

# SOUTHPOINTE HOA

DECLARATION OF COVENANTS & RESTRICTIONS

ARTICLES OF INCORPORATION

BY-LAWS

AMENDMENTS THRU 1996

RETURN TO

83-123589

JOHN E. STEPHENS, JR.  
GUSTAFSON, STEPHENS, TERRIS, FORMAN & HALL  
540 Northeast Fourth Street  
Fort Lauderdale, Florida 33301

Will Call

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 15<sup>th</sup> day of APRIL, 1983, by SOUTHPOINTE ASSOCIATES, a Florida General Partnership, with its principal office presently located at 1048 Kane Concourse, Bay Harbor Islands, Florida 33154, (hereinafter called the "Developer") and joined by SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., with its principal office presently located at 1048 Kane Concourse, Bay Harbor Islands, Florida 33154, (hereinafter called the "Association"), for the purpose of consenting to its obligations hereunder.

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W I T N E S S E T H:

WHEREAS, Developer is the owner or intends to acquire and develop certain real property to be known as Southpointe, described in Exhibit A, attached to and made a part hereof as Exhibit A; and

WHEREAS, The real property described in Exhibit A will be subjected to the covenants, restrictions, charges and liens set forth herein; and

WHEREAS, Developer intends to develop the real property in accordance with the general pattern of development to be described in the Site Plan of Southpointe prepared by Richard A. Lefcourt, AIA, under Comm. No. 8222, dated December 18, 1982 (hereinafter sometimes referred to as the "Site Plan"); and

WHEREAS, the Association shall acquire from Developer certain real property within Southpointe on which there shall be permanent garden areas, open spaces, recreation areas, utility lines, roadways, drainage, and other common areas and facilities; and

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WHEREAS, the Association shall provide for the preservation of the values and amenities in Southpointe; and

WHEREAS, as Developer acquires additional real property described in Exhibit B hereto Developer may subject said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth in this Declaration.

NOW, THEREFORE, the Association and Developer declare that the real property described in Exhibit A and Exhibit B, shall upon acquisition by Developer and upon the subjecting of such property to this Declaration as hereinafter set forth, be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

#### ARTICLE I.

#### DEFINITIONS

The following definitions shall be applicable to this Declaration, in addition to any other definitions set forth herein:

"Assessment", regular Assessments to defray the regular common expenses of the Association, special Assessments for construction of recreation or other capital facilities on property owned by the Association, or other special Assessments levied by the Association in accordance with this Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association.

"Association", Southpointe Homeowners Association, Inc., a Florida corporation not for profit, which shall have its principal place of business in Sunrise, Florida.

"Developer", Southpointe Associates, or its successors or assigns which have the same relationship to the Properties as Southpointe Associates, has.

"Common Area", all of the real properties including any improvements and fixtures thereon, owned or leased by the

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Association for the common use and enjoyment its Members, including the garden areas, open spaces, recreation areas and facilities, common utility lines, roadways, drainage, and other common areas and facilities.

"Lot", the land owned by Developer which shall be conveyed to an Owner with a Unit, which may be used interchangeably with the term "Unit" hereinafter defined.

"Member", those Persons who own Lots or Units and are designated as members of the Association in this Declaration.

"Occupant", a natural person who lives in a Unit.

"Owner", the record fee simple title owner to a Unit or the holder of a ninety-nine (99) year leasehold interest in a Unit renewable forever, but excluding those having an interest in a Unit merely as security for the performance of an obligation.

"Person", any individual, corporation, partnership, governmental agency, estate, trust, association or any other legal entity.

"Properties", (1) the land described in Exhibit A, and (2) the land described in Exhibit B upon acquisition thereof by Developer and the addition of such land to the provisions of this Declaration as hereafter provided.

"Site Plan", the Site Plan of Southpointe prepared by Richard A. Lefcourt, AIA, under Comm. No. 8222, dated December 18, 1982, as the same may be amended or modified from time to time.

"Unit", any dwelling unit constructed upon a Lot in the Properties, which may be used interchangeably with the term "Lot", above defined.

#### ARTICLE II.

##### PROPERTY SUBJECT TO THIS DECLARATION

###### 1. PROPERTY.

(a) The real property which is and shall be held, transferred, sold, conveyed, occupied and used subject to this Declaration is located in Broward County, Florida, and is more particularly described in Exhibit A hereof and shown on the Site Plan.

(b) As and when the initial development shall be expanded, Developer, in Developer's sole discretion may (but

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shall not be required to) from time to time add all or any part of the land described in Exhibit B to the Properties, thereby subjecting such land to the provisions of this Declaration, by recording any amendment to this Declaration describing the land to be added, by recording the Site Plan (or amendments thereto) showing the land to be added, or by any other means which will have the effect of subjecting said land to the provisions of this Declaration.

2. DEVELOPMENT OF SOUTHPOINT-CONVEYANCE OF COMMON AREAS TO ASSOCIATION.

(a) The property encompassed in the Site Plan of Southpointe and described in Exhibit A and Exhibit B of this Lease is planned as a residential community of not more than one hundred thirty-six (136) single family townhouse Units to be constructed in twenty-two (22) buildings in six (6) separate phases. As each phase is developed by the Developer and subjected to the provisions of this Declaration as set forth in Subparagraph 1(b) of Article II hereof, the Common Areas within such phase shall be conveyed to the Association, subject to all of the restrictions, easements and conditions under which Developer holds such real property.

(b) Developer may convey the Common Areas to the Association in either improved or unimproved condition and the Association must accept such property when conveyed.

(c) Developer may retain legal title to the Common Areas or portions thereof until such time as it has completed construction of all Units and other improvements on all of the Properties.

(d) The Association shall not accept conveyances of real property, either improved or unimproved, from any third

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party without the prior written consent of Developer, so long as Developer owns any of the land described in Exhibit A or Exhibit B hereof.

(e) In making any conveyance of real property to the Association, the Developer at its option may retain, reserve and grant perpetual non-exclusive easements, rights of way and other rights as it shall deem necessary or desirable including, but not limited to, easements of ingress and egress over the private roads to and from the public highways and for the use, installation, maintenance, repair and replacement of utility lines, pipes, conduits, and appurtenances, roadways, drainage facilities, and recreational areas and facilities including, without limitation, any swimming pools, clubhouse, tennis courts, and other recreation facilities for the benefit of all existing or future owners of all or any part of the real property described in Exhibit B hereof.

(f) Neither this Declaration nor the Site Plan shall bind the Association, the Developer or the owner of any real property described herein to make the proposed additions or to adhere to the Site Plan in connection with the development of the land described in Exhibit A or Exhibit B hereof; and nothing in this Declaration shall bind the Association, the Developer or the owner of such real property to complete the construction of any improvements not actually constructed and completed; nor shall this Declaration nor any supplement hereto shall give or grant any right, title or lien, legal or equitable, to the Association or the Members thereof in any piece or parcel of real property situated within the land described in Exhibit A or Exhibit B of this Declaration, other than the real property actually conveyed to the Association.

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ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. MEMBERSHIP. The Owners of all Lots or Units located within the Properties shall upon the acquisition of title thereto automatically become a Member of the Association.

2. VOTING RIGHTS. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Lot. The one membership vote for a Lot may be exercised or casted by the Owner or Owners of each Lot in such manner as may be provided in the By-Laws. Should any Member own more than one Lot, such Member shall be entitled to exercise or cast as many votes as lots he owns. Notwithstanding anything herein to the contrary, until such time as (a) all of the Lots on all of the land described in Exhibits A and B of this Declaration and the improvements which may be hereafter constructed thereon have been conveyed by fee title to the ultimate purchasers, or (b) ten (10) years after the filing of the Articles of Incorporation of the Association, the subscribers to the Articles of Incorporation or their designated replacements shall be entitled to cast all of the votes on all matters on which the membership shall be entitled to vote.

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON AREAS

1. MEMBERS EASEMENTS OF ENJOYMENT TO THE COMMON AREAS. Subject to the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, every Member shall have a right and easement of

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enjoyment in and to any Common Areas of the Association as the same now or hereafter exist. Such easements shall be appurtenant to and pass with title to every Lot and Unit. Notwithstanding the above, the Association may charge fees for the use of recreation facilities by guests of Members and may charge fees for use of facilities when necessary to defray costs incident to such use, such as a fee (or deposit) for clean-up of a party room.

2. PROHIBITION OF USE AND ENJOYMENT FOR NON-PAYMENT OF ASSESSMENT. In the event any Member fails to pay any Assessment when due the Association for thirty (30) days or more, the Association may suspend such Member's rights and the rights of the Occupants of such Member's Unit to use any of the recreation facilities which are part of the Common Areas of the Association notwithstanding the Member's easement of enjoyment to such Common Areas. Such suspension may continue until full payment of any balance due the Association. The foregoing remedy contained in this Section 2 of Article IV, shall not be construed to be the sole and exclusive remedy for failure to pay an Assessment when due. The Association shall have all other legal and equitable remedies set forth herein or provided by law.

3. OPEN AREAS.

(a) PARKING RIGHTS. The Association may maintain upon the Common Areas of the Association parking spaces for Owners, Occupants, visitors and guests. The use of such parking spaces by Owners, Occupants, visitors and guests shall be subject to duly adopted Rules and Regulations of the Association. The Developer shall assign to each Unit Owner at least one (1) parking space as close to and as convenient to said Unit as is feasible and practicable as determined by Developer in Developer's sole discretion.

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(b) ROADWAYS. Any portion of the Common Areas shown as "roadways" and all improvements thereon shall be kept and maintained as private roadways to provide a means of ingress and egress: (1) to and from publicly-dedicated streets located outside the Properties; and (2) between all portions of the Properties. Street lights and utility lines may be installed on the roadways. The Developer and the Association each reserve the right to dedicate all or any portion of the roadways to the public authority.

ARTICLE V.  
DUTIES OF THE ASSOCIATION

1. MAINTENANCE. The Association at its expense shall keep and maintain in good condition and repair all roadways, recreation areas and facilities, any sewer collection system, water distribution system, drainage facilities, street lights, sprinkler system including wells and pumps, entry features including directories, directional signs, and landscaping, and all other Common Areas.

2. TAXES AND ASSESSMENTS. The Association shall pay all taxes and assessments levied against the Common Areas prior to delinquency.

3. UTILITIES. The Association shall pay for all street lighting and for all of the utilities used or consumed in the recreation and other Common Areas.

4. INSURANCE. The Association shall obtain and pay for hazard insurance protecting the recreation facilities where appropriate and other insurable portions of the Common Areas at least against fire and other hazards insured against under

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so-called "extended coverage" endorsements, in such amounts as the Association deems proper. Further, the Association shall obtain comprehensive general liability insurance, naming the members of the Board of Directors of the Association and the Developer as additional insureds, such insurance to afford protection to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury or death to one or more than one person and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with respect to property damage. The Association may further obtain such other insurance, as the Association shall deem proper. The cost of all such insurance shall be a common expense paid for by the Members pursuant to the regular Assessments of the Association.

#### ARTICLE VI.

#### COVENANT FOR PAYMENT OF ASSESSMENT LIEN

1. REGULAR ASSESSMENTS. Each Owner of a Unit and Lot by the acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to have covenanted and agreed to pay the Association: annual Assessments, special Assessments and other charges as provided for in the Article of Incorporation and By-Laws.

2. PURPOSE OF REGULAR ASSESSMENT. The purpose of the regular Assessment is to obtain funds for payment of the expenses of the Association so that the Association may operate, maintain, improve and repair the Common Areas and property owned by the Association as provided for in this Declaration, the Articles of Incorporation and By-Laws of the Association, and to promote the recreation, health, safety and welfare of the Members of the Association.

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3. SPECIAL ASSESSMENT CONSTRUCTION. In addition to regular Assessments, the Association may authorize a special Assessment for the construction, alteration, renovation, modification or reconstruction of the recreation facilities or other capital items in the Common Areas. If such work costs in the aggregate of FIFTEEN THOUSAND DOLLARS (\$15,000.00) or more, and shall not be necessitated by a fire other casualty or by reason of ordinary wear, tear or depreciation, it shall be undertaken only if approved by a majority of the Board and Members of the Association voting at an annual or special meeting.

4. SPECIAL ASSESSMENTS AGAINST MEMBERS FOR NON-COMPLIANCE WITH THIS DECLARATION. In the event that any Member of the Association or an Occupant of such Member's Unit shall violate the provisions of this Declaration, and if as a result of such violation the Association shall incur costs and expenses (including, without limitation, attorneys' fees, court cost and similar expenses), then the Association may levy a special Assessment against the Member which shall be paid within thirty (30) days from receipt by the Member of written notice of such special Assessment.

5. INTEREST - LATE PAYMENT CHARGE. In the event that any Assessment shall not be paid within thirty (30) days from the date it is due, then such Assessment shall bear interest from the due date at an interest rate to be determined by the Board of Directors in advance, but in no event more than the highest lawful rate permitted to be paid by individuals under the laws of the State of Florida. In addition, if any Assessment shall not be paid within ten (10) days from the due date, the Association may impose a late payment charge in the

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amount of TWENTY-FIVE DOLLARS (\$25.00) as provided in the By-Laws of the Association.

6. LIEN OF THE ASSOCIATION. The Association shall have a lien upon the Unit and Lot of any Member not paying any Assessment within ten (10) days from the date it is due, including any interest or late payment charge levied in accordance with the provisions of this Declaration, and any cost of collection including attorneys' fees and court costs.

7. FILING CLAIM OF LIEN. The lien herein granted shall be effective from and after the date of recording a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state the description of the Lot encumbered thereby, the name of the Owner, the amount then due, and the date it became due. The lien shall continue in effect until all sums secured thereby, including, without limitation, attorneys' fees and court costs, shall have been fully paid and the lien satisfied or discharged. The lien may be foreclosed in the same matter as real estate mortgages may be foreclosed.

8. PERSONAL OBLIGATION TO PAY ASSESSMENTS. In addition to the lien encumbering any Member's Unit and Lot, the Member shall have a personal obligation to the Association to pay such Assessment, and shall remain personally obligated to the Association to pay such Assessment, notwithstanding the imposition of the lien or the initiation of proceedings to enforce the Association's lien rights. The obligation to pay the Assessments shall further be binding upon all grantees or other transferees of the Unit and upon the heirs, executors, administrators, personal representatives and assigns of the Owner, except as hereinafter provided with respect to institutional first mortgagees and Persons claiming by or under

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them. Any prospective purchaser or other transferee may request the Association to issue a written statement of Assessments owed, which may be relied upon for all purposes.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of any Assessment provided for herein, whether regular or special, shall be subordinate to the lien of any first mortgage of any institutional lender now or hereafter placed upon the Unit and Lot of any Member. An institutional lender is defined as a state or federally chartered savings and loan association or bank, insurance company, real estate investment trust, Massachusetts business trust, or such other lending institution commonly defined as institutional. Any institutional lender acquiring title to a Unit and Lot, either through foreclosure or through a conveyance in lieu of foreclosure, or any purchaser at a foreclosure sale pursuant to a first mortgage from an institutional lender, and any Person claiming by or through any one of them, shall take title free and clear of any lien of the Association for any past-due Assessment.

10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the Assessments, charges and lien created hereunder: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use, and (b) all property owned by the Association and (c) all property owned by the Developer.

11. NON-USE OF FACILITIES. No Member may waive or otherwise escape liability for the Assessments provided herein by the non-use or abandonment of any rights conferred upon such Member under this Declaration.

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ARTICLE VII.  
RESTRICTIONS

1. USE RESTRICTION. The Developer imposes the following restrictions on the use of the Properties comprising Southpointe as the same now exists or may be hereinafter amended. The Board of Directors of the Association may adopt such other and further Rules and Regulations not inconsistent herewith governing the use of the Units and Common Areas by the Owners, Occupants and their guests.

(a) Pets. Unit Owners and Occupants are permitted to keep only household pets such as dogs and cats, but only within the confines of their Unit. Pets shall always be walked on a leash and not be permitted to run free.

(b) Window Covers. No Unit Owner or Occupant may cover the inside or outside of any Unit window with any paper, aluminum foil or other non-permanent window treatment. Only blinds, drapes, or other decorator window treatments are permitted.

(c) Signs. No Unit Owner may place a "For Sale", "For Rent" or such other sign within or upon the area contained within or upon said Unit Owner's Unit or Lot or upon the Common Areas of the Association in such manner as to advertise the sale or lease of such Unit; provided, however, that the Developer shall have the right to place "For Sale", "For Rent" or any other signs within or upon a Unit or a Lot or upon the Common Areas of the Association and to otherwise advertise or promote the sale of Units on the Properties.

(d) Parking Spaces - Vehicles. Unit Owners and Occupants shall use only the assigned parking spaces for automobiles owned by said Unit Owners or Occupants, and no others. Only automobiles, motorcycles, motor scooters, mopeds or the like may be parked in automobile parking spaces. All other vehicles such as trucks, recreational vehicles, vans, trailers, campers and boats shall be parked only in areas reserved for such purposes by the Association on the Common Areas of the Association and designated as such, except vans that are used as passenger vehicles provided they carry no signs or advertising. Unit Owners shall not repair any of the foregoing vehicles on any portion of their Lot or the Common Areas of the Association.

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(e) Changes in Unit or Lot. No Unit Owner or Occupant shall make any structural change, modification or addition to the inside of a Unit or to the outside of a Unit or Lot or any decorative changes to the outside of a Unit or Lot without first obtaining the written approval of the Developer or the Association.

(f) Garbage and Trash Containers. All garbage or trash containers, oil tanks and bottle gas tanks must be placed in walled or fenced areas so that they cannot be visible from any street.

(g) Nuisance. Nothing shall be done which may be or may become an annoyance or nuisance to the other Unit Owners or Occupants, either public or private in nature.

(h) Storage of Materials. No lumber, metals, bulk material, refuse or trash shall be burned, kept, stored or allowed to accumulate on any portion of the Lot of a Unit Owner, except in walled or fenced areas so that they shall not be visible from any street.

(i) Trade or Business. Except as expressly permitted herein or by the Rules adopted by the Association, no industry, business, trade or profession of any kind shall be conducted, maintained or permitted on the Properties; provided, however an Occupant may use a portion of his Unit for his office or studio, provided the Board of Directors of the Association shall not determine that the activities therein interfere with the quiet enjoyment or comfort of other Occupants or that such use results in the Unit's becoming principally an office, school or studio as distinguished from a dwelling.

(j) Repair of Units. Unit Owners shall make all necessary repairs and replacements to the outside of their Unit and shall maintain the outside of their Unit in good condition and repair, clean, in accordance with all applicable laws, statutes and ordinances of public authority, and in accordance with any Rules of the Developer or the Association. Unit Owners shall maintain any green, yard or exterior areas forming part of their Lot in good condition and repair and in a clean and attractive condition.

2. EXEMPTION OF DEVELOPER. So long as Developer owns any Unit or Lot it is expressly exempt from the restrictions herein imposed or hereinafter imposed by the Board of Directors of the Association or the Developer.

3. ENFORCEMENT. The Developer or the Association shall have the right to enforce the restrictions set forth above. If

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within fifteen (15) days after written notice of a violation a Unit Owner or Occupant shall not have corrected the violation, the Developer or the Association shall have the right to institute any legal proceedings believed to be in the best interest of the Association. Further, if in the sole opinion of the Developer or the Association an emergency situation exists, the Developer or the Association shall have the right to take such action as may be required to alleviate the emergency, giving only such oral notice as may be reasonable in the circumstances.

ARTICLE VIII.  
EASEMENTS

1. UTILITY EASEMENTS. Perpetual easements on the Properties to provide utility services, including the right to install, construct, repair, maintain, replace and inspect all utility lines, mains, wires, conduits, pipes and other utility facilities and appurtenances are hereby reserved and granted to the Developer and Association, including the right of access over the Properties as required in connection with the foregoing rights. In addition, the Developer or the Association may grant to any city, county or state government or agency thereof, or any licensed or franchise public utility, any utility easements, but the written consent of Developer must be first obtained so long as Developer owns any real property in the land described in Exhibit A and Exhibit B.

2. ACCESS AND RIGHT-OF-WAY. The Developer, its agents, contractors and employees, the Association, its agents, contractors and employees, and all Owners and Occupants, their

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families, guests, licensees, invitees, mortgagees and lessees, shall have the perpetual and non-exclusive right of ingress, egress, access and passage to, from and over all Common Areas subject to Rules adopted by Developer or the Association and approved by Developer so long as Developer owns any land in the Properties.

3. ENCROACHMENTS. Easements for encroachments caused by minor inaccuracy of survey or in construction or reconstruction of any building or Common Area or facility or caused by settlement or movement, and including easements for the maintenance and use of the encroaching improvements in favor of each Member of the Association or the designees are hereby created, provided such encroachments are not intentionally created.

4. SUPPORT EASEMENTS. Cross easements for support and use of any common structural elements in favor of the Developer, Association, and the Owners of Units which utilize common structural elements are hereby created for so long as the building or structure stands including the continued use, benefit, enjoyment, support and service, and the right of maintenance, repair, replacement and access to said common structural elements.

5. EASEMENTS RESERVED TO THE DEVELOPER. The Developer reserves the right and easement to go upon all portions of the Common Areas and Properties (including the inside of a Unit provided that reasonable oral notice is given), for the purpose of developing, constructing, reconstructing, improving, repairing, maintaining, inspecting, selling, or otherwise dealing with any portion of the Common Areas or any building, Unit or Lot on the Properties.

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6. EASEMENT TO USE COMMON AREAS. The Developer reserves the right and easement for the benefit of the Developer and any future owners designated by the Developer of the land described in Exhibit B for the perpetual and non-exclusive right and easement to tie into, use, maintain, repair and replace (a) the private roadways leading to the public roads constructed from time to time on the land described in Exhibit A (the "Roadways"), and (b) the sanitary sewer, storm sewer, water, electric, telephone, T.V. Cable, and all other utility pipes, wires, conduits, lines, facilities and appurtenance located from time to time on the land described in Exhibit A (the "Utility Facilities"); together with the right of reasonable ingress and egress and the right to go upon the land in connection with the use and enjoyment thereof. The cost of maintenance, repair and replacement of the Roadways and Utility Facilities shall be borne pro rata by the owners of all constructed buildings on the land described in Exhibit A and the land described on Exhibit B which use such Roadways or Utility Facilities, as the case may be.

ARTICLE IX.

PARTY WALLS

1. USE.

(a) Every Person who shall accept or receive any instrument of conveyance of a Unit, and every Member, by acceptance of title to his or her Unit, shall be deemed to have accepted the party wall covenants set forth in this Article IX.

(b) Each wall which is built as a part of the original construction of the Units and forming a common wall or

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boundary between two Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(c) The parties owning the Units divided by the Party Wall shall have the right to use it jointly. The term 'use' shall and does include normal interior usage such as paneling, plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an apperture, hole, conduit, break or other displacement of the original materials forming said wall.

2. MODIFICATION OF PARTY WALL.

(a) Neither party, nor his heirs, assigns or successors in title, may extend or increase the height of the party wall except upon the written approval of the other party, his heirs, assigns or successors, and the written approval of the Owner and holder of any mortgage on the Unit of such other party, his heirs, assigns or successors. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundations of the buildings.

(b) In the event of such extension or increase in the height of the wall, the other party, his heirs, assigns or successors in title, shall have the right to use the extended or heightened part of the wall by paying to the constructing party one-half of the costs of such part of the wall, as he shall use.

(c) Any extension or increased height of the wall shall be a party wall, become part of the existing wall and be subject to the terms hereof.

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3. DAMAGE.

(a) In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of either party thereto, the parties shall, at their own expense, repair or rebuild said wall and each party, his successors and assigns, shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either party's negligence or willful misconduct caused damage or destruction of said wall, such negligent or willfully mischievous party shall bear the entire cost of repair or reconstruction. If either party shall refuse to pay his share, or all of such cost in the case of negligence or willful misconduct, the other party may have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs. If either or both parties shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at this option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the parties.

(b) All repairs or rebuildings shall be in accordance with the plans and/or specifications of a registered architect and/or engineer and in conformity with the applicable building codes.

4. NON-USE. If either party shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the

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other party who shall have an easement upon the land under the wall so long as the wall shall be used by him.

5. ACCESS.

(a) In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent parcel shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a reasonable and workmanlike manner, and consent is hereby given to enter on adjacent property to effect necessary repairs and reconstruction.

(b) Each party and his heirs, assigns and successors, is hereby licensed by the other to enter upon the other's Unit or Lot to make repairs or rebuild the wall as provided hereby.

6. OTHER USE. Each party, his heirs, assigns and successors, shall have the full right to use the party wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of or endanger the wall, foundation or other portion of the building or the premises of the other party, and shall not impair or endanger the party wall benefits and support to which the adjoining building is entitled. All further use shall be subject to the terms of this Article.

7. APPLICATION. This Article shall be deemed to apply to any existing party wall, all extensions thereof and all replacement walls.

ARTICLE X.  
GENERAL PROVISIONS

1. BINDING EFFECT - DURATION. The covenants, liens, easements and restrictions of this Declaration shall run with

and bind the land, and shall inure to the benefit of the Developer, Association, and the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, unless otherwise provided herein. Upon the expiration of said thirty (30) years, this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the then Members of the Association and joined by approval of all institutional first mortgagees of Members has been recorded, agreeing to any changes, of the covenants, easements and restrictions in the Declaration.

2. ENFORCEMENT. The provisions of this Declaration, the Articles and the By-Laws may be enforced by the Developer, the Association and the other Owners of any lands subject to this Declaration. All rights and remedies set forth in this Declaration shall be an addition to all other rights and remedies available in law and in equity, and the exercise of any rights or remedies shall not preclude the subsequent exercise of any other rights or remedy, whether set forth herein or available under legal or equitable rules of law.

3. NOTICE. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when delivered to the Unit of a Member who is also an Occupant, or when mailed postpaid, to the last known address of the Person who appears as a Member or Owner on the records of the Association at the time of such mailing. Notices to the Developer shall be given by certified mail, postpaid to the address set forth in the first Paragraph of this Declaration or at such other address or the Developer or Association may designate from time to time.

4. WAIVER. The failure of the Developer, Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. SEVERABILITY. The invalidation of any one of these covenants, easements, liens or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

#### ARTICLE XI.

#### AMENDMENTS AND MISCELLANEOUS

1. AMENDMENTS.

(a) So long as Developer is the owner of any real property in the land described in Exhibits A or B, or any amendment or modification thereof, then the Developer may from time to time amend this Declaration in any way without the consent or joinder of any Unit Owner by filing a duly executed and acknowledged amendment to this Declaration; provided, however, that in any event Developer's power to amend shall expire ten (10) years from the date this Declaration is first recorded.

(b) Upon the earlier to occur of the sale and conveyance of all of the Units to the ultimate purchasers thereof, or the expiration of ten (10) years from the date this Declaration is first recorded, this Declaration, as thus amended, may be amended by vote of a majority of the Unit Owners at an annual meeting or Special Meeting be called for such purpose pursuant to the By-Laws of the Association. Prior to such time this Declaration may only be amended by the Developer as provided in Paragraph (a) above.

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2. EXHIBITS. All Exhibits attached to this Declaration of Covenants and Restrictions are incorporated by reference as if fully written in each place to which reference is made.

ARTICLE XII.  
DISCLAIMER

Neither this Declaration or the Site Plan shall bind the Developer, the Association and/or the owner of any real property described therein to make any improvements, additions or to adhere to the Site Plan in any development of the land shown or described on the Site Plan or this Declaration; and nothing in this Declaration or any amendment thereto shall bind the Developer, the Association or the owner of any such real property to complete the construction of any improvements not actually constructed and completed; nor shall this Declaration or any amendment thereto give or grant any right, title or lien, legal or equitable, to the Association or the Members thereof in and to any piece or parcel of real property situated and contained within the land described in this Declaration or shown on the Site Plan, other than the real property actually conveyed to the Association.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been signed by the Association the day and year first above set forth.

Witnesses:

*Bernie Seal*  
*Georgia VanDusen*

SOUTHPOINTE HOMEOWNERS  
ASSOCIATION, INC.

By: *Joseph M. Feldman* (Seal)  
JOSEPH M. FELDMAN, President



Witnesses:

SOUTHPOINTE ASSOCIATES

Bernie Saul  
Georgia Kouloumis

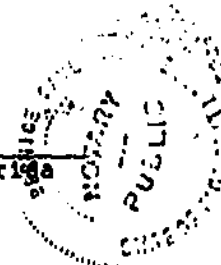
By: Joseph M. Feldman  
JOSEPH M. FELDMAN  
Authorized Agent

STATE OF FLORIDA )  
COUNTY OF DADE ) SS

I HEREBY CERTIFY that on this day personally appeared before me JOSEPH M. FELDMAN as President of SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit, and acknowledged the execution of the foregoing Declaration of Restrictions and Covenants as such officer for the uses and purposes therein expressed, on behalf of said corporation.

WITNESS my hand and seal this 28<sup>TH</sup> day of MARCH, 1983.

Bernie Saul  
Notary Public, State of Florida  
at Large



My Commission expires: May 13, 1983

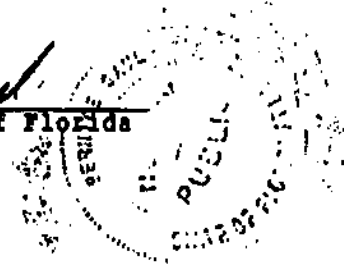
STATE OF FLORIDA )  
COUNTY OF DADE ) SS

I HEREBY CERTIFY that on this day personally appeared before me JOSEPH M. FELDMAN as Authorized Agent of SOUTHPOINTE ASSOCIATES, a Florida General Partnership, and acknowledged the execution of the foregoing Declaration of Restrictions and Covenants as such for the uses and purposes therein expressed, on behalf of said corporation.

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WITNESS my hand and seal this 28<sup>th</sup> day of MARCH,  
1983.

*Bernie Saul*  
Notary Public, State of Florida  
at Large



My Commission expires:  
May 13, 1983

This Instrument Prepared by:  
GUREN, MERRITT, UDELL, SOGG & COHEN  
1200 Bricknell Avenue  
Miami, Florida 33131

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EXHIBIT "A"

Legal Description of Land Constituting the  
Original Property (Phase I on Site Plan)

Portions of Parcel 3C, "Welleby N.W. Quadrant" according to the plat thereof, as recorded in Plat Book 110, Page 48 of the Public Records of Broward County, Florida. Said lands lying in Section 19, Township 49 South, Range 41 East, City of Sunrise, Broward County, Florida being more particularly described as follows:

Begin at the southeast corner of said Parcel 3C; thence south 89°58'05" west for a distance of 105.66 feet along the southerly boundary of said Parcel 3C; thence north 00°01'55" west for a distance of 115.00 feet; thence south 89°58'05" west for a distance of 35.00 feet; thence north 00°01'55" west for a distance of 100.62 feet; thence north 26°12'15" east for a distance of 177.39 feet; thence south 63°47'45" east for a distance of 200.00 feet to a point on the westerly right-of-way line of Hiatus Road (said point bearing north 62°38'27" west from the radius point); thence southwesterly along said circular curve to the left having radius of 1732.25 feet and a central angle of 10°14'46" for an arc distance of 309.78 feet to the point of beginning (said last mentioned course was along the westerly right-of-way line of Hiatus Road).

Said lands containing 1.383 acres (60,231 square feet) more or less.

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EXHIBIT "B"

Additional Land Which May Be Added  
to the Properties

Portions of Parcel 3C, "Welleby N.W. Quadrant" according to the plat thereof, as recorded in Plat Book 110, Page 48 of the Public Records of Broward County, Florida. Said lands lying in Section 19, Township 49 South, Range 41 East, City of Sunrise, Broward County, Florida being more particularly described as follows:

PARCEL 1 (Phase 2 Shown on the Site Plan)

Begin at the southwest corner of said Parcel 3C; thence north 00°01'55" west for a distance of 424.34 feet along the easterly right-of-way line of the central and south Florida Flood Control District (C.S. F.F. C.D.) Canal C-42; thence north 89°58'05" east for a distance of 154.00 feet; thence south 00°01'55" east for a distance of 138.67 feet; thence north 89°58'05" east for a distance of 116.20 feet; thence south 63°47'45" west for a distance of 68.34 feet; thence north 89°58'05" east for a distance of 48.47 feet; thence south 26°12'15" west for a distance of 44.41 feet; thence south 00°01'55" east for a distance of 100.62 feet; thence north 89°58'05" east for a distance of 35.00 feet; thence south 00°01'55" east for a distance of 115.00 feet; thence south 89°58'05" west for a distance of 405.34 feet along the southerly boundary of said Parcel 3C to the point of beginning.

Said lands containing 2.913 acres (126,911 square feet) more or less.

PARCEL 2 (Phase 3 Shown on the Site Plan)

Commence at the southwest corner of said parcel 3C; thence north 00°01'55" west for a distance of 424.34 feet along the easterly right-of-way line of the Central and South Florida Flood Control District (C.S. F.F. C.D.) Canal C-42 to the point of beginning; thence continue north 00°01'55" west along said C.S.F.F.C.D. Canal C-42 easterly right-of-way line for a distance of 188.67 feet; thence north 89°58'05" east for a distance of 154.00 feet; thence south 00°01'55" east for a distance of 125.01 feet; thence north 89°58'05" east for a distance of 90.00 feet; thence north 00°01'55" west for a distance of 188.67 feet; thence north 89°58'05" east for a distance of 69.75 feet; thence south 46°03'57" east for a distance of 195.20 feet; thence south 30°03'27" west for a distance of 156.47 feet; thence south 63°47'45" east for a distance of 70.20 feet; thence south 26°12'15" west for a distance of 132.98 feet; thence south 89°58'05" west for a distance of 48.47 feet; thence north 63°47'45" west for a distance of 68.34 feet; thence south 89°58'05" west for a distance of 116.20 feet; thence north 00°01'55" west for a

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distance of 138.67 feet; thence south 89°58'05" west for a distance of 154.00 feet to the point of beginning.

Said lands containing 2.582 acres (112,463 square feet) more or less.

PARCEL 3 (Phase 4 Shown on the Site Plan)

Begin at the northwest corner of said Parcel 3C; thence north 89°58'05" east along the northerly boundary of said Parcel 3C for a distance of 283.67 feet; thence south 00°01'55" east for a distance of 120.00 feet; thence south 49°21'30" west for a distance of 52.25 feet; thence south 00°01'55" east for a distance of 357.99 feet; thence north 00°01'55" west for a distance of 125.01 feet; thence south 89°58'05" west for a distance of 90.00 feet; thence north 00°01'55" west for a distance of 154.00 feet to a point on the easterly right-of-way line of the Central and South Florida Flood Control District (C.S.F.F.C.D.) Canal C-42; thence north 00°01'55" west along said C.S.F.F.C.D. Canal C-42 easterly right-of-way line for a distance of 386.99 feet to the point of beginning.

Said land containing 2.551 acres (111,112 square feet) more or less.

PARCEL 4 (Phase 3 Shown on the Site Plan)

Commence at the northwest corner of said Parcel 3C; thence north 89°58'05" east for a distance of 283.67 feet to the point of beginning; thence continue north 89°58'05" east for a distance of 46.33 feet to the most northerly northeast corner of said Parcel 3C; thence south 46°03'57" east for a distance of 354.34 feet (said last mentioned three courses were along the northerly and northeasterly boundary of said Parcel 3C); thence south 43°56'03" west for a distance of 90.00 feet; thence south 46°03'57" east for a distance of 118.43 feet; thence south 43°56'03" west for a distance of 154.00 feet; thence north 46°03'57" west for a distance of 195.20 feet; thence south 89°58'05" west for a distance of 69.76 feet; thence north 00°01'55" west for a distance of 169.32 feet; thence north 49°21'30" west for a distance of 52.25 feet; thence north 00°01'55" west for a distance of 120.00 feet to the point of beginning.

Said lands containing 2.261 acres (98,482 square feet) more or less.

PARCEL 5 (Phase 4 Shown on Site Plan)

Begin at the most easterly northeast corner of said Parcel 3C; thence southwesterly along a circular curve to the left having a radius of 1732.25 feet and a central angle of 10°35'30" for an arc distance of 320.22 feet (said last mentioned course was along the westerly right-of-way line of Hiatus Road) to a point (said point bearing north 62°38'27" west from the radius point) thence north 63°47'45" west for a distance of 270.28 feet; thence north 30°03'27" east for a distance of 156.47 feet; thence south 46°03'57" east for a distance of 64.80 feet;

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thence north 43°56'03" east for a distance of 154.00 feet;  
thence north 46°03'57" west for a distance of 118.43 feet;  
thence north 43°56'03" east for a distance of 90.00 feet;  
thence south 46°03'57" east for a distance of 286.05 feet to  
the point of beginning (said point bearing north S2°02'57" west  
from the radius point).

Said lands containing 1.993 acres (86,796 square feet) more or  
less.

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EXHIBIT "C"

Articles of Incorporation of  
Southpointe Homeowners Association, Inc.

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

The undersigned do hereby associate ourselves into a non-profit corporation for the purpose and with the powers described herein. The non-profit corporation is formed pursuant to and shall be governed by the laws of the State of Florida. The Articles of Incorporation shall be as follows:

I.

The name of the corporation shall be:  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

II.

The purposes and objects of the corporation shall be to install necessary utility lines, roadways, and drainage facilities within and upon real property in which the corporation may have any interest; to own, maintain, repair and replace such recreation facilities as may be granted or conveyed to the Corporation; to landscape all other portions of the real property in which the Corporation shall have an interest; to pay all and singular real property taxes, levies or special assessments assessed thereon; to keep and maintain such real property, parking spaces, sidewalks, landscaping and all improvements in or on the real property within the area referred to in good working order and repair; to take any and all other actions as may be necessary and convenient to the carrying out of and purposes of the Corporation under the Articles of

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Incorporation, the By-Laws adopted hereunder and the obligations of the Corporation under the Declaration of Covenants and Restrictions filed by Southpointe Associates, a Florida general partnership and the Corporation (the "Declaration"), incorporated by this reference herein; and to do each and all of the aforesaid at the sole cost and expense of the Corporation for the use and benefit of the members of the Corporation.

III.

1. The Corporation shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of the corporate property by the members of the Corporation.

(b) To levy and collect assessments against members of the Corporation to defray any expenses of the Corporation as may be provided in these Articles of Incorporation and in the By-Laws of the Corporation hereafter adopted, including but not limited to, the right to levy and collect assessments for acquiring, constructing, operating, maintaining, repairing, replacing and otherwise trading and dealing with real or personal property, which may be necessary or convenient to the operation and management of the Corporation.

(c) To improve, maintain, repair, replace, operate and manage the Corporation and its property.

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(d) To contract for the management of the corporate property and to delegate to any contractor all of the power and duties of the Corporation.

(e) To enforce the provisions of these Articles of Incorporation, any By-Laws of the Corporation hereafter adopted, and any rules and regulations governing the use of the corporate property, hereafter adopted.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation by Florida Statutes or otherwise.

#### IV.

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

1. The owners of all residential single family lots or Units located within the real property described in the Declaration and/or any amendment, modification or addition thereto, and/or portion thereof, shall be members of the Corporation. No other persons or entities shall be entitled to membership except as provided in Item 5 of this Article IV. Nothing herein shall be construed to obligate the Developer of the real property described in the Declaration to complete the construction of any unit, building, common area or facility section or parcel or to improve any lot. These Articles shall have no effect on any real property other than the lots on which the units are constructed by the owner thereof. The Corporation shall have no right, title, interest, lien (legal or equitable) in and to the remaining land described in the Declaration.

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2. The acquisition of fee title to a lot and the improvements thereon, if any, shall establish membership whether the acquisition of the title was by conveyance, judicial decree or otherwise. Membership shall be automatically terminated upon the member being divested of all title in his entire fee ownership interest in any lot; provided, however, that the foregoing shall not be construed to terminate the membership of a party who may own two or more lots, so long as such party shall retain a fee ownership interest in any lot.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his lot. The funds and assets of the Corporation shall be held and expended solely for the benefit of the membership and in accordance with the purposes authorized in the Declaration, these Articles of Incorporation and in any By-Laws which the Corporation may hereafter adopt.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each lot. The one membership vote for a lot may be exercised or cast by the owner or owners of each lot in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one lot, such member shall be entitled to exercise or cast as many votes as lots he owns.

5. Notwithstanding anything herein to the contrary, until such time as (a) all of the lots on all of the land described in Exhibits A and B of the Declaration and the improvements which may be hereafter constructed thereon have been conveyed by fee title to the ultimate purchasers, or (b) ten years after the filing of these Articles, the subscribers to

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these Articles or their designated replacements shall be entitled to cast all of the votes on all matters on which the membership shall be entitled to vote.

V.

The Corporation shall have perpetual existence.

VI.

The registered office of the Corporation shall be located at 1048 Kane Concourse, Bay Harbor Islands, Florida, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The resident agent of the Corporation until changed shall be Joseph M. Feldman, whose office is located at the same address as the registered office of the Corporation.

VII.

Subject to the supervision and direction of the Board of Directors, the affairs of the Corporation shall be conducted by the President and assisted by the Vice Presidents, Secretary, Treasurer, the Assistant Secretaries and Assistant Treasurers. The Board of Directors or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the operation and management of the affairs of the Corporation. A person or entity may be employed by the Corporation whether or not the person or entity is a member, officer or director of the Corporation or is otherwise interested in or associated with a member, officer or director of the Corporation.

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VIII.

The first Board of Directors of the Corporation shall consist of three persons.

Succeeding Boards of Directors shall consist of not less than three nor more than fifteen persons. Persons serving on the Board of Directors must be subscribers to these Articles, replacements designated by the remaining Board members who are subscribers to these Articles, or members of the Corporation, and shall be designated or elected as set forth in these Articles and the By-Laws to be adopted.

IX.

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among persons serving on the Board of Directors. No other officer need be a member of the Board of Directors in order to be elected as an officer. The same person may hold two or more offices so long as the duties of such offices are not incompatible; provided, however, that the office of the President and Vice president shall not be held by the same person, nor shall the office of the President and Secretary or Assistant Secretary be held by the same person.

X.

The names and post office addresses of the first Board of Directors, who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the

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Corporation's existence, or until their successors are elected and have qualified, whichever is later, are as follows:

Frank G. Feldman	1048 Kane Concourse Bay Harbor Islands, Florida 33154
Hyman S. Glass	1048 Kane Concourse Bay Harbor Islands, Florida 33154
Joseph M. Feldman	1048 Kane Concourse Bay Harbor Islands, Florida 33154

XI.

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Corporation. The names and addresses of the subscribers are set forth in Article X above.

XII.

The officers of the Corporation who shall serve for one year or until their successors are elected and qualified, whichever shall last occur, shall be the following. They shall be elected at the first meeting of the Board of Directors.

President	Joseph M. Fledman
Vice President	Frank G. Feldman
Secreatry-Treasurer	Hyman S. Glass

XIII.

The original By-Laws of the Corporation shall be adopted by a majority vote of the Corporation's members entitled to vote as set forth in Paragraph 5 of Article IV hereof. The By-Laws may be amended or altered by the members as provided in the By-Laws.

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XIV.

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approved such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV.

Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the lots who are entitled to vote pursuant to these Articles, whether meeting as members or by instrument in writing signed by them. Upon any amendment to these Articles of Incorporation being proposed by

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said Board of Directors or members as above provided, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other officers of the Corporation in the absence of the President, who, at such time as the full membership is entitled to vote pursuant to Article IV hereof, shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than fifteen (15) days nor later than forty-five (45) days from the receipt by him of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of the Special Meeting stating the time and place of the Special Meeting and reciting the proposed amendment or amendments in reasonably detailed form. The notice of the Special Meeting shall be mailed, certified mail, or personally delivered to each member or deposited at his unit not less than ten nor more than thirty days before the date set for the Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, certified mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the Special Meeting, shall be deemed equivalent to the giving of such notice to such member. At the Special Meeting the amendment or amendments proposed must be approved by an affirmative vote of not less than 75% of the membership of the Corporation in order for such amendment or amendments to become effective.. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in

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such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State of Florida, a certified copy thereof shall be recorded in the Public Records of Broward County, Florida, within fifteen (15) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to the Special Meeting and is not revoked at the Special Meeting.

Notwithstanding anything to the foregoing, no amendment shall modify, alter or change any of the rights of the developer or the subscribers herein reserved without their written consent.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 28<sup>TH</sup> day of MARCH, 1983, at Bay Harbor Islands, Florida.

*Frank G. Feldman* (SEAL)  
FRANK G. FELDMAN

*Hyman S. Glass* (SEAL)  
HYMAN S. GLASS

*Joseph M. Feldman* (SEAL)  
JOSEPH M. FELDMAN

STATE OF FLORIDA )  
                                      ) SS  
COUNTY OF DADE        )

BEFORE ME, the undersigned authority, personally appeared FRANK G. FELDMAN, HYMAN S. GLASS and JOSEPH M. FELDMAN, who

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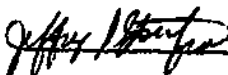
being by me first duly sworn, acknowledged that they executed  
the foregoing Articles of Incorporation of Southpointe  
Homeowners Association, Inc. for the purposes therein expressed,  
this 28<sup>th</sup> day of MARCH, 1983.

  
\_\_\_\_\_  
Notary Public, State of Florida  
at Large

My Commission Expires:

May 13, 1983

The undersigned hereby accepts the foregoing designation  
as registered agent and agrees to comply with the provisions of  
law applicable to said designation.

  
\_\_\_\_\_

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EXHIBIT "D"

By-Laws of  
Southpointe Homeowners Association, Inc.

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BY-LAWS

OF

SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.  
A corporation not for profit under the laws  
of the State of Florida

1. IDENTITY

(a) These are the By-Laws of SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, incorporated under the laws of the State of Florida pursuant to Articles of Incorporation filed with the Secretary of State of Florida. The definitions used herein shall be the same as those used in the Declaration of Covenants and Restrictions for Southpointe, incorporated herein by this reference (the "Declaration").

(b) SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC. hereinafter called "Association" or "corporation", has been organized to own utility lines, roadways, drainage facilities and other Common Areas within and upon the real property of the corporation, which the corporation may now or hereafter acquire in fee or in such other estate as may be granted or conveyed by easement, fee simple conveyance or otherwise; to own and thereafter maintain, repair and replace such recreation facilities as may be granted to or constructed by the corporation; to maintain the landscaping on portions of real property granted to or conveyed to the corporation; to maintain parking areas, sidewalks and areas associated therewith on portions of the real property granted to or conveyed to the corporation; to pay all and singular real property taxes, levies or special assessments assessed thereon; to keep and maintain such real property, landscaping and all improvements therein and thereon in good order and condition; to do all other things necessary and proper to fulfill its purposes and to do all of the aforesaid at the sole cost and expense of the corporation for the use and benefit of the members of the corporation.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

(a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of Articles of Incorporation of the Association, the provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

(b) A quorum at meetings shall consist of persons entitled to cast a majority of the votes of the membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote or other action of the owners of a unit which owner is entitled to one membership vote in the Association but which unit is owned by more than one person or by a corporation

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or other entity shall be cast by the person named in the written notice signed by all of the owners of the unit filed with the Secretary of the Association during or prior to the meeting, and such written notice shall be valid until revoked by subsequent written notice. If such notice is not on file or not produced at the meeting, the vote of such owner shall not be considered in determining the requirement for a quorum or for any other purpose. Notwithstanding the above, if a unit is owned by a husband and wife who both occupy a unit, the vote of either one shall be deemed to be the vote of both, unless a written notice signed by both is filed with the secretary or unless either one shall object during a meeting.

(d) Votes may be cast in person or by written proxy. Proxies shall be valid only for the particular meeting designated thereon, must be filed with the Secretary before the appointed time of the meeting, and may be revoked in writing before the meeting or in person at the meeting.

(e) Approval or disapproval of an owner of a unit upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(f) Except where otherwise provided under the provisions of the Articles of Incorporation of the Association or these By-Laws, the affirmative vote of a majority of the units represented at any duly called Membership meeting at which a quorum is present shall be binding upon the members of the Association.

### 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(a) The Annual Meeting of Members ("Annual Meeting") shall be held at the office of the Association at 8:00 o'clock P.M., Eastern Standard Time, on the third Wednesday in March of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Wednesday. The first Annual Members' Meeting shall be held either (i) ten years from the filing of the Articles of Incorporation with the Secretary of State, or (ii) when all of the property described in Exhibits A and B of the Declaration and/or any amendment, modification or addition thereto has been conveyed to the ultimate purchasers by the Developer, whichever shall first occur.

The first Annual Meeting shall be held at such time as directors other than the first Board of Directors (or replacements designated by them) are elected by the membership as provided by paragraph 4(a) of these By-Laws.

(b) Special Meetings of members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the units who are then entitled to vote pursuant to the Articles of Incorporation.

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(c) Notice of all Members' Meetings, regular or special, shall be given by the Secretary of the Association, or by any other officer of the Association in the absence of the Secretary, to each member. The notice shall be written or printed and shall state the time, place and object for which the meeting is called. The notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for the meeting, which notice shall be mailed or presented personally to each member or hand delivered to the unit of a member within said time. If presented personally to each member, receipt of the notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. If hand delivered to the unit of a member, the secretary shall so certify by affidavit. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by a signed written waiver of notice, waive such notice when filed in the records of the Association, whether before or after the holding of the meeting. A written waiver signed by a member shall be deemed equivalent to the giving of notice to a member. If any meeting of the members cannot be organized because a quorum has not attended, or because a greater percentage of the membership required to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation or these By-Laws, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance is present.

(D) At meetings of the members the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the membership shall elect a Chairman.

(e) The order of business at Annual Meetings, and, as far as practical, at any other meetings, shall be:

- 1) Calling of the roll and certifying of proxies.
- 2) Proof of notice of meeting or waiver of notice.
- 3) Reading of Minutes.
- 4) Reports of Officers.
- 5) Reports of Committees.
- 6) Appointment of Chairman of Inspectors of Election.
- 7) Election of Directors.
- 8) Unfinished Business.
- 9) New Business.
- 10) Adjournment.

#### 4. BOARD OF DIRECTORS

(a) The number of directors which shall constitute the Board of Directors, shall not be less than three (3) nor more than fifteen (15) persons, but shall never consist of an even number of persons. The first Board of Directors shall consist of

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JOSEPH M. FELDMAN, FRANK G. FELDMAN and HYMAN S. GLASS, who shall hold office and exercise all powers of the Board of Directors until succeeded by replacements designated by them or directors elected at the first Annual Meeting. Each director elected at the first Annual Meeting and at each Annual Meeting thereafter shall serve for the term of one year or until his successor is duly elected and qualified. Notwithstanding the foregoing until such time as (i) all of the property described in Exhibits A and B of the Declaration and/or any amendment, modification or addition thereto, and the improvements which may be hereafter constructed thereon, have been conveyed by the Developer to the ultimate purchasers, or (ii) ten years from the date of the filing of the Articles of Incorporation, whichever shall first occur, the membership of the Board of Directors of the Association shall be comprised of subscribers to the Articles of Incorporation (or their designated replacements).

(b) Should any vacancy to the Board of Directors be created in any Directorship previously filled by any subscribers to the Articles of Incorporation, such vacancy shall be filled by the remaining subscribers, by written instrument delivered to any officer of the Association, and the successor Director shall fill the vacated Directorship for the unexpired term thereof.

(c) In the event that the subscribers select any other person or persons to serve on any Board of Directors of the Association, the subscribers shall have the absolute right at any time in their sole discretion, to replace any such person with another person to serve on said Board of Directors of the Association. Replacement of any person or persons designated by the subscribers to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association. The written instrument shall specify the name(s) of the person(s) to be replaced and the name(s) of the person(s) designated as successor(s) to the person(s) so removed from the Board of Directors. The removal of any Director and designation of his successor shall be effective upon delivery of the written instrument by the subscriber to any officer of the Association.

(d) If all subscribers shall be unable or unwilling to serve as Directors or to designate other directors, the directors shall be designated by Southpointe Associates, and the directors so designated, shall be deemed to be subscribers for all purposes of the Articles of Incorporation and these By-Laws.

(e) After the date that the subscribers to the Articles of Incorporation (or their designated replacements) constitute the Board of Directors, Directors may be removed with or without cause by an affirmative vote of the members then owning not less than seventy-five percent (75%) of the units in the Association at a Special Meeting called for such purpose.

(f) After the date that the subscribers to the Articles of Incorporation (or their designated replacements) no longer constitute the Board of Directors, election of Directors shall be conducted in the following manner:

- 1) Each member of the Board of Directors shall be elected by a plurality of the votes cast at the Annual

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Meeting of the members of the Association. Each candidate for a Director shall be nominated from the floor.

2) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.

(g) The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

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

(i) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of two or more members of the Board. Not less than three days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

(j) Any Director may waive notice of any meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(k) A quorum of a Directors Meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board shall be approved by an affirmative vote in favor of such action cast by a majority of the Directors present at a meeting at which a quorum is present, except as specifically otherwise provided in the Articles of Incorporation or these By-Laws. If any Directors Meeting cannot be organized because a quorum is not present, or because of the lack of a greater percentage of the Directors as is required to constitute a quorum for particular purposes of the meeting, the Directors who are present may adjourn the meeting from time to time until a quorum or the required greater percentage of attendance is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(l) The Presiding Officer at Directors Meetings shall be the Chairman of the Board, if such an officer has been elected. If no such officer has been elected, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

(m) Directors fees, if any, shall be determined by the members of the Association.

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(n) All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association and these By-Laws. Such powers and duties shall be exercised in accordance with said Articles of Incorporation and these By-Laws and shall include, without limiting the generality of the foregoing, the following:

- 1) To make, levy and collect assessments against members and members' units and lots to defray all costs of the Association.
- 2) The maintenance, repair, replacement, operation and management of the Association property wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- 3) The reconstruction of improvements after fire or other casualty, and the further improvement of the property, real and personal.
- 4) To make and amend regulations governing the use of the property, real and personal of the Association, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration or the Articles of Incorporation.
- 5) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units and lots, as may be necessary or convenient in the operation and management of the Association, and in accomplishing the purposes set forth in the Declaration or the Articles of Incorporation or these By-Laws.
- 6) To contract for the management of the Association property and to designate to such manager all of the powers and duties of the Association, except those which may be required by the Articles of Incorporation or these By-Laws to have approval of the Board of Directors or membership of the Association.
- 7) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, and any rules and regulations hereinafter promulgated governing the use of the property of the Association.
- 8) To pay all taxes and assessments which are liens against any part of the Association property other than units or lots and the appurtenances thereto and to assess the same against the members and their respective units or lots.
- 9) To carry insurance for the protection of the members and the Association against casualty and liability.
- 10) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the owners of the separate units or lots.

11) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association and the purposes of the Association.

(o) The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been conveyed to the individual purchasers thereof, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association.

#### 5. OFFICERS

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary and an Assistant Secretary and such number of Assistant Secretaries and Assistant Treasurers as the Board of Directors deems proper. All officers of the Association shall be elected annually by the Board of Directors and may be removed at any time with or without cause by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be a Vice President, Secretary or Assistant Secretary. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(b) 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, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he may determine appropriate.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in

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accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the Association shall be fixed by the Directors, subject to prior approval of a majority of the members. This provision shall not preclude and the Board of Directors may employ a Director as an employee of the Association. In addition the Association may contract with a Director or any person related to or affiliated with a Director for the management of the Association.

#### 6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation or these By-Laws shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit or lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) Prior to the beginning of each calendar year, the Board of Directors shall adopt an Annual Operating Budget for the next calendar year which shall contain estimates of the cost of performing the functions of the Association for each calendar year, including but not limited to a common expense budget, which shall include, without limitation, the estimated amounts necessary for maintenance and operation of Association property, utilities, landscaping, roadways and walkways, office expense, swimming pool and other recreation expenses, utility services, casualty insurance, liability insurance, administration, operating reserves, management fees, salaries and other expenses necessary for the Association to carry out its purposes. From time to time the Board of Directors in its sole discretion may also adopt a capital expense budget and other budgets which it deems necessary to carry out the purposes of the Association except that if a capital expense shall cost more than \$15,000.00 it shall first be approved by a majority of the Board of Directors and members entitled to vote at a meeting called for and purpose, as set forth in the Declaration.

1) Upon adoption of the Annual Operating Budget or any other budget, the Board of Directors shall assess each unit in equal monthly installments said unit's prorata share of any budget so adopted. A unit's prorata share shall be based upon the total number of units within Southpointe which are completed and for which Certificates of Occupancy have been issued. Notwithstanding the above, units owned by the Developer shall not be required to pay assessments and so long as the Developer owns any units the prorata share of each unit owned by a member (other than the Developer) shall be based upon the total number of units within Southpointe conveyed by the Developer to ultimate purchasers which are completed and for which Certificates of Occupancy have been issued. The Board of Directors may determine that more frequent or unequal installments are required by the Association and may assess the same.

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2) All assessments shall be due on the first (1st) day of each month and if not received by the tenth (10th) day of the same month, shall bear an additional charge of Twenty-Five Dollars (\$25.00) per month which late charge may be collected in the same manner as the assessment for the common expenses of the Association. In addition, an assessment not paid within thirty (30) days shall bear interest at a rate to be determined from time to time in advance by the Directors from the date such payment was due, so long as such interest rate is not usurious.

(c) If the members of the Association elect by an affirmative vote of a majority of the members present at any Annual or Special Meeting, copies of any budget and proposed assessments shall be transmitted to each member for the year for which any budget of any type is made. Delivery of a copy of any budget to each member shall not affect the liability of any member for any assessment, nor shall delivery of a copy of any budget be considered as a condition precedent to the effectiveness of any budget and assessment levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion: to levy any additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay budgeted costs and expenses; to levy additional assessments for emergencies; to make amendments to any budget; or to adopt any budget other than the Annual Operating Budget at any time other than prior to the beginning of a calendar year.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be disbursed only by checks signed by such persons as are authorized by the Directors.

(e) A statement of the accounts of the Association shall be made annually, and a copy thereof furnished to each member following the year for which the report is made.

(f) Fidelity bonds may be required by the Board of Directors from officers and employees of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expense.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENT TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

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(a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association entitled to vote as set forth in the Articles owning a majority of the Units or lots in the Association whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendments(s) to these By-Laws being proposed by said Board of Directors or members, such proposed amendment(s) shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who, after the date that the full membership shall be entitled to vote pursuant to Article IV of the Articles, shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than ten (10) days or later than sixty (60) days from receipt of such officer of the proposed amendment(s), and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

(c) In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds of the units or lots in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Broward County, Florida, within sixty (60) days from the date on which any amendment(s) have been affirmatively approved by the Directors and members.

(d) At any meeting held to consider such amendment(s) to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

(e) Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws shall be adopted which shall abridge, amend or alter, or operate to impair or prejudice in any manner whatsoever, the rights and privileges of the Developer or the subscribers to the Articles of Incorporation as such rights and privileges are or have been established in the Articles of Incorporation and By-Laws.

THE UNDERSIGNED, being the Secretary of SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of said corporation at a meeting of those persons entitled to vote held for such purposes on the 24<sup>th</sup> day of MARCH, 1983.

  
\_\_\_\_\_  
Secretary

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into between SOUTHPOINTE ASSOCIATES, a Florida General Partnership, (hereinafter called "Developer"), and GUREN, MERRITT, UDELL, SOGG & COHEN, 1200 Brickell Avenue, Miami, Florida 33131, (hereinafter called "Escrow Agent").

WHEREAS, the Developer is developing and selling residential units in a development to be known as Southpointe, located in Broward County, Florida (hereinafter referred to as "Southpointe") and desires that Escrow Agent hold certain deposit monies (hereinafter called "Deposit Monies") received by Developer from purchasers of units at Southpointe (hereinafter referred to as "Buyers"); and

WHEREAS, the Escrow Agent has agreed to act as escrow agent for the Deposit Monies paid by Buyers pursuant to Purchase and Sale Agreements (hereinafter referred to as "Contracts") entered into by Developer and Buyers in accordance with the provisions of Florida Statutes, Section 501.1375, the Contract and the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sums of money hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Escrow Accounts:

A. Escrow Agent hereby accepts its designation to act and serve as Escrow Agent for Southpointe subject to all of the rights and privileges appertaining to such office and subject to the obligations incident thereto.

B. Developer shall deliver the Deposit Monies received by it up to 10% of the sales price of each unit to Escrow Agent, pursuant to Contract, and Escrow Agent may deposit or invest such Deposit Monies in a savings account(s) or in securities of the United States or any agency of the United States as Escrow Agent, in its sole discretion, may determine.

C. Escrow Agent shall maintain appropriate schedules from which there can be determined the Deposit Monies held for each Buyer therein, which schedules shall be available for inspection by Developer or the Buyer at reasonable times during business hours.

D. Escrow Agent shall furnish each Buyer with a receipt for the Deposit Monies held for such Buyer upon Buyer's or Developer's written request.

II. Disbursement of Deposit Monies:

Escrow Agent agrees to hold all Deposit Monies subject to and in accordance with the following terms and conditions:

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A. In the event Escrow Agent receives a notice sent to it by Developer under a Contract requesting that the Deposit Monies be returned to the Buyer, then the Deposit Monies paid by the Buyer under such Contract shall together with interest earned thereon be paid by Escrow Agent to such Buyer.

B. If a Buyer properly terminates the Contract pursuant to its terms and notifies the Escrow Agent, the funds shall be paid to the Buyer together with any interest earned except as provided in Paragraph G of this Article II.

C. Concurrently with the delivery of the Deposit Monies by the Developer to the Escrow Agent, Developer shall furnish to Escrow Agent an agreement by the Buyer to comply with the provisions of this Escrow Agreement or, in the alternative, an executed Acceptance of the Conditions of Escrow which shall be consistent with the provisions of this Escrow Agreement.

D. If the Buyer defaults in the performance of his obligations under the Contract, the funds shall be paid to Developer together with any interest earned except as provided in Paragraph G of this Article II.

E. Escrow Agent shall not be obligated to determine whether a proper termination of Contract or default has occurred, and Escrow Agent may rely upon the written notice of termination or default from Developer designating the Buyer and the contract which has been terminated or defaulted, the amount of the Deposit Monies which should be released from escrow, and to whom and where such amount should be paid. Except as provided in Paragraph G of this Article II, the payments required in B. and C. above shall be made within seven (7) days after receipt by the Escrow Agent of such notice from the Developer.

F. In the event Escrow Agent receives a notice sent to it by the Developer certifying that the concrete floor slab has been poured, then the Deposit Monies paid by the Buyer under such Contract together with interest earned thereon shall be paid by the Escrow Agent to the Developer. The Escrow Agent shall not be obligated to determine whether such slab has in fact been poured but may exclusively rely upon such written notice.

G. In the event of a closing, Escrow Agent shall disburse to Developer the Deposit Monies and any interest earned thereon. Such Deposit Monies shall be disbursed to Developer upon receipt by Escrow Agent from Developer of notice that such closing has been completed.

H. Notwithstanding anything to the contrary herein, in the event that, prior to a closing, Escrow Agent receives written notice from the Buyer or Developer that there is a dispute between Buyer and Developer, then Escrow Agent shall continue to hold such Deposit Monies until it receives written instructions as to disbursement signed by both Developer and Buyer. In the alternative, Escrow Agent may disburse the disputed amount in accordance with the provisions of Paragraph IV below.

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### III. Liability of Escrow Agent

A. Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in the escrow accounts, or as to the identity, authority or rights of any person executing the same, nor as to the sufficiency of the title to the property to be conveyed. Escrow Agent's duties hereunder shall be limited to the safekeeping of such monies, instruments or other documents received by it as such escrow holder, and for the disposition of the same in accordance with the terms and provisions of this Escrow Agreement.

B. In addition, the Escrow Agent assumes no responsibility except as herein provided, and further assumes no responsibility as to:

1. Validity, collectability or genuineness of signatures on any document or negotiable instruments deposited in escrow.
2. The existence, condition or identity of any building, fixtures, improvements or installations located or presumed to be located on the premises.
3. Zoning ordinances and other restrictions affecting the use of the premises conveyed.
4. Delivery of possession of, physical condition of, and any repairs or improvements to the premises agreed upon between Seller and Buyer.
5. Adjustments of charges for gas, electricity, water, heat and other public utilities.
6. The identity or legal capacity of the Seller or Buyer with respect to any instrument deposited in escrow.
7. Rights of parties in possession of premises or claiming under unrecorded deeds, liens or encumbrances in escrow.
8. The existence, sufficiency or transfer of any insurance thereon or the condition, title or delivery of any personal property.
9. Delay of escrow due to fires, acts of God, acts of governmental authorities, strikes, or any causes beyond the control of the Escrow Agent.
10. The condition, title or delivery of any personal property.

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11. The existence or location of legal highways or improvements on or adjacent to the premises.

12. Any restrictions upon the use of the premises created by zoning ordinances, or any other exercises of the so-called "police power" by any governmental authority.

C. The Escrow Agent assumes no responsibility as to any title examination or completed evidence of title prepared by any title company or title examiner employed to carry out the title provisions of the Contract and/or escrow instructions.

IV. Disputes

In the event Escrow Agent is joined as a party to a lawsuit or initiates litigation in the event of a dispute, Escrow Agent shall, at its option, either tender said Deposit Monies to the registry of the court or disburse same in accordance with the court's ultimate disposition of the case, and Escrow Agent shall be entitled to its reasonable attorneys' fees and court costs at all trial and appellate levels.

V. Notices

All notices and other communications shall be in writing and shall be delivered to Developer at:

1048 Kane Concourse  
Bay Harbor Islands, Florida 33154

to Escrow Agent at:  
1200 Brickell Avenue  
Miami, Florida 33131

IN WITNESS WHEREOF, Developer and Escrow Agent have caused these presents to be executed in their respective corporate names by their undersigned authorized officers and have caused their respective corporate seals to be hereto affixed the 26 day of MARCH, 1983.

Signed, Sealed and Delivered SOUTHPOINTE ASSOCIATES  
in the Presence of:

Bernie Saul  
Jean Hanna

By: [Signature]  
Authorized Agent

GUREN, MERRITT, UDELL, SOGG &  
COHEN

Bernie Saul  
Jean Hanna

By: [Signature]  
Partner

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RECEIPT FOR DOCUMENTATION

NAME \_\_\_\_\_

DATE \_\_\_\_\_

LOT NO. \_\_\_\_\_ CLUSTER NO. \_\_\_\_\_ MODEL TYPE \_\_\_\_\_

RECEIPT IS HEREWITH ACKNOWLEDGED OF THE FOLLOWING DOCUMENTS IN CONNECTION WITH THE ABOVE-DESCRIBED PURCHASE:

1. Fully executed Purchase and Sale Agreement with all blanks completed.
2. Declaration of Covenants and Restrictions filed on the Southpointe Associates, Ltd. and Southpointe Homeowners Association, Inc.
3. Articles of Incorporation of Southpointe Homeowners Association, Inc., a Florida corporation not for profit.
4. By-Laws of Southpointe Homeowners Association, Inc.
5. Escrow Agreement between Southpointe Associates, Ltd., and Guren, Merritt, Udell, Sogg & Cohen.
6. Brochure which includes Floor Plan and Model Types of Southpointe.
7. First annual estimated Operating Budget of Southpointe Homeowners Association, Inc.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

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RECEIPT FOR DOCUMENTATION

NAME \_\_\_\_\_

DATE \_\_\_\_\_

LOT NO. \_\_\_\_\_ CLUSTER NO. \_\_\_\_\_ MODEL TYPE \_\_\_\_\_

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7. First annual estimated Operating Budget of Southpointe Homeowners Association, Inc.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

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

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AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

83-247323

THIS AMENDMENT TO A DECLARATION made this 22 day of August 1983, by SOUTHPOINTE ASSOCIATES, a Florida General Partnership, with its principal office presently located at 1048 Kane Concourse, Bay Harbor Islands, Florida 33154, (hereinafter called the "Developer") and joined by SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., with its principal office presently located at 1048 Kane Concourse, Bay Harbor Islands, Florida 33154, (hereinafter called the "Association"), for the purpose of adding certain land to the properties.

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W I T N E S S E T H:

WHEREAS, the Declaration of Covenants and Restrictions dated April 25, 1983 were filed of record April 25, 1983, in Official Record Book 10815, Page 1;

WHEREAS, Article II, Section 1, subsection (b) reserved to the Developer, in its sole discretion, to add all or any part of the land described in Exhibit "B" of the original Declaration to the Properties subject to the original declaration; and

WHEREAS, the Developer desires to add land to the Properties.

NOW, THEREFORE, the Association and Developer declare that the land described in Exhibit "B" under the title: "Parcel 1 (Phase II Shown on the Site Plan)" shall be added to the Properties as the term is defined in the original Declaration and said property shall be held, transferred, sold, conveyed, occupied and used subject to the original Declaration; except that the legal description of said additional land is set forth in Exhibit "1", attached hereto and made a part hereof, there having been a scrivener's error in the legal description set forth in Exhibit "B".

In all other respects, the original declaration is hereby reaffirmed.

REC 11041 PG 928

RETURN TO:  
GUREN, MERRITT, UDELL, SOGG & COHEN  
1200 BRICKGALL AVE  
MIAMI FLA 33131

1700 A

IN WITNESS WHEREOF, this Amendment to Declaration has been signed by the Association and the Developer the day and here first said forth.

WITNESSES:

[Signature]  
[Signature]

SOUTHPOINTE HOMEOWNERS ASSOCIATION  
INC.,

By: [Signature]  
JOSEPH M. FELDMAN, President



WITNESSES:

[Signature]  
[Signature]

SOUTHPOINTE ASSOCIATION

By: [Signature]  
JOSEPH M. FELDMAN  
Authorized Agent

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me JOSEPH M. FELDMAN as President of SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and acknowledged the execution to the foregoing Amendment to Declaration as such officer for the uses and purposes therein expressed, on behalf of said corporation.

WITNESS my hand and seal this 20 day of August, 1983.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA  
NOTARY PUBLIC  
BONDED AND GENERAL AND VOLUNTARILY



STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me JOSEPH M. FELDMAN as Authorized Agent of SOUTHPOINTE ASSOCIATES, a Florida General Partnership, and acknowledged the execution of the foregoing Amendment to Declaration as such for the uses and purposes therein expressed, on behalf of said corporation.

REC 11041 pg 929

WITNESS my hand and seal this 3rd day of August, 1983.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 14 1985  
BOARD OF NOTARY PUBLICS, FLORIDA

  
NOTARY PUBLIC



This Instrument Prepared by:

GUREN, MERRITT, UDRELL, SOGG & COHEN  
1200 Brickell Avenue  
8th Floor  
Miami, Florida 33131

OFF REC 11041 PG 930

EXHIBIT "A"

LEGAL DESCRIPTION  
SUNRISE PROPERTIES SALE TO SOUTHPOINTE ASSOCIATES  
PHASE II

Portion of Parcel 3C, "WELLSBY N.W. QUADRANT" according to the Plat thereof, as recorded in Plat Book 110 at Page 48 of the Public Records of Broward County, Florida, said lands lying in Section 19, Township 49 South, Range 41 East, City of Sunrise, Broward County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Parcel 3C; thence North 00°01'55" West for a distance of 424.34 feet along the Easterly right-of-way line of the Central and South Florida Flood Control District (C.S.F.F.C.D.) Canal C-42; thence North 89°58'05" East for a distance of 154.00 feet; thence South 00°01'55" East for a distance of 138.67 feet; thence North 89°58'05" East for a distance of 116.20 feet; thence South 63°47'45" East for a distance of 68.36 feet; thence North 89°58'05" East for a distance of 48.47 feet; thence South 26°12'15" West for a distance of 44.41 feet; thence South 00°01'55" East for a distance of 100.62 feet; thence North 89°58'05" East for a distance of 35.00 feet; thence South 00°01'55" East for a distance of 115.00 feet; thence South 89°58'05" West for a distance of 395.34 feet along the southerly boundary of said Parcel 3C to the Point of Beginning. Said lands containing 2.911 acres (126,911 sq. ft.) more or less.

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

OFF : 1041pg 931

*RETURN TO!*  
RICHARD L. SCHANERMAN  
GUREN, MERRITT, UDELL, SOGG & COHEN  
8th Floor  
1200 Brickell Avenue  
Miami, Florida 33131

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

83-358334

THIS AMENDMENT TO A DECLARATION made this 26<sup>th</sup> day of October, 1983, by SOUTHPOINTE ASSOCIATES, a Florida general partnership, with its principal office presently located at 1048 Kane Concourse, Bay Harbor Islands, Florida 33154, (hereinafter called the "Developer") and joined by SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., with its principal office presently located at 1048 Kane Concourse, Bay Harbor Islands, Florida 33154, (hereinafter called the "Association"), for the purpose of adding certain land to the properties.

W I T N E S S E T H :

WHEREAS, the Declaration of Covenants and Restrictions dated April 25, 1983 were filed of record April 25, 1983, in Official Records Book 10815, Page 1, and an amendment thereto was filed for record on August 3, 1983 in Official Records Book 11041, Page 928, of the Public Records of Broward County, Florida;

WHEREAS, Article II, Section 1, subsection (b) reserved to the Developer, in its sole discretion, to add all or any part of the land described in Exhibit "B" of the original Declaration to the Properties subject to the original Declaration; and

WHEREAS, the Developer desires to add land to the Properties.

NOW THEREFORE, the Association and Developer declare that the land described in Exhibit "B" under the title: "Parcel 2 (Phase 3 Shown on the Site Plan)" shall be added to the Properties as the term is defined in the original Declaration and said property shall be held, transferred, sold, conveyed, occupied and used subject to the original Declaration;

In all other respects, the original Declaration is hereby reaffirmed.

83 NOV 3 PM 2:09

DEF 11247 PG 865

13<sup>00</sup> A



IN WITNESS WHEREOF, this Amendment to Declaration has been signed by the Association and the Developer the day and year first set forth.

WITNESSES:  
Richard L. Ash  
H. K. Brasler

SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

By: Joseph M. Feldman  
JOSEPH M. FELDMAN, President

WITNESSES:  
Richard L. Ash  
H. K. Brasler

SOUTHPOINTE ASSOCIATES

By: Joseph M. Feldman  
JOSEPH M. FELDMAN, President

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

I HEREBY CERTIFY that on this day personally appeared before me JOSEPH M. FELDMAN as President of SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and acknowledged the execution of the foregoing Amendment to Declaration as such officer for the uses and purposes therein expressed, on behalf of said corporation.

WITNESS my hand and seal this 26<sup>TH</sup> day of OCTOBER, 1983.

Susan R. Pittman  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC 12 1986  
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

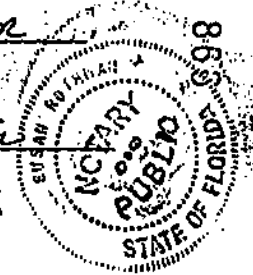
I HEREBY CERTIFY that on this day personally appeared before me JOSEPH M. FELDMAN as Authorized Agent of SOUTHPOINTE ASSOCIATES, a Florida general partnership, and acknowledged the execution of the foregoing Amendment to Declaration for such uses and purposes therein expressed, on behalf of said partnership.

WITNESS my hand and seal this 26<sup>TH</sup> day of OCTOBER, 1983.

Susan R. Pittman  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC 12 1986  
BONDED THRU GENERAL INSURANCE UND

My commission expires:



OFF 11247 ps

8-63-1983

EXHIBIT "A"

LAND DESCRIPTION  
PHASE 3

A PORTION OF PARCEL 3C, "WELLEBY N. W. QUADRANT", ACCORDING TO THE FLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL 3C; THENCE NORTH 00° 01' 55" WEST FOR 424.34 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE CENTRAL AND SOUTH FLORIDA FLOOD CONTROL DISTRICT (C.S.F.F.C.D.) CANAL C-42 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 01' 55" WEST ALONG SAID C.S.F.F.C.D. CANAL C-42 EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 188.67 FEET; THENCE NORTH 89° 58' 05" EAST FOR 154.00 FEET; THENCE SOUTH 00° 01' 55" EAST FOR 125.01 FEET; THENCE NORTH 89° 58' 05" EAST FOR 90.00 FEET; THENCE NORTH 00° 01' 55" WEST FOR 188.67 FEET; THENCE NORTH 89° 58' 05" EAST FOR 69.75 FEET; THENCE SOUTH 46° 03' 57" EAST FOR 195.20 FEET; THENCE SOUTH 30° 03' 27" WEST FOR 156.47 FEET; THENCE SOUTH 63° 47' 45" EAST FOR 70.20 FEET; THENCE SOUTH 26° 12' 15" WEST FOR 132.98 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 48.47 FEET; THENCE NORTH 63° 47' 45" WEST FOR 68.34 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 116.20 FEET; THENCE NORTH 00° 01' 55" WEST FOR 138.67 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 154.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN SECTION 19, TOWNSHIP 49 SOUTH, RANGE 41 EAST, CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 2.582 ACRES (112,463 SQ. FT.) MORE OR LESS.

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

OFF  
REC 11247 PG 857

84- 38508

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION made this 24<sup>th</sup> day of January, 1984, by SOUTHPOINTE ASSOCIATES, a Florida general partnership, with its principal office presently located at 1048 Kane Concourse, Bay Harbor Islands, Florida 33154, (hereinafter called the "Developer") and joined by SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., with its principal office presently located at 1048 Kane Concourse, Bay Harbor Islands, Florida 33154, (hereinafter called the "Association"), for the purpose of adding certain land to the properties.

FEB 23 5 41 PM '84

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions dated April 25, 1983 were filed of record April 25, 1983, in Official Records Book 10815, Page 1, and amendments thereto were filed respectively for record on August 3, 1983 in Official Records Book 11041, Page 928, and on November 3, 1983 in Official Records Book 11247, Page 865, all of the Public Records of Broward County, Florida;

WHEREAS, Article II, Section 1, subsection (b) reserved to the Developer, in its sole discretion, to add all or any part of the land described in Exhibit "B" of the original Declaration to the Properties subject to the original Declaration; and

WHEREAS, the Developer desires to add land to the Properties.

NOW THEREFORE, the Association and Developer declare that the land described in Exhibit "B" under the title: "Parcel 3 (Phase 4 Shown on the Site Plan)" shall be added to the Properties as the term is defined in the original Declaration and said property shall be held, transferred, sold, conveyed, occupied and used subject to the original Declaration;

DEF 11452 PAGE 485

In all other respects, the original Declaration is hereby reaffirmed.

✓  
RICHARD SCHAUERMAN  
1200 BRICKELL AVE  
MIAMI, FL. 33131  
8FL.

17  
RSH

IN WITNESS WHEREOF, this Amendment to Declaration has been signed by the Association and the Developer the day and year first set forth.

Witnesses:

Bernie Saul  
By: Robert

SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

By: Joseph M. Feldman  
JOSEPH M. FELDMAN, President

Witnesses:

Bernie Saul  
By: Robert

SOUTHPOINTE ASSOCIATES

By: Joseph M. Feldman  
JOSEPH M. FELDMAN, Authorized Agent

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

I hereby certify that on this day personally appeared before me JOSEPH M. FELDMAN as President of SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and acknowledged the execution of the foregoing Amendment to Declaration as such officer for the uses and purposes therein expressed, on behalf of said corporation.

Witness my hand and seal this 24<sup>th</sup> day of JANUARY, 1984.

Bernie Saul  
NOTARY PUBLIC, State of Florida  
at Large

My commission expires: NOTARY PUBLIC STATE OF FLORIDA  
BY COM. 114522-1-1-1987  
BONDED THRU GENERAL INSURANCE UNIT

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

I hereby certify that on this day personally appeared before me JOSEPH M. FELDMAN as Authorized Agent of SOUTHPOINTE ASSOCIATES, a Florida general partnership, and acknowledged the execution of the foregoing Amendment to Declaration as such for the uses and purposes therein expressed, on behalf of said corporation.

REF 114522 PAGE 486

Witness my hand and seal this 25<sup>TH</sup> day of January,  
1984.

*Bernice Lamb*  
NOTARY PUBLIC, State of Florida  
at Large



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MID-STATE...  
CENTRAL...  
SOUTH...

OFF 11452 PMS 487

EXHIBIT "A"

LEGAL DESCRIPTION

WELLEBY N.W. QUADRANT

PARCEL 3c  
PHASE 4

A PORTION OF PARCEL 3c, "WELLEBY N.W. QUADRANT" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID PARCEL 3c; THENCE NORTH 89° 58' 05" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 3c FOR 283.67 FEET; THENCE SOUTH 00° 01' 55" EAST FOR 120.00 FEET; THENCE SOUTH 49° 21' 30" WEST FOR 52.25 FEET; THENCE SOUTH 00° 01' 55" EAST FOR 357.99; THENCE SOUTH 89° 58' 05" WEST FOR 90.00 FEET; THENCE NORTH 00° 01' 55" WEST FOR 125.01 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 154.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CENTRAL AND SOUTH FLORIDA FLOOD CONTROL DISTRICT (C.S.F.F.C.D.) CANAL C-42; THENCE NORTH 00° 01' 55" WEST ALONG SAID C.S.F.F.C.D. CANAL C-42 EASTERLY RIGHT-OF-WAY LINE FOR 386.99 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 2.55 ACRES (111,112 SQUARE FEET) MORE OR LESS.

PREPARED BY:  
RALPH D. DENUZZIO & ASSOCIATES, INC.  
CONSULTING ENGINEERS, PLANNERS, SURVEYORS  
9525 WEST OAKLAND PARK BLVD.  
SUNRISE, FLORIDA 33321

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

REF 11452 PAGE 488

Return  
to

BARRISTER TITLE & GUARANTY CO.  
BARRISTER TITLE BUILDING  
1840 CORAL WAY  
MIAMI, FLORIDA 33145

This instrument was prepared by:  
JONATHAN BELOFF, ESQUIRE  
SMITH & MANDLER, P.A.  
1111 Lincoln Road Mall - Eight Floor  
Miami Beach, Florida 33139

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

84-158423

THIS AMENDMENT TO DECLARATION made this 4<sup>th</sup> day of May, 1984, by SOUTHPOINTE ASSOCIATES, a Florida General Partnership, with its principal office presently located at 1048 Kane Concourse, Bay Harbour Island, Florida 33154 (hereinafter called the "Developer") and joined by SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, with its principal office presently located at 1048 Kane Concourse, Bay Harbour Island, Florida 33154 (hereinafter called the "Association") for the purposes of adding certain land to the Properties presently subject to the Declaration hereinafter described:

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants and Restrictions dated April 25, 1983 were filed of record April 25, 1983, in Official Records Book 10815, at Page 1, as amended by amendments thereto recorded on August 3, 1983 in Official Records Book 11041, at Page 928; and on November 3, 1983 in Official Records Book 11247, at Page 865, and on February 2, 1984 in Official Records Book 11452, at Page 485, all of the Public Records of Broward County, Florida; and

WHEREAS, Article II, Section 1, Subsection (b) reserved to the Developer, in its sole discretion, the right to add all or any part of the land described in Exhibit "B" of the original Declaration to the Properties subject to the original Declaration; and

WHEREAS, the Developer desires to add additional land to the Properties.

NOW, THEREFORE, the Association and Developer declare that the land described in Exhibit "B" of the Declaration under the title: "Parcel 4 (Phase 5 shown on the Site Plan)" and "Parcel 5 (Phase 6 Shown on Site Plan)", which lands are also described in Exhibit "A" attached hereto and made a part hereof, shall be added

84 MAY 7 PM 4:03

REC 11681 PAGE 372

*[Handwritten signature]*

to the Properties as that term is defined in the aforesaid original Declaration and said property shall be held, transferred, sold, conveyed, occupied and used subject to all of the terms, covenants, restrictions and limitations set forth in the said original Declaration.

In all other respects, the original Declaration shall remain unchanged and is hereby reaffirmed.

IN WITNESS WHEREOF, this Amendment to Declaration has been signed by the Association and the Developer the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Carl J. Bell  
Joseph M. Feldman

SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

By: Joseph M. Feldman  
JOSEPH M. FELDMAN, President

Carl J. Bell  
Joseph M. Feldman

SOUTHPOINTE ASSOCIATES, a Florida General Partnership, consisting of GS GROUP, INC.; 2383, INC.; 3138, INC.; and 1648, INC.; all Florida corporations, as General Partners

By: Joseph M. Feldman  
JOSEPH M. FELDMAN, as their designated and appointed Attorney-In-Fact

STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JOSEPH M. FELDMAN, as President, of SOUTHPOINTE ASSOCIATES, a Florida corporation not-for-profit, and acknowledged the foregoing in his capacity as same for the purposes herein described this 4<sup>th</sup> day of May, 1984.

Carl J. Bell  
NOTARY PUBLIC, State of Florida  
My Commission Expires

REC 11681 PAGE 373



STATE OF FLORIDA

COUNTY OF DADE

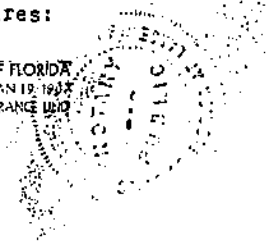
BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JOSEPH M. FELDMAN, as appointed Attorney-in-Fact, for SOUTHPOINTE ASSOCIATES, a Florida General Partnership, consisting of GS GROUP, INC.; 2383, INC.; 3138, INC.; and 1648, INC.; all Florida corporations, as General Partners, and acknowledged the foregoing in his capacity as same for the purposes herein described this 4<sup>th</sup> day of May, 1984.

*Paul J. Boyd*

NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 19 1987  
\$ 1000 THIRD PARTY LIABILITY INSURANCE



6183g

REC 11681 MAY 37 84

EXHIBIT "A"

PHASE 5

LEGAL DESCRIPTION

A PORTION OF PARCEL 3c, "WELLEBY N.W. QUADRANT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 110 AT PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 3c; THENCE NORTH 89 58' 05" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 3c FOR 283.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 58' 05" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 3c FOR 46.33 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3c; THENCE SOUTH 46 03' 57" EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 3c FOR 354.34 FEET; THENCE SOUTH 43 56' 03" WEST FOR 90.00 FEET; THENCE SOUTH 46 03' 57" EAST FOR 118.43 FEET; THENCE SOUTH 43 56' 03" WEST FOR 154.00 FEET; THENCE NORTH 46 03' 57" WEST FOR 260.00 FEET; THENCE SOUTH 89 58' 05" WEST FOR 69.75 FEET; THENCE NORTH 00 01' 55" WEST FOR 169.32 FEET; THENCE NORTH 49 21' 30" EAST FOR 52.25 FEET; THENCE NORTH 00 01' 55" WEST FOR 120.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 2.261 ACRES (98,483 SQUARE FEET); MORE OR LESS.

REF 11681 PAGE 375

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EXHIBIT "A"

PHASE 6

LEGAL DESCRIPTION

A PORTION OF PARCEL 3c, "WELLEBY N.W. QUADRANT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 110 AT PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERLY CORNER OF SAID PARCEL 3c; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HIATUS ROAD AND THE ARC OF A CURVE WITH A RADIAL LINE THRU SAID POINT BEARING NORTH 52° 02' 57" WEST; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1732.25 FEET AND A CENTRAL ANGLE OF 10 35' 31" FOR AN ARC DISTANCE OF 320.23 FEET; THENCE NORTH 63° 47' 45" WEST FOR 270.27 FEET; THENCE NORTH 30° 03' 27" EAST FOR 156.47 FEET; THENCE SOUTH 46° 03' 57" EAST FOR 64.80 FEET; THENCE NORTH 43° 56' 03" EAST FOR 154.00 FEET; THENCE NORTH 46° 03' 57" WEST FOR 118.43 FEET; THENCE NORTH 43° 56' 03" EAST FOR 90.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 3c; THENCE SOUTH 46° 03' 57" EAST FOR 286.05 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 1.993 ACRES (86795 SQUARE FEET) MORE OR LESS.

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

REC 11681 PAF 376

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SOUTH POINTE HOMEOWNERS ASSOCIATION, INC.

88468001

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions of South Pointe Homeowners Association, Inc., as described in Book 10815 at Page 1 of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Article XI of the Declaration, that is by proposal of the Board of Directors and approval by a majority of the members of the Association at a meeting held October 21, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 21 day of October, 1986, at Sumner Fla, Broward County, Florida.

By: R. D. Dennison  
Ron Dennison, President

Attest: Sharon E. Callahan  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

On this 28 day of October, 1986, personally appeared Ron Dennison and Sharon Callahan, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

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

Robert K. Korman  
Notary Public

My Commission Expires:

REC 13964 PAGE 527

REC 13964 PAGE 527

21

CONSENT OF DEVELOPER TO AMENDMENTS TO  
DECLARATION OF COVENANTS AND RESTRICTIONS AND  
THE BY-LAWS OF  
SOUTH POINTE HOMEOWNERS ASSOCIATION, INC.

The undersigned, South Pointe Associates, a Florida General Partnership ("Developer"), is the Developer as defined in the Declaration of Covenants and Restrictions for South Pointe, which Declaration was recorded on April 25, 1984, in Official Records Book 10815, Page 1, in the Public Records of Broward County, Florida.

Pursuant to Article XI of such Declaration, the Developer hereby consents to and approves the amendments to the Declaration of Covenants and Restrictions and By-Laws for South Pointe Homeowners Association, Inc. attached hereto as Exhibit A and incorporated herein by reference.

In witness whereof, Developer has executed this Consent this 22 day of October, 1986.

Witnesses:

[Signature]  
[Signature]

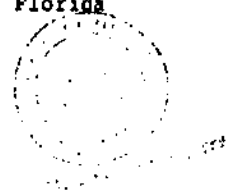
SOUTH POINTE ASSOCIATES, a  
Florida General Partnership

By: [Signature]  
Joseph M. Feldman, General  
Partner and Authorized Agent  
F. 1642 Mc.

STATE OF FLORIDA:  
COUNTY OF DADE:

The foregoing instrument was acknowledge before me this 22nd day of October, 1986, by Joseph M. Feldman, General Partner and Authorized Agent of South Pointe Associates, Inc.

[Signature]  
Notary Public  
State of Florida



OFF 13964 PAGE 528

PROPOSED AMENDMENTS TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS OF  
SOUTH POINTE HOMEOWNERS ASSOCIATION, INC.

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

1.(k) is hereby added to Article VII

VII RESTRICTIONS

(k) Leasing Restriction. Each Unit or Lot is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any Unit or Lot shall permit use of the same for transient, hotel or commercial purposes. The leasing, renting, and loaning of Units shall be subject to approval of the Board of Directors in accordance with the terms of this Declaration of Covenants and Restrictions. No leasing is permitted until an Owner has held title to a Unit or Lot for one (1) year. No more than two (2) leases shall be approved in any one (1) year period. No Owner may lease his unit for a period of less than twelve (12) consecutive months. The approval of the Association shall be required for the lease of any Unit. An Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association. Within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the lessee. If the lease is disapproved, notice of such disapproval shall be provided to the Owner within twenty (20) days after receipt of the application for approval. Any lease not approved in accordance with the terms hereof shall be null and void.

RECEIVED  
FEB 10 1964

REC 13964 PAGE 529

88136229

CORRECTIVE  
CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.  
FOR PURPOSE OF REFLECTING ASSOCIATION'S JOINDER  
AND CONSENT AS REQUIRED BY ARTICLE 8, PARAGRAPH (c)  
OF THE BY-LAWS

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Southpointe Homeowners Association, Inc., an Exhibit to the Declaration of Covenants and Restrictions for Southpointe Homeowners Association, Inc., as described in OR Book 10815 at Page 1 of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Article XI of the Declaration, that is by proposal of the Board of Directors and approval by a majority of the members of the Association at a meeting held March 30, 1987, and recorded March 21, 1988, under Clerk's File No. 88110828.

APR 7 1 02 PM '88

IN WITNESS WHEREOF, we have affixed our hands this 28 day of March, 1988, at Southpointe, Fla., Broward County, Florida.

by: [Signature]  
President

Attest: [Signature]  
Secretary

BK15332PC 042

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

On this 28 day of March, 1988, personally appeared Mark Miller, President, and Harvey Callahan, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

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

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires 03/31/91  
Banded and Accredited by the State



[Handwritten initials]  
18/80

AMENDMENTS TO THE BY-LAWS OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

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

1. It is proposed that Section 2(b) be amended to read as follows:

(b) A quorum at meetings can consist of persons entitled to cast a majority ~~forty-three (43%) percent~~ of the votes of the membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2. It is proposed that Section 8(c) be amended to read as follows:

(c) In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of two-thirds a majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds a majority of the units or lots in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association and a copy thereof shall be recorded in the Public Records of Broward County, Florida, within sixty (60) days from the date on which any amendment(s) have been affirmatively approved by the Directors and members.

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

BK15332PG 043



88136228

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF SOUTHPOINTE AND BY-LAWS OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions of Southpointe and By-Laws of Southpointe Homeowners Association, Inc., an exhibit to the Declaration, as described in OR Book 10815 at Page 1 of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Article XI of the Declaration and Section 8(c) of the By-Laws, that is by proposal of the Board of Directors and approval by a majority of the members of the Association at a meeting held March 21, 1988.

Apr 7 1 02 PM '88

IN WITNESS WHEREOF, we have affixed our hands this 28 day of March, 1988, at Wesley, Fla, Broward County, Florida.



By: [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

On this 28 day of March, 1988, personally appeared Mark Miller and Sharon Callahan, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

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

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires 03/31/91  
Bonded thru Agent's Homey B. [unclear]



BK 15332 PG 040



[Handwritten initials]

AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF SOUTHPOINTE AND  
BY-LAWS OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

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

1. All obsolete references to the Developer contained in this Declaration of Covenants and Restrictions are hereby deleted.
2. Amendment to Article VII 1 (j) of the Declaration of Covenants and Restrictions for Southpointe Homeowners Association, Inc.

(j) Repair of Units. Unit Owner shall make all necessary repairs and replacements to the outside of their Unit and shall maintain the outside of their Unit in good condition and repair, clean, in accordance with all applicable laws, statutes and ordinances of public authority, and in accordance with any Rules of the Developer or the Association. Unit Owners shall maintain any green, yard or exterior areas forming part of their Lot in good condition and repair and in a clean and attractive condition.

Provisions of this above paragraph to the contrary notwithstanding the Association shall be responsible for the exterior painting of all Units, said expense to be apportioned among all Lot Owners by assessment where required.

3. Amendment to Article VII, Paragraph 1 (k) of the Declaration of Covenants and Restrictions of Southpointe Homeowners Association, Inc.

VII RESTRICTIONS

(k) Leasing Restriction. . . . No leasing is permitted until an Owner has held title to a Unit or Lot for one (1) year, except that in the event the Association takes title to a Unit through foreclosure or otherwise it shall be exempt from the provisions of this Article VII. . . .

4. Amendment to Article IV, Paragraph 3(a) of the Declaration of Covenants and Restrictions.

3. OPEN AREAS.

(a) PARKING RIGHTS. The Association may maintain upon the Common Areas of the Association parking spaces for Owners, Occupants, visitors and guests. The use of such parking spaces by Owners, Occupants, visitors and guests shall be subject to duly adopted Rules and Regulations of the Association. The Developer The Association shall assign to each Unit Owner at least one (1) two (2) parking spaces as close to and as convenient to said Unit as is feasible and practicable as determined by Developer in Developer's sole discretion.

5. Amendment to Article IV, Paragraph (f) of the By-Laws, to preclude two owners of a single unit from serving on the Board of Directors.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF HAWARD COUNTY, FLORIDA

L. A. HESTER  
COUNTY ADMINISTRATOR

(f) . . .

1) Each member of the Board of Directors shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association. Each candidate for a Director shall be nominated from the floor. When two or more persons are joint owners of a single Unit or Lot, they shall not qualify to serve on the Board of Directors simultaneously. However, one of them may be elected to serve.

\*\*\*  
LAW OFFICES

BECKER, POLIAKOFF & STRUPFIELD, P.A., POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057  
TELEPHONE (954) 441-3350

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90201479

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AND  
THE BY-LAWS OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions and the By-Laws of Southpointe Homeowners Association, Inc., as described in OR Book 10815 at Page 1 of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Article XI of the Declaration and Section 8(c) of the By-Laws, that is by proposal of the Board of Directors and approval by a majority of the members of the Association at a meeting held March 15, 1990.

IN WITNESS WHEREOF, we have affixed our hands this 14th day of MAY, 1990, at LAUDERHILL, Broward County, Florida.

By: [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

On this 14th day of MAY, 1990, personally appeared Jim Manfredo and BETH TURNER, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

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

[Signature]  
Notary Public

My Commission Expires: JUNE 30, 1992

Notary Public, State of Florida at Large  
My Commission Expires JUNE 30, 1992  
BONDED THRU HUCKLEBERRY, BIRLEY & HARVEY INSURANCE & BONDS, INC.

w/c Becker & Polakoff

90 MAY 17 AM 53

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AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS AND  
THE BY-LAWS OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

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

Amendment to Article VII, Section 3 of the Declaration of Covenants and Restrictions to change enforcement action time frame from fifteen (15) days to ten (10) days.

3. **ENFORCEMENT.** The Developer or the Association shall have the right to enforce the restrictions set forth above. If within ~~fifteen--(15)~~ ten (10) days after written notice of a violation a Unit Owner or Occupant shall not have corrected the violation, the Developer or the Association shall have the right to institute any legal proceedings believed to be in the best interest of the Association. Further, .....

Amendment to Article IV, Paragraph (f) of the By-Laws to provide that all directors must be members in good standing of the Association.

- (f) 1) Each member of the Board of Directors shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association. Each candidate for a Director shall be nominated from the floor. All Directors must be members in good standing current in their maintenance and special assessment payments to the Association. Any Director who is more than thirty (30) days delinquent in the payment of any maintenance or special assessment payment may be removed by a vote of the majority of the Board....

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

91104221

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

Mar 19 11 48 AM '91

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions of Southpointe Homeowners Association, Inc., as described in OR Book 10815 at Page 1 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article XI of the Declaration, that is by proposal of the Board of Directors and approval by a majority of the members of the Association at a meeting held March 5, 1991.

IN WITNESS WHEREOF, we have affixed our hands this 14 day of March, 1991, at Sunrise, Broward County, Florida.

By: [Signature]  
President

Attest: [Signature]  
Secretary

BR 18228FC0442

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

On this 14 day of March, 1990, personally appeared \_\_\_\_\_ and \_\_\_\_\_, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

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

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: APRIL 15, 1994.  
BUNDLED WITH NOTARY PUBLIC UNDERWRITER.

LAW OFFICES  
BECKER & POLIAKOFF, P.A. • 3111 STIRLING ROAD • POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057  
TELEPHONE: (305) 987-7350

Return to WILL-CALL  
RKR

9.00  
1.50  
MTH

AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

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

Amendment to Article VII, Section 1, Paragraph (k) of the Declaration  
of Covenants and Restrictions to prohibit leasing where Unit  
Owner is not current with assessments payments, as follows:

ARTICLE VII

RESTRICTIONS

1. **USE RESTRICTION.** The Developer. . .
  - (a) **Pets.** Unit Owners. . .
  - (k) **Leasing Restriction.** Each Unit or Lot is hereby restricted to residential use by the owner or owners thereof, their immediate families, guest and invitees. . . . Any lease not approved in accordance with the terms thereof shall be null and void. Owners intending to lease their unit must be in good standing and current in their maintenance and special assessment payments and any other monies due and owing to the Association. Until such time as the unit owners are current in their assessment obligations, the Association may prohibit such leasing. . . .

BK18228P60443

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA

L. A. HESTER  
COUNTY ADMINISTRATOR

Return to WILL CALL  
RKR

AMENDMENTS TO  
THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF SOUTHPOINTE  
AND THE BY-LAWS OF THE  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

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

TO THE DECLARATION

ARTICLE V.  
DUTIES OF THE ASSOCIATION

1. MAINTENANCE. The Association at its expense shall keep and maintain in good condition and repair all roadways, recreation areas and facilities, any sewer collection system, water distribution system, drainage facilities, street lights, sprinkler system including wells and pumps, entry features including directories, directional signs, and landscaping, and all other Common Areas. Additionally, the Association shall maintain, repair and, if necessary, replace the roofs on all structures within Southpointe, including all Units, the cost of which is a common expense of the Association.

. . .

ARTICLE VI.  
COVENANT FOR PAYMENT OF ASSESSMENT LIEN

. . .

2. PURPOSE OF REGULAR ASSESSMENT. The purpose of the regular Assessment is to obtain funds for payment of the expenses of the Association so that the Association may operate, maintain, improve and repair the Common Areas and property owned by the Association as provided for in this Declaration, the Articles of Incorporation and By-Laws of the Association, the maintenance, repair and, if necessary, replacement of the roofs on all structures within Southpointe, including all Units, and to promote the recreation, health, safety and welfare of the Members of the Association.

. . .

ARTICLE VII.  
RESTRICTIONS

1. USE RESTRICTION. The Developer imposes the following restrictions on the use of the Properties comprising B as the same now exists or may be hereafter amended. The Board of Directors of the Association may adopt such other and further Rules and Regulations not inconsistent herewith governing the use of the Units and Common Areas by the Owners, Occupants and their guests.

. . .

(j) Repair of Units. Unit Owner shall make all necessary repairs and replacements to the outside of their Unit and shall maintain the outside of their Unit in good condition and repair, clean, in accordance with all applicable laws, statutes and ordinances of public authority, and in accordance with the Rules of the Developer or the Association. Unit Owners shall maintain any green, yard or exterior areas forming part of their Lot in good condition and repair and in a clean and attractive condition.

BK21052PC0064

(H)

Provisions of this above paragraph to the contrary notwithstanding the Association shall be responsible for the exterior painting and roof maintenance, repair and replacement of all Units, said expense to be apportioned among all Lot Owners by assessment where when required.

ARTICLE X.  
GENERAL PROVISIONS

2. ENFORCEMENT. The provisions of this Declaration, the Articles and the By-Laws may be enforced by the Developer, the Association and the other Owners of any lands subject to this Declaration. All rights and remedies set forth in this Declaration shall be an addition to all other rights and remedies available in law and in equity, and the exercise of any rights or remedies shall not preclude the subsequent exercise of any other rights or remedy, whether set forth herein or available under legal or equitable rules of law. In addition to the means of enforcement provided elsewhere herein, the Association shall have the right, power and authority to enforce the provisions of these covenants, the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association by assessing fines against an owner or that owner's guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against each unit for such purpose, as provided in the Declaration.

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

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

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

(d) Subsequent to any hearing, or if no hearing is timely requested, the Board of Directors shall determine



whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

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

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

TO THE BY-LAWS

3. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP

(a) The Annual Meeting of Members ("Annual Meeting") shall be held at the office of the Association at ~~8:00 o'clock P.M., Eastern Standard Time, on the third Wednesday in~~ at such time and date during the month of March of each year, as determined from time to time by the Board of Directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Wednesday. The first Annual Members' Meeting shall be held either (i) ten years from the filing of the Articles of Incorporation with the Secretary of State, or (ii) when all of the property described in Exhibits A and B of the Declaration and/or any amendment, modification or addition thereto has been conveyed to the ultimate purchasers by the Developer, whichever shall first occur.

BK21052PC1066

CERTIFICATE OF AMENDMENT  
OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an exhibit to the Declaration of Covenants and Restrictions and the Declaration of Covenants and Restrictions, as described in Official Records Book 10815 at Page 1 of the Public Records of Broward County, Florida were duly adopted in accordance with the association documents.

IN WITNESS WHEREOF, we have affixed our hands this 5<sup>th</sup> day of May, 1993, at Sunrise, Broward County, Florida.

By: Suzanne Miller  
Print: SUZANNE MILLER  
Attest: \_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5 day of May, 1993, by N/A as President and Suzanne Miller as Secretary of Southpointe Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Fla. D. Lic. as identification and did take an oath.



NOTARY PUBLIC:

sign Marie Monte

print Marie Monte  
State of Florida at Large

My Commission Expires 10/1/93  
My Comm. No. CC114703  
Exp. 10/1/93

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

BRZ1052PG0067

CERTIFICATE OF AMENDMENT  
OF  
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions, as described in Official Records Book 10815 at Page 1 of the Public Records of Broward County, Florida were duly adopted in accordance with the association documents.

IN WITNESS WHEREOF, we have affixed our hands this 2 day of July, 1996, at Sunrise, Broward County, Florida.

By: Karin Bingham VICE PRESIDENT

Print: KARIN BINGHAM

Attest: Sharon E. Callahan, Secretary

Print: Sharon E. Callahan

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of July, 1996, by K. Bingham as V. President and Sharon Callahan as Secretary of Southpointe Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

sign Barbara E. Waters

print Barbara E. Waters  
State of Florida at Large

My Commission Expires:



"OFFICIAL SEAL"  
Barbara E. Waters  
My Commission Expires 8/7/97  
Commission MCC 280740

BK25153PE01221

→ Kay v. Egan, PA  
1500 W Cypress Creek Rd  
St. Andrews, FL 33508

AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF SOUTHPOINTE

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

ARTICLE V  
DUTIES OF THE ASSOCIATION

1. MAINTENANCE. The Association at its expense shall keep and maintain in good condition and repair all roadways, recreation areas and facilities, any sewer collection system, sprinkler system including wells and pumps, entry features including directories, directional signs, and landscaping, and all other Common Areas. Notwithstanding anything to the contrary contained herein, the maintenance responsibility of the Association provided in this section expressly includes the cutting of all of the grassy areas within the Properties, including those located in the front and rear of each Unit. However, such maintenance shall not extend to the replacement of sod or planting of grass, regardless of the cause of the demise for said grass. Additionally, the Association shall perform pest control services within the Properties, which shall include all grassy areas, and monthly pest control service to the interior of all Units for all crawling insects excluding carpenter ants, termites, fleas, ticks and other wood destroying insects. The Association shall trim all trees within the Properties, other than those located within rear yards of Units. However, such maintenance shall not extend to the replacement of trees or planting of trees, regardless of the cause of the demise for said trees.

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

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