.


ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1151 Northwest 24th Street, Pompano Beach, Florida 33064, and the initial registered agent of the Association at that address shall be Merle D'Addario.

IN WITNESS WHEREOF the Incorporator has hereunto affixed her signature, this 22 day of July, 1982.

  
Merle D'Addario

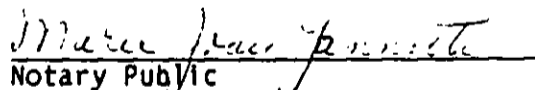
The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation.

  
Merle D'Addario  
Dated: May 22, 1987

STATE OF FLORIDA    )  
                          ) SS:  
COUNTY OF            )

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared MERLE D'ADDARIO, to me known to be the person described as Incorporator and Registered Agent and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of May, 1987.

 (SEAL)  
Notary Public

My Commission Expires: 7-26-87

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EXHIBIT E  
BYLAWS  
OF  
WESTBRIDGE HOMEOWNERS ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of Westbridge Homeowners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Association shall be for the present at 1151 Northwest 24th Street, Pompano Beach, Florida 33064 and thereafter may be located at any place in Broward County, Florida ("County") designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the "Declaration" (as defined in the Articles) are incorporated herein by reference.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of

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Directors of the Association to be designated by Developer and the number of Directors to be elected or designated by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Westbridge Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast one-third (1/3) of the total number of votes of the Members.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Westbridge Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots and Proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be



effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

#### Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.5. Regular meetings of the Board may be held at such times and places in the County, as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County, at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.8. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.9. Directors' fees, if any, shall be determined by the Members.

4.10. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.11. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.12. Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

#### Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Westbridge Documents, as well as all of the powers and duties of a director of a corporation not for profit.

#### Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board; provided, however, that the President may appoint a substitute.

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

6.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records

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of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Westbridge.

#### Section 7. Accounting Records; Fiscal Management

7.1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each Contributing Lot within Westbridge which shall designate the name and address of the Contributing Lot Owner thereof, the amount of Individual Assessments and all other Assessments, if any, charged to the Contributing Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2. Subsequent to the Guarantee Period(s) or in the absence of any Guaranteed Assessments as described in the Declaration, the Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held: (i) within thirty (30) days of the expiration of the Guarantee Period for purposes of adopting a Budget for the remainder of the calendar year during which the Guarantee Period expires; or (ii) prior to the completion of the first Residence in the event there is no Guaranteed Assessment. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member and each Contributing Lot Owner shall be given notice of the Individual Lot Assessment applicable to his Contributing Lot(s). The copy of the Budget shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Member or Contributing Lot Owner shown on the records of the Association at his last known address as shown on the records of the Association.

7.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses

which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made [quarterly or monthly] (as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4. The Individual Lot Assessment shall be payable as provided for in the Declaration.

7.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

7.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7. A report of the accounts of the Association shall be made annually by an auditor, accountant or certified public accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Association.

#### Section 8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Westbridge; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Westbridge Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the time of such delivery or mailing at the last known address for such Members as shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Westbridge Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 10. Amendment of the Bylaws

10.1. These Bylaws may be amended as hereinafter set forth in this Section 10.

10.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

10.3. Notwithstanding any of the foregoing provisions of this Section 10 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

10.4. Notwithstanding the foregoing provisions of this Section 10, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) Developer, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; or (ii) any Institutional Mortgage without the prior written consent of such Institutional Mortgagee.

10.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

WESTBRIDGE HOMEOWNERS ASSOCIATION, INC.

By: *[Signature]*

Attest: *[Signature]*

(SEAL)

RECORDED & INDEXED  
BY [unclear]  
L. A. HESTER  
COUNTY ADMINISTRATOR

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