

78- 63175

# STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

TAMERLANE HOMEOWNERS ASSOCIATION, INC.

filed in this office on the 2nd day of March,  
19 78.

Charter Number: 742053



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
9th day of March,  
1978 .

A handwritten signature in cursive script, reading "Bruce A. Lathen".

SECRETARY OF STATE

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ARTICLES OF INCORPORATION  
TAMERLANE HOMEOWNERS ASSOCIATION, INC.

We, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I — NAME

The name of the corporation shall be TAMERLANE HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," "Declarant," "Common Area," "Owner," "Lot" and any other defined terms used in these Articles shall have the definitions given to those terms in the Declaration of Covenants, Conditions and Restrictions of TAMERLANE HOMEOWNERS ASSOCIATION, INC. to be recorded in the Public Records of Broward County, Florida, hereinafter called the "Declaration," or any amendment to such Declaration.

ARTICLE II — INITIAL REGISTERED OFFICE AND AGENT

The initial principal office of the Association shall be located at Suite 600, 9200 South Dadeland Boulevard, Miami, Florida 33156. The office of the corporation may thereafter be at such other place as the Board of Directors of the Association may designate from time to time. The initial registered agent of the Association is STEPHEN KAPELOW, whose address is Suite 600, 9200 South Dadeland Boulevard, Miami, Florida 33156.

ARTICLE III — PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Areas within that certain tract of property located in Broward County, Florida, and more particularly described in Exhibit 'A' attached hereto, and such other housing developments as may from time to time be annexed into the Association, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, applicable to the property and recorded or to be recorded in the Office of the Public Records of Broward County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two (2/3) thirds of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two (2/3) thirds of each class of members, agreeing to such dedication, sale or transfer;
- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area; provided that any such merger, consolidation or annexation shall have the assent of two (2/3) thirds of each class of members, except as provided otherwise in the Declaration;
- (g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise which are not in conflict with these Articles;
- (h) To maintain, repair, replace and operate the Common Areas of the Property;
- (i) To purchase insurance upon the Common Areas of the Property and insurance for the protection of the Association and its members;
- (j) To reconstruct improvements to the Common Area after casualty and further improve the property;
- (k) To make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Common Areas of the Property.

THIS INSTRUMENT PREPARED BY:

Bernard A. Singer, Esquire  
Male, Bloom, Bodne, Kuperstein & Eisenberg, P.A.  
1101 Santa Plaza 1401 Brickell Avenue

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#### ARTICLE IV — MEMBERSHIP

Every person or entity who is the record owner of a fee or undivided fee interest in any Lot which is a part of the subject Property, and subject to the terms and conditions of the Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

#### ARTICLE V — VOTING RIGHTS

The Association shall have two (2) classes of voting memberships:

**Class A** Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by Class A members. There shall be no cumulative voting.

**Class B** Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- On July 1, 1982.

#### ARTICLE VI — BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who shall be members of the Association, excepting that until Class B membership has ceased and has been converted to Class A membership, the members of the Board of Directors need not be members of the Association. The initial Board of Directors and the succeeding Board, until such time as the Class B membership has ceased and has been converted to Class A membership, shall be comprised of three (3) persons. Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
STEPHEN KAPELOW	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156
PAUL KAPELOW	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156
PETER BLICHER	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156

The initial Board of Directors herein designated shall serve until the first annual membership meeting after the Class B membership has ceased and has been converted to Class A membership, at which time the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years; provided, however, that so long as the Declarant is the Owner of one (1) or more Units within the subject Property and continues to hold said Unit or Units for sale in the ordinary course of business, then the Declarant shall be entitled to designate one (1) member to serve on the Board of Directors, notwithstanding the fact that Class B stock has ceased to exist and has been converted to Class A stock. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that should said vacancy occur in the Board member designated by the Declarant, then said vacancy shall be filled by the Declarant, provided the Declarant continues to hold at least one (1) Unit for sale in the ordinary course of business. Directors may additionally be removed in the manners provided for in the Bylaws.

#### ARTICLE VII — OFFICERS

The Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the members of the Board of Directors. The names and addresses of the Officers that shall serve until their successors are designated by the Board of Directors are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
STEPHEN KAPELOW	PRESIDENT	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156
PAUL KAPELOW	VICE-PRESIDENT	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156
PETER BLICHER	SECRETARY-TREASURER	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156

## ARTICLE VIII — BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

## ARTICLE IX — INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association shall indemnify any Director or Officer of the Association who is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or Officer of the Association or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprises:

- (1) Against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and
- (2) Against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

(b) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(c) No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

(d) Any indemnification under Section (a) (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section (a). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority of Members of the Association representing a majority of the total votes of the membership.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or Officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

(f) The indemnification provided by this resolution shall not be deemed exclusive of any other rights to which the Association's Directors, Officers, employees or agents may be entitled under the Association's Bylaws, agreement, vote of members or disinterested Directors or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a Director, Officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) Notwithstanding the foregoing provisions, indemnification provided under this resolution shall not include indemnification for any action of a Director, Officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

(h) The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Director, Officer or employee of the Association in any of his capacities as described in Paragraph (a), whether or not the Association would have the power to indemnify him or her under this Article.

(i) Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.



ARTICLE X  
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XI — DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two (2/3) thirds of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII — TERM

The term of this Association shall be perpetual.

ARTICLE XIII — AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manners:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meetings at which the proposed amendment is considered.

(b) A resolution for the adoption of the proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, Amendments to these Articles shall require the assent of Seventy-Five (75%) Percent of the entire membership of the Association and Seventy-Five (75%) Percent of the members of the Board of Directors.


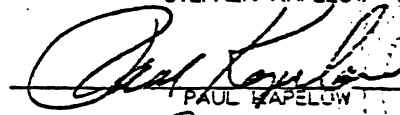

(c) A copy of each amendment shall be filed with the Secretary of State or its successors.

ARTICLE XIV — SUBSCRIBERS

The names and addresses of the Subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
STEPHEN KAPELOW	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156
PAUL KAPELOW	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156
PETER BLICHER	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 16<sup>th</sup> day of February, 1978.

  
STEPHEN KAPELOW  
  
PAUL KAPELOW  
  
PETER BLICHER

STATE OF FLORIDA                     )  
COUNTY OF DADE                 ) ss.:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of February, 1978, before me, the undersigned authority, personally appeared STEPHEN KAPELOW, PAUL KAPELOW and PETER BLICHER, known by me to be the persons who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument, for the uses and purposes therein expressed.

WITNESS my hand and official seal at \_\_\_\_\_, said County and State, the date aforesaid.

  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 20 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

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TAMERLANE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT A

A parcel of land located in Broward County, Florida, described as follows:

PARCEL NO. 1

Commence at the SW corner of E 1/2 of NE 1/4 of SW 1/4 of Section 5, Township 51 South, Range 42 East and run N 90° E along the Southerly line of E 1/2 of NE 1/4 of SW 1/4 of Section 5-51-42 a distance of 267.00 feet to the Point of Beginning of Parcel 1. Thence run N 0° 01' 57" W a distance of 404.50 feet to a point; thence run N 90° E a distance of 392.90 feet to a point on the Westerly line of North Thirty-Third Avenue, as said Avenue is described in Official Records Book 4187 at Page 547 of the Public Records of Broward County, Florida. Thence run S 1° 49' 44" E along the Westerly line of said North Thirty-Third Avenue, a distance of 234.30 feet to the Point of Curvature (P.C.) of a circular curve concave Northeasterly and having a radius of 3289.78 feet. Thence run Southerly along the arc of said curve through a central angle of 2° 58' 18" an arc distance of 170.63 feet to a point on the Southerly line of the NW 1/4 of SE 1/4 of said Section 5-51-42. Thence run N 90° W a distance of 5.79 feet to the SE corner of the NE 1/4 of SW 1/4 of said Section 5-51-42. Thence continue N 90° W along the Southerly line of NE 1/4 of SW 1/4 of said Section 5-51-42 a distance of 394.21 feet to the Point of Beginning. Parcel 1 contains 3.7131 Acres, more or less, or 161,744 Square Feet, more or less.

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

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PAGE 654

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B Y L A W S  
o f  
TAMERLANE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I — IDENTITY

The name of the corporation is TAMERLANE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association," a corporation not for profit organized under the Laws of the State of Florida. The Association has been organized for the purpose of administering the Common Areas of TAMERLANE, a development located upon the following land in Broward County, Florida; described in Exhibit 'A', attached hereto, and for the purposes of administering the Common Areas of such other housing developments as may be annexed into the said TAMERLANE HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be located at Suite 600, 9200 South Dadeland Boulevard, Miami, Florida 33156, but the meeting of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE II — DEFINITIONS

SECTION 1 — "Association" shall mean and refer to TAMERLANE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2 — "Property" and "Properties" shall mean and refer to that certain real property described in the TAMERLANE HOMEOWNERS ASSOCIATION, INC., Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3 — "Common Area" shall mean all real and personal property contained within the Property, with the exception of the Lots, owned, leased or maintained by the Association for the common use and enjoyment of the Owners.

SECTION 4 — "Lot" shall mean and refer to any portion of the Property, described by metes and bounds, improved or intended to be improved by Declarant with a single-family residence and conveyed or intended to be conveyed by Declarant by warranty deed to individual purchasers.

SECTION 5 — "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6 — "Declarant" shall mean and refer to Villas on the Park, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 7 — "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Public Records of Broward County, Florida.

SECTION 8 — "Member" shall mean and refer to those persons entitled to membership as provided in the Articles.

SECTION 9 — "Articles" shall refer to the Articles of Incorporation of TAMERLANE HOMEOWNERS ASSOCIATION, INC.

ARTICLE III — MEETING OF MEMBERS

SECTION 1 — ANNUAL MEETINGS — The annual meeting of the Members shall be held on the second Monday in the month of February in each year, at such time and place as might be determined by the Board of Directors. If the day for an annual meeting is a legal holiday, the meeting will be held the first business day following which is not a legal holiday, Friday, Saturday or Sunday.

SECTION 2 — SPECIAL MEETINGS — Special meetings of the Members may be called at any time by the President or by the Board of Directors of the Association ("Board") or upon written request of the Members who are entitled to vote one (1/4) fourth of all of the votes of both Class A and Class B membership.

SECTION 3 — NOTICE OF MEETINGS — Written notices of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat,

This instrument prepared by:  
Bernard A. Singer, Esq.  
Male, Bloom, Bodne, Kumerstein & Eisenberg, P.A.  
#1101 - 1401 Brickell Avenue, Miami, Fla. 33131

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addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4 — QUORUM — The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one (1/10) tenth of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

SECTION 5 — VOTING — At any meeting of Members, the Owners of Units shall be entitled to cast such votes to which they might be entitled as defined in the Articles of Incorporation of the Association. Class A members shall be entitled to one (1) vote for each Unit owned, and Class B members shall be entitled to three (3) votes for each Unit owned. Class A and Class B members shall be as defined in the Articles of Incorporation of the Association.

SECTION 6 — PROXIES — At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

SECTION 7 — ORDER OF BUSINESS — The order of business at annual members meetings, and as far as practical at other meetings, shall be:

- Calling of the role and certifying of proxies;
- Proof of notice of meetings;
- Reading of Minutes;
- Report of Officers;
- Report of Committees;
- Appointment of Chairman of Inspection of Election;
- Election of Directors;
- Unfinished Business;
- New Business;
- Adjournment.

#### ARTICLE IV — DIRECTORS

SECTION 1 — SELECTION; NUMBER; TERM — The affairs of this Association shall be managed by a Board from three (3) to nine (9) Directors, who shall be members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the initial Board of Directors shall be comprised of three (3) persons. The names and addresses of the persons who shall serve as Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
STEPHEN KAPELOW	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156
PAUL KAPELOW	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156
PETER BLICHER	Suite 600, 9200 South Dadeland Boulevard Miami, Florida 33156

The initial Board herein designated shall serve until the first annual membership meeting after the Class B membership has ceased and has been converted to Class A membership, at which time the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect one (1/3) third of the Directors for a term of three (3) years. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant, and should said member resign from the Board, he will be replaced by the Declarant.

SECTION 2 — REMOVAL — Any Director, except the original Directors, or the Director appointed by Declarant in accordance with the above Section, may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

SECTION 3 — COMPENSATION — No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 4 — ACTION WITHOUT MEETING — The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

## ARTICLE V — NOMINATION AND ELECTION OF DIRECTORS

SECTION 1 — NOMINATION — Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

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

## ARTICLE VI — MEETING OF DIRECTORS

SECTION 1 — REGULAR MEETINGS — Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This Section shall not be construed as to require regular meetings of the Board of Directors.

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

SECTION 3 — ORGANIZATIONAL MEETING — The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

SECTION 4 — QUORUM — A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

SECTION 5 — WAIVER OF NOTICE — Any Director may waive notice of a meeting before or after the meeting, and shall be deemed equivalent to the giving of notice.

SECTION 6 — JOINDER IN MINUTES — The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

SECTION 7 — PRESIDING OFFICER — The presiding Officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the president shall preside. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

SECTION 8 — ORDER OF BUSINESS — The order of business at Directors' meetings shall be:

- Calling of roll;
- Proof of notice of meeting;
- Reading of minutes;
- Report of Officers and Committees;
- Election of Officers;
- Unfinished Business;
- New Business;
- Adjournment.

## ARTICLE VII POWER AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1 — POWERS — The Board shall have the power to: (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; (b) Suspend the voting rights of a Member and his right to use recreational facilities during any period in which such member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration; (d) Declare the office of a member of the

Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors, provided, however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence at said meeting; (e) Employ such employees as they deem necessary and prescribe their duties; and (f) Exercise such other powers as given by Florida Statutes and not in conflict therewith.

**SECTION 2 — DUTIES** — It shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at an annual meeting of the Members;
- (b) Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) Foreclose the lien against any Unit for which assessments are not paid within thirty (30) days after due date and/or bring an action at law against the owner personally obligated to pay the same;
- (d) Issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

**ARTICLE VIII — OFFICERS AND THEIR DUTIES**

**SECTION 1 — ENUMERATION OF OFFICERS** — The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time, by resolution, create.

**SECTION 2 — ELECTION OF OFFICERS** — The election of Officers shall take place at the first meeting of the Board following each annual meeting of the members.

**SECTION 3 — TERM** — The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

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

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

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

**SECTION 7 — MULTIPLE OFFICERS** — The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**SECTION 8 — COMPENSATION** — Compensation of all officers and employees of the Association shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

**SECTION 9 — DUTIES** — The duties of the officers are as follows:

<b>President</b>	The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and shall have the power to sign all checks.
<b>Vice-President</b>	The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
<b>Secretary</b>	The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers requiring such seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as required by the Board.

#### Treasurer

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

### ARTICLE IX — COMMITTEES

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

### ARTICLE X — BOOKS AND RECORDS

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

### ARTICLE XI — ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due and payable shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of Twenty-Five (\$25.00) Dollars shall be charged. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Ten (10%) Percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees incurred in any such actions shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

### ARTICLE XII — AMENDMENTS

SECTION 1 — These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of members present in person or by proxy, except as may be elsewhere provided in these Bylaws, or the Articles of Incorporation or the Declaration and except that the Federal Housing Administration, the Veterans Administration, or other governmentally related lending institutions shall have the right to veto amendments while there is a Class B membership.

SECTION 2 — In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

SECTION 3 — Provided further, however, that so long as the Declarant owns any Units which are being held for sale in the ordinary course of business, and notwithstanding the fact that Class B membership may have ceased to exist, no amendment may:

- A) Interfere with the Declarant's efforts to sell those Units owned by it;
- B) Remove the Declarant's right to appoint at least one (1) member to the Board of Directors;
- C) Assess the Declarant for capital improvements without his prior written consent;
- D) Deny the Declarant the right to vote as a Class A member with regard to those Units owned by it after such time as Class B membership has ceased to exist; and
- E) Revoke Declarant's right to be excused from payments of regular assessments by virtue of his guaranteeing deficits, and providing services as elsewhere set forth in the Declaration and Articles of Incorporation.



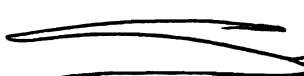


ARTICLE XIII — PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

ARTICLE XIV — FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first year shall begin on the date of incorporation. The Board, in its discretion, may adopt or change to a different fiscal year.


IN WITNESS WHEREOF, we, being all of the directors of TAMERLANE HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 16<sup>th</sup> day of February, 1978.

  
STEPHEN KAPELOW  
  
PAUL KAPELOW  
  
PETER BLICHER

STATE OF FLORIDA           )  
                                      ) ss.:  
COUNTY OF DADE         )

BEFORE ME, the undersigned authority, personally appeared STEPHEN KAPELOW, PAUL KAPELOW and PETER BLICHER, to me known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid, this 16<sup>th</sup> day of February, 1978.

  
NOTARY PUBLIC  
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 20 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of TAMERLANE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and that the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16<sup>th</sup> day of February, 1978.

  
Secretary

TAMERLANE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT A

A parcel of land located in Broward County, Florida, described as follows:

PARCEL NO. 1

Commence at the SW corner of E 1/2 of NE 1/4 of SW 1/4 of Section 5, Township 51 South, Range 42 East and run N 90° E along the Southerly line of E 1/2 of NE 1/4 of SW 1/4 of Section 5-51-42 a distance of 267.00 feet to the Point of Beginning of Parcel 1. Thence run N 0° 01' 57" W a distance of 404.50 feet to a point; thence run N 90° E a distance of 392.90 feet to a point on the Westerly line of North Thirty-Third Avenue, as said Avenue is described in Official Records Book 4187 at Page 547 of the Public Records of Broward County, Florida. Thence run S 1° 49' 44" E along the Westerly line of said North Thirty-Third Avenue, a distance of 234.30 feet to the Point of Curvature (P.C.) of a circular curve concave Northeasterly and having a radius of 3289.78 feet. Thence run Southerly along the arc of said curve through a central angle of 2° 58' 18" an arc distance of 170.63 feet to a point on the Southerly line of the NW 1/4 of SE 1/4 of said Section 5-51-42. Thence run N 90° W a distance of 5.79 feet to the SE corner of the NE 1/4 of SW 1/4 of said Section 5-51-42. Thence continue N 90° W along the Southerly line of NE 1/4 of SW 1/4 of said Section 5-51-42 a distance of 394.21 feet to the Point of Beginning. Parcel 1 contains 3.7131 Acres, more or less, or 161,744 Square Feet, more or less.

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

REC 7457 PAGE 771

78- 57287

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
TAMERLANE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 14th day of February, 1978, by  
VILLAS ON THE PARK, INC., a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Broward County, Florida, more particularly described in Exhibit 'A' attached hereto and made a part hereof, and hereinafter referred to as "Property"; and

WHEREAS, Declarant plans to develop the property by constructing residential dwelling units on same; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, Declarant deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the Property.

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

ARTICLE I — DEFINITIONS

SECTION 1 — "Association" shall mean and refer to TAMERLANE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2 — "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and residence constructed thereon which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3 — "Property" shall mean and refer to that certain real property described in Exhibit 'A' attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

SECTION 4 — "Common Area" shall mean all real and personal property contained within the Property, with the exception of the Lots, owned, leased or maintained by the Association for the common use and enjoyment of the owners of Lots.

SECTION 5 — "Lot" shall mean and refer to any portion of the Property, described by metes and bounds, improved or intended to be improved by Declarant with a single-family residence and conveyed or intended to be conveyed by Declarant by warranty deed to individual purchasers.

SECTION 6 — "Declarant" shall mean and refer to VILLAS ON THE PARK, INC., a Florida corporation, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 7 — "Unit" shall mean and refer to the residential dwelling constructed upon any Lot by Declarant.

ARTICLE II — PROPERTY RIGHTS

SECTION 1 — OWNER'S EASEMENTS OF ENJOYMENT — Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to:

- (a) Suspend the voting rights and easement of enjoyment in and to the Common Area by any Owner for any period during which any assessment levied against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
- (b) Dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association ("Members"). No such dedication or transfer shall be effective unless an instrument executed by two (2/3) thirds of each class of Members agreeing to such dedication or transfer has been recorded.

THIS INSTRUMENT PREPARED BY:

Bernard A. Singer, Esquire  
Male, Bloom, Bodne, Kuperstein & Eisenberg, P.A.  
1101 Forte Plaza, 1401 Brickell Avenue  
Miami, Florida 33131

78 MAR 8 PM 2:53

DEF 7457  
REC 7457  
PAGE 772

SECTION 2 — DELEGATION OF USE — Any Owner may delegate, in accordance with the Bylaws of the Association ("Bylaws"), his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot, but may not transfer said rights apart from the Unit.

SECTION 3 — EASEMENT OF RIGHT OF WAY — Those property owners, their heirs, successors or assigns having record title to the lands described in the final survey of the Property as "not included" therein, and their servants, visitors and licensees shall have an easement of right of way to pass and repass along those certain paved roadways described in the final survey of the Property as being maintained by the Association and located within the Common Areas of the Property.

SECTION 4 — TRANSFER OF TITLE TO COMMON AREA — At its election, the Declarant may retain the legal title to all or any part of the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, at which time the Declarant shall convey (by special warranty deed) the Common Area to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations, and easements of record.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1 — Every Owner of a Lot, including the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment.

SECTION 2 — The Association shall have two classes of voting membership as follows:

**Class A** Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot owned by Class A members. At such time as Declarant's Class B stock is converted to Class A in accordance with the provisions contained hereafter, Declarant shall likewise be a Class A member and entitled to one vote for each Lot owned.

**Class B** The Class B Member(s) shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- When the total votes outstanding in the Class A equal the total votes outstanding in the Class B membership, or
- July 1, 1982.

### ARTICLE IV — COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1 — CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS — The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Declarant shall be entitled, at its discretion, to pay the operating deficit of the Association rather than be assessed for regular maintenance with respect to those Units owned by it. This election by the Declarant may be made at any time and may be oral or in writing. The election shall be for a period of time from quarter to quarter and may be renewed or cancelled at the discretion of the Declarant upon the expiration of any such quarter-annual period. The operating deficit shall be the common expenses incurred by the Association in excess of amounts charged for common expenses to Lot Owners other than the Declarant. Furthermore, the Declarant shall be entitled to, if it so elects, to provide services and receive credit for the value of said services toward any contributions due from it, rather than make such contributions as might be due from it in cash. In the event the Declarant exercises its right to pay deficits of the Association, the Declarant shall be automatically deemed to have guaranteed to the Association and its members that the expenses assessed against each Unit Owner shall not be increased above the maximum amounts allowable pursuant to Section 3 hereunder, as a result of said election by Declarant.

SECTION 2 — PURPOSE OF ASSESSMENTS — The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

SECTION 3 — MAXIMUM ANNUAL ASSESSMENT — Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty-Five (\$245.76) Dollars and 76/100 Cents per Unit payable semiannually in installments of One Hundred Twenty-Two (\$122.88) Dollars and 88/100 Cents each.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by not more than Ten (10%) Percent above the assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above said Ten (10%) Percent by the affirmative vote of two (2/3) thirds of each Class of members voting in person or by proxy, at a meeting duly called for said purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum annual assessment.

**SECTION 4 — NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3** — Written notice of any meeting called for the purpose of taking any action authorized under the preceding Section shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast Sixty (60%) Percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one (1/2) half of the required quorum at the preceding meeting. If the required quorum is not present at such subsequent meeting, then a further meeting or meetings may be called as necessary to attain a quorum, subject to the aforesaid notice requirement, and the required quorum at each such subsequent meeting shall be one (1/2) half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 5 — UNIFORM RATE OF ASSESSMENT** — Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**SECTION 6 — DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES** — The annual assessments provided for herein shall commence as to all Units on the date as might be set by the Declarant, provided, however, that said assessment shall commence no later than one hundred twenty (120) days following the conveyance of the first Unit to a person other than a Declarant as defined herein. Nothing contained herein shall in any way infringe upon the Declarant's rights to be excused from monthly assessments in exchange for its guarantee to pay deficits of the Association in accordance with the provisions of Section 1 of this Article.

Each Unit Owner shall be obligated to pay assessments for his Unit commencing on the date he acquires title for same, provided that the assessments have otherwise been declared as of said date, and said assessments shall be collected from said Unit Owner on a semiannual basis.

The Board of Directors shall thereafter fix the amount of the annual assessments against each Unit at least thirty (30) days in advance of each assessment period, and said assessment shall be due semiannually. Written notice of the annual assessment shall be sent to every Owner. The due dates may be altered by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments due on a specified Lot have been paid.

**SECTION 7 — EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION** — Should any assessment not be paid within fifteen (15) days from the due date thereof, then the Association shall be entitled to assess against said Unit Owner a late fee of Twenty-Five (\$25.00) Dollars to cover the requisite bookkeeping, administration and collection required with regard to said late payment. Should any assessment not be paid within thirty (30) days from the due date thereof, the Board of Directors of the Association, at its discretion, may, upon five (5) days' notice, declare due and payable all assessments applicable to that Owner's Lot for the year in which the delinquency occurs. Delinquent assessments shall bear interest from the due date until collected at the rate of Ten (10%) Percent per annum. The Association shall perfect its lien for delinquent assessments by filing a claim of such lien in the public records of Broward County, Florida stating the description of the Lot, the name of the record owner, the amount due and the due dates. The Association may bring an action at law against the Owner personally obligated to pay same without waiving any claim of lien, or foreclose the lien against said Owner's Lot in like manner to a foreclosure of a mortgage on real property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot. In addition, should the Association find it necessary to seek legal action against the Unit Owner in order to collect the assessments due, then the Unit Owner shall additionally be obligated for the payments of all of the Association's costs in connection with said action, including, but not limited to, court costs and reasonable attorneys' fees.

**SECTION 8 — SUBORDINATION OF THE LIEN TO MORTGAGES** — The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording the claim of lien by the Association. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

It is the express intent of this Section, notwithstanding any other provisions hereof, or any prior provisions of the Declaration of Covenants, Conditions and Restrictions of TAMERLANE HOMEOWNERS ASSOCIATION, INC., or Amendments thereto, to subordinate the assessment lien referred to above only to first mortgages in favor of institutional mortgagees. In no event shall a second mortgage take priority over the assessment lien imposed by ARTICLE IV — Section 1 herein.

## ARTICLE V — ARCHITECTURAL CONTROL

No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property; nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by: (1) The Board of Directors of the Association; (2) An architectural committee composed of three (3) or more representatives appointed by the Board; and (3) The appropriate governmental authority. Each request for approval shall be accompanied by a Five (\$5.00) Dollar fee made payable to the Architectural Control Committee. In the event said Board, and the committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No Unit Owner shall be permitted to place tin foil upon any windows or sliding glass doors in his Unit, nor shall said Unit Owner be able to tint any windows or sliding glass doors in his Unit without first receiving the written approval of the architectural committee with regard to said tinting. All requests for approval hereunder shall be mailed or delivered to:

TAMERLANE ARCHITECTURAL COMMITTEE  
Suite 600, 9200 South Dadeland Boulevard  
Miami, Florida 33156

or such other address as shall from time to time be on file with the Association for such committee.

The provisions of this Article shall not apply to the Declarant, its successors and assigns. Notwithstanding anything to the contrary herein, Declarant shall have the right to appoint the members of the architectural committee as long as Declarant remains the owner of any Lot within the Property.

## ARTICLE VI — GENERAL PROVISIONS

SECTION 1 — MAINTENANCE OF UNITS — Every Unit Owner must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Development in its entirety or in part belonging to other Owners or would affect other Units in the Development. In this regard, Owner shall keep same in a neat and orderly fashion, and should he fail to do so, then the Association, upon demand, may enter upon the premises of the Unit Owner for the purposes of maintaining and/or repairing said Lot and/or Unit and the costs incident to said maintenance and/or repair or replacement shall be the personal obligation of the Unit Owner and become a lien against the subject Unit with the same force and effect of a lien that would be created by the said Unit Owner's failure to pay the maintenance assessments when due. Owner must maintain any islands in front of house and landscaping to asphalt street.

SECTION 2 — ENFORCEMENT — The Association, Declarant, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant, or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

SECTION 3 — SEVERABILITY — Invalidity of any one of the provisions contained in this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 4 — AMENDMENT — The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless cancelled by a vote of Seventy-Five (75%) Percent of the Unit Owners of record. This Declaration may only be terminated prior to the expiration of the initial twenty (20) year period, or the expiration of any ten (10) year extension period by the consent of all Unit Owners of record in the Development. This Declaration may be amended by a duly recorded instrument signed by not less than Seventy-Five (75%) Percent of the Lot Owners. No amendment shall alter the assessment lien or subordination provisions in connection therewith, as specified in Article IV hereof, without the prior approval of the mortgagee enjoying such protection and the County Attorney of Broward County, Florida, if he determines his consent to be necessary. Provided, however, that in the event the FHA and/or V.A. or other governmental-related lending institutions require a modification of this Declaration or of the Bylaws or Articles of the Association as a prerequisite to accepting the project for financing, said amendment may be passed by a majority vote of the Board of Directors without the necessity of approval by the individual Unit Owners. Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein.

SECTION 5 — ANNEXATION — Additional residential property and Common Area may be annexed to the Property with the consent of two (2/3) thirds of each Class of Members, provided, however, that the Declarant may, without the consent of the Class A Members, annex into the Association additional properties upon which are constructed similarly designed residential units, which annexation may take place at any time within five (5) years from the date of the recording of this Declaration without the consent of the Class A Members. After the expiration of said five (5) year period, the consent of the Class A Members shall be a prerequisite to annexation of any property into the Association.

SECTION 6 — MISCELLANEOUS — Where the context so requires, the use of masculine gender shall include the feminine and the neuter gender and the singular shall include the plural, and vice versa.

## ARTICLE VII — SPECIFIC PROVISIONS

SECTION 1 — LAND USE — No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than that one single-family dwelling not to exceed two (2) stories in height.

SECTION 2 — DWELLING COSTS AND SIZE — No dwelling, the construction of which is less than Ten Thousand (\$10,000.00) Dollars, shall be permitted on any Lot based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this provision to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred fifty (850) square feet and not less than six thousand eight hundred (6,800) cubic feet content total.

SECTION 3 — BUILDING LOCATIONS — Building locations shall not be changed from the original location thereof established by the Declarant in accordance with the final surveys prepared by the Declarant's engineers.

SECTION 4 — LOT SIZES — No dwelling shall be erected or placed on any Lot having a width of less than twenty-two (22) feet at the minimum building set back line nor shall any dwelling be erected or placed on any area of less than one thousand six hundred (1,600) square feet.

SECTION 5 — EASEMENTS — Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the final surveys. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements, except with the consent of the architectural control committee and the appropriate governmental agency. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 6 — NUISANCE — No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 7 — TEMPORARY STRUCTURES — No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be placed, erected or used on any Lot at any time, as a residence, temporarily or permanently, except for the use of a construction trailer or office and warehouse by Declarant during construction.

SECTION 8 — SIGNS — No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association except signs installed by the Declarant advertising the Lot or Lots during the construction and sales period and except customary name and address signs.

SECTION 9 — OIL AND MINING OPERATIONS — No oil drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 10 — LIVESTOCK AND POULTRY — No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

SECTION 11 — WASTE AND RUBBISH DISPOSAL — No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Sanitary containers shall be used for storage of all such material.

SECTION 12 — WATER SUPPLY AND SEWERAGE — No individual well will be permitted on any Lot within this subdivision except for irrigation, swimming pools or air conditioning. No septic tank will be permitted on any Lot unless the Declarant elects to furnish and install such equipment.

Provisions related to individual water supply and sewerage disposal shall be enforceable so long as the quality of service and the rate standard of the utility systems are within the standard rates established by governmental franchise or body if such franchise or body shall be created, and so long as the systems are operating to the satisfaction of the Broward County Health Department.

SECTION 13 — VISIBILITY AT STREET INTERSECTIONS — No obstruction to visibility at street intersections shall be permitted.

### SECTION 14 — PARTY WALLS

- (a) Each wall which is built as a part of the original construction of the Unit upon the Property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

- (d) Notwithstanding any other provisions of this Section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (f) In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of the arbitrators shall be by a majority of all the arbitrators.

**SECTION 15 — COMMERCIAL TRUCKS, TRAILERS AND BOATS** — In order to maintain the high standards of the Property with respect to residential appearance, no trucks in excess of eighteen (18) feet in length, campers in excess of twenty (20) feet in length, commercial vehicles, mobile homes, boats, house trailers, boat trailers, and trailers of every other description, shall be permitted to be parked or to be stored at any place on any Lot in this subdivision or common property without the prior written consent of the Association except during periods of approved construction on said Lot. The Association or Architectural Control Committee may designate a portion of the Common Area in which campers in excess of twenty (20) feet in length, boats, boat trailers or other specified vehicles may be parked. This prohibition of parking shall not apply to the temporary parking of trucks and commercial services. No vehicles of any kind may be parked on any grass-covered areas within the Property.

**SECTION 16 — FUEL STORAGE TANKS** — No fuel or gas storage tanks shall be permitted above ground on any residential Lot. All such tanks must be installed completely underground.

**SECTION 17 — PARKING** — Ownership of each Lot shall entitle the Owner or Owners thereof to the use of two (2) automobile parking spaces which shall be as near and as convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two (2) vehicle parking spaces for each Lot, for those Lots which do not contain parking within the Lot.

**SECTION 18 — CLOTHES DRYING** — All drying of clothes by line, rack or otherwise, shall be prohibited unless concealed from the view of the public.

**SECTION 19 — TELEVISION AND RADIO ANTENNAS** — At Declarant's option, there may be either one (1) television antenna for each building which shall serve as a master antenna for all units within said building, or a central television antenna or antennas located on the Property and connected to individual units with underground cable. Under either alternative, an easement shall exist across and through each Unit in order to allow the use of such antenna system by each unit owner and to provide electrical power for the antenna system. In the event that a Unit Owner provides electricity for the operation of the antenna system, such Unit Owner will be entitled to reimbursement from the Association based on expert determination of power consumption of such antenna system and current Florida Power and Light residential electrical rates. No other television or radio antennas may be installed on the exterior of a Unit without the prior written permission of the Architectural Committee.

**SECTION 20 — WATERWAYS** — No motor vessel or motorcraft of any kind shall be used on any of the waterways.

**SECTION 21 — LAWN MAINTENANCE** — Each Unit Owner shall maintain his Lot in an attractive and neat condition, and shall periodically and as is reasonably necessary, have the lawn mowed, edged, fertilized and watered and shall keep the lawn free of weeds and other noxious vegetation. If a Unit Owner fails to do so, then the Association, upon demand, may enter upon his Lot for the purposes of mowing, edging, weeding, fertilizing or watering his lawn and the costs incident thereto shall be the personal obligation of the Unit Owner and become a lien against the subject Lot and Unit with the same force and effect of a lien that would be created by the said Unit Owner's failure to pay maintenance assessments when due.

**SECTION 22 — REPAINTING** — No change in the color of the exterior of a Unit shall be made unless all Owners of Units within the grouping of townhouses in which the Unit is located shall unanimously agree to such color change, and approval is obtained from the architectural control committee. The Architectural Committee, in its discretion, may request by written notice that a Unit Owner repaint the exterior of his Unit when warranted by the condition of the paint on the exterior of such Unit. If a Unit Owner fails to repaint such Unit within sixty (60) days after receipt of the aforementioned notice, then the Association, upon demand, may enter upon the Unit Owner's premises for the purpose of repainting the exterior of the Unit and the costs incident thereto shall be the personal obligation of the Unit Owner and become a lien against the subject Lot and Unit with the same force and effect of a lien that would be created by the said Unit Owner's failure to pay maintenance assessments when due.

**SECTION 23 — LEASES** — Any lease agreement relative to any Lot or Unit shall be for a term of no less than four (4) months and shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Bylaws and Articles of Incorporation of the Association and that any failure by the lessee to comply with the terms of such documents are a default under the lease. All leases shall be in writing with a copy to be sent to the Board of Directors.

**SECTION 24 — ENCROACHMENTS** — In the event any portion of any Lot encroaches upon the Common Areas as a result of the construction, reconstruction, repair, shifting, settlement or moving of any portion of the Properties, a valid easement for the encroachment, and for the maintenance of the same, shall exist so long as the encroachment exists. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

**SECTION 25 — REPAVING OF PARKING AREAS** — In order to provide for the safety and welfare of the Unit Owners and the protection of their property, the Association may from time to time determine that the paved areas within the Common Areas require repaving. At such time, the Association may cause that portion of a Unit Owner's assigned parking space or spaces and/or driveways lying between the sidewalk and the common area being repaved to also be repaved. The cost of repaving the property specified in the preceding sentence shall be borne by the Unit Owner whose parking space or spaces and/or driveway is repaved and shall be paid to



the Association within thirty (30) days after notice of such charges is sent to such Unit Owner. If such charges are not paid within such thirty (30) day period, they will become a lien against the subject Lot and Unit with the same force and effect of a lien that would be created by the said Unit Owner's failure to pay maintenance assessments when due.

SECTION 26 — ENFORCEMENT — The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity all provisions of this Article. Additionally, the Association is granted an easement over the Property of each Unit Owner for the purpose of enforcing the provisions of this Article, and may go upon the Property of the said Unit Owner to remove or repair any existing cause of a violation of these provisions. In the event that the Association, after notice to the Unit Owner and failure to cure by the Unit Owner, does in fact exercise its right to cure said defect, then in that event all costs incident to said action by the Association shall become the personal obligation of the Unit Owner and be imposed as a lien against the Unit in the same fashion as if said sums represented monies due for unpaid assessments.

IN WITNESS WHEREOF, the Declarant hereof has caused this instrument to be executed this 14th  
Day of February, 1978.

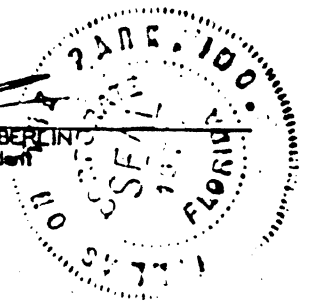
VILLAS ON THE PARK, INC.

Attest:

MORRIS L. STOLTZ, II  
Secretary

By:

JEROME BERLIN  
President



STATE OF FLORIDA )  
COUNTY OF DADE ) ss.:

BEFORE ME, the undersigned authority, personally appeared JEROME BERLIN and MORRIS L. STOLTZ, II, as President and Secretary, respectively, of VILLAS ON THE PARK, INC., a Florida corporation, who, being by me duly sworn, acknowledged before me that he executed the foregoing instrument as said officer on behalf of said corporation, for the uses and purposes therein expressed, and with full authority to do so.

WITTE SS my hand and official seal, this 14th Day of February, 1978.

Eileen Henschel  
NOTARY PUBLIC  
My Commission Expires:  
STATE OF FLORIDA  
NOTARY PUBLIC  
UNDERWRITING

78-143429

DECLARATION OF ANNEXATION

TO WHOM IT MAY CONCERN:

WHEREAS, on the 14 of February, 1978, VILLAS ON THE PARK, INC., a Florida Corporation (hereinafter referred to as the "Declarant,"), executed a Declaration of Covenants, Conditions, and Restrictions of TAMERLANE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Declaration,"), said Declaration being recorded March 8, 1978, at the Official Records Book 7457 at Page 772, of the Public Records of Broward County, Florida.

WHEREAS, said above-described Declaration, referred to the following described real property:

**PARCEL NO. 1** Commence at the S. W. corner of E. 1/2 of N. E. 1/4 of S. W. 1/4 of aforesaid Section 5, Township 51 South, Range 42 East and run N. 90° E. along the Southerly line of E. 1/2 of N. E. 1/4 of S. W. 1/4 of Sec. 5-51-42 a distance of 267.00 feet to the Point of Beginning of Parcel 1. Thence run N. 0° 01' 57" W. a distance of 404.50 feet to a point; thence run N. 90° E. a distance of 392.90 feet to a point on the Westerly line of North 33rd Avenue, as said Avenue is described in Official Record Book 4187 at Page 547 of the Public Records of Broward County, Florida. Thence run S. 1° 49' 44" E. along the Westerly line of said North 33rd Avenue, a distance of 234.30 feet to the Point of Curvature (P.C.) of a circular curve concave northeasterly and having a radius of 3289.78 feet. Thence run Southerly along the arc of said curve through a central angle of 2° 58' 18" an arc distance of 170.63 feet to a point on the Southerly line of the N. W. 1/4 of S. E. 1/4 of said Sec. 5-51-52. Thence run N. 90° W. a distance of 5.79 feet to the S. E. corner of the N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42. Thence continue N. 90° W. along the Southerly line of N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42 a distance of 394.21 feet to the Point of Beginning. Parcel 1 contains 3.7131 Acres, more or less, or 161,744 Square Feet, more or less.

WHEREAS, Declarant, VILLAS ON THE PARK, INC., is the fee owner of additional real property described as follows:

**PARCEL NO. 2** Begin at the S. W. corner of E. 1/2 of N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42 and run N. 0° 01' 57" W. a distance of 35.00 feet to the Northerly line of Hollywood Manor Drive (now Atlanta Street) as said Drive is shown on the recorded map of Hollywood Gardens Subdivision, Plat Book 6, Page 21 of the Public Records of Broward County, Florida. Thence run 90° W. along the Northerly line of Atlanta Street a distance of 25.00 feet. Thence run N. 0° 01' 57" W. along a line parallel with and 25.00 feet Westerly of the Westerly line of the E. 1/2 of N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42 a distance of 369.50 feet to a point. Thence run N. 90° E. a distance of 292.00 feet to a point, said point being the Northwesterly corner of above-described Parcel 1. Thence run S. 0° 01' 57" E. along the dividing line between Parcel 1 and 2, a distance of 404.50 feet to a point on the Southerly line of the N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42. Thence run N. 90° W. a distance of 267.00 feet to the Point of Beginning. Parcel 2 contains 2.6914 Acres, more or less, or 117,239 Square Feet, more or less.

**PARCEL NO. 3** Commence at the S. W. corner of E. 1/2 of N. E. 1/4 of S. W. 1/4 of Sec. 5-51-42 and run N. 0° 01' 57" W. a distance of 35.00 feet to the Northerly line of aforesaid Atlanta Street. Thence run N. 90° W. along the Northerly line of Atlanta Street a distance of 25.00 feet to the Point of Beginning of Parcel 3. Thence run N. 90° W. along the Northerly line of Atlanta Street a distance of 421.21 feet to a point. Thence run N. 0° 01' 57" W. a distance of 220.00 feet to a point. Thence run N. 90° E. a distance of 247.00 feet to a point; thence run N. 0° 01' 57" W. a distance of 35.00 feet to a point; thence run 90° E. a distance of 174.11 feet to a point on the dividing line between Parcels 2 and 3. Thence run S. 0° 01' 57" E. along said dividing line a distance of 255.00 feet to the Point of Beginning, excluding from Parcel 3, Lots 37, 38, 47, and 48, Block 13, Hollywood Gardens Subdivision as recorded in Plat Book 6, at Page 21 of the Public Records of Broward County, Florida. Area of Parcel 3, less excluded lots is 1.9919 Acres, more or less, or 85,767 Square Feet, more or less; excluded lots Area = 11,981 Square Feet, more or less.

WHEREAS, Article VI, Section 5, of the Declaration provides for the annexation of additional property, which property shall be subject to the Declaration and

WHEREAS, all of the requirements and conditions as stated in the Declaration, which are prerequisites to such annexation, have been complied with; and

WHEREAS, it is deemed advisable and expedient to annex the Property described above, and to restrict and limit the use for which said Property is intended.

This Document Prepared by:

Peter Allicher  
Suite 600  
9200 South Dadeland Boulevard  
Miami, Florida 33156

78 JUN 8 PM 12:42

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NOW, THEREFORE, for and in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed and declared as follows:

That VILLAS ON THE PARK, INC., the Declarant herein, does hereby declare that the real property described as:

Begin at the S. W. corner of E. 1/2 of N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42 and run N. 0° 01' 57" W. a distance of 35.00 feet to the Northerly line of Hollywood Manor Drive (now Atlanta Street) as said Drive is shown on the recorded map of Hollywood Gardens Subdivision, Plat Book 6, Page 21 of the Public Records of Broward County, Florida. Thence run 90° W. along the Northerly line of Atlanta Street a distance of 25.00 feet. Thence run N. 0° 01' 57" W. along a line parallel with and 25.00 feet Westerly of the Westerly line of the E. 1/2 of N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42 a distance of 369.50 feet to a point. Thence run N. 90° E. a distance of 292.00 feet to a point, said point being the Northwesterly corner of above-described Parcel 1. Thence run S. 0° 01' 57" E. along the dividing line between Parcels 1 and 2, a distance of 404.50 feet to a point on the Southerly line of the N. E. 1/4 of S. W. 1/4 of Sec. 5-51-42. Thence run N. 90° W. a distance of 267.00 feet to the Point of Beginning. Parcel 2 contains 2.6914 Acres, more or less, or 117,239 Square Feet, more or less.

Commence at the S. W. corner of E. 1/2 of N. E. 1/4 of S. W. 1/4 of Sec. 5-51-42 and run N. 0° 01' 57" W. a distance of 35.00 feet to the Northerly line of aforesaid Atlanta Street. Thence run N. 90° W. along the Northerly line of Atlanta Street a distance of 25.00 feet to the Point of Beginning of Parcel 3. Thence run N. 90° W. along the Northerly line of Atlanta Street a distance of 421.21 feet to a point. Thence run N. 0° 01' 57" W. a distance of 220.00 feet to a point. Thence run N. 90° E. a distance of 247.00 feet to a point; thence run N. 0° 01' 57" W. a distance of 35.00 feet to a point; thence run 90° E. a distance of 174.11 feet to a point on the dividing line between Parcels 2 and 3. Thence run S. 0° 01' 57" E. along said dividing line a distance of 255.00 feet to the Point of Beginning, excluding from Parcel 3, Lots 37, 38, 47, and 48, Block 13, Hollywood Gardens Subdivision as recorded in Plat Book 6, at Page 21 of the Public Records of Broward County, Florida. Area of Parcel 3, less excluded lots is 1.5915 Acres, more or less, or 69,161 Square Feet, more or less; excluded lots Area = 11,981 Square Feet, more or less.

be, and the same is hereby annexed to the Property described in the Declaration, and the Property be, and the same is hereby declared to be subject to said Declaration.

IN WITNESS WHEREOF, VILLAS ON THE PARK, INC., a Florida Corporation and TAMERLANE HOMEOWNERS ASSOCIATION, INC., have caused this instrument to be executed this 16th day of May, 1978.

WITNESSES:

[Signature]  
Leresa Tigera  
[Signature]  
[Signature]

VILLAS ON THE PARK, INC.  
a Florida Corporation

By: [Signature]  
James C. Berlin, President

Attest: [Signature]  
Joseph Dempsey, Assistant Secretary

TAMERLANE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Attest: [Signature]

By: [Signature]

STATE OF FLORIDA )  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements James C. Berlin, as President, and Joseph Dempsey as Assistant Secretary, of VILLAS ON THE PARK, INC., a Florida Corporation, to me well know to be the persons described in and who executed the foregoing instrument, and they duly acknowledge before me that acting under due authority, they executed the same and impressed the Corporate Seal for the purposes therein expressed as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of Miami, Dade County, Florida, this 16th day of May, 1978.

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

[Signature]  
Notary Public  
State of Florida  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 11 1981  
My Commission Expires

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78-209773

DECLARATION OF ANNEXATION

TO WHOM IT MAY CONCERN:

WHEREAS, on the 14 of February, 1978, VILLAS ON THE PARK, INC., a Florida Corporation (hereinafter referred to as the "Declarant," executed a Declaration of Covenants, Conditions, and Restrictions of TAMERLANE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Declaration," said Declaration being recorded March 8, 1978, at the Official Records Book 7457 at Page 772, of the Public Records of Broward County, Florida.

WHEREAS, said above-described Declaration, referred to the following described real property:

PARCEL  
NO. 1

Commence at the S. W. corner of E. 1/2 of N. E. 1/4 of S. W. 1/4 of aforesaid Section 5, Township 51 South, Range 42 East and run N. 90° E. along the Southerly line of E. 1/2 of N. E. 1/4 of S. W. 1/4 of Sec. 5-51-42 a distance of 267.00 feet to the Point of Beginning of Parcel 1. Thence run N. 0° 01' 57" W. a distance of 404.50 feet to a point; thence run N. 90° E. a distance of 392.90 feet to a point on the Westerly line of North 33rd Avenue, as said Avenue is described in Official Record Book 4187 at Page 547 of the Public Records of Broward County, Florida. Thence run S. 1° 49' 44" E. along the Westerly line of said North 33rd Avenue, a distance of 234.30 feet to the Point of Curvature (P.C.) of a circular curve concave Northeasterly and having a radius of 3289.78 feet. Thence run Southerly along the arc of said curve through a central angle of 29° 59' 18" an arc distance of 170.63 feet to a point on the Southerly line of the N. W. 1/4 of S. E. 1/4 of said Sec. 5-51-52. Thence run N. 90° W. a distance of 5.79 feet to the S. E. corner of the N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42. Thence continue N. 90° W. along the Southerly line of N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42 a distance of 394.21 feet to the Point of Beginning. Parcel 1 contains 3.7131 Acres, more or less, or 161,744 Square Feet, more or less.

WHEREAS, Declarant, VILLAS ON THE PARK, INC., is the fee owner of additional real property described as follows:

PARCEL  
NO. 4

Commencing at the S.W. corner of N.E. 1/4 of S.W. 1/4 of said Sec. 5-51-42 and run N. 0° 00' 33" W. along the Westerly line of N.E. 1/4 of S.W. 1/4 of Sec. 5-51-42 along the centerline of Palmetto Avenue, as said Avenue is shown on the recorded map of Hollywood Gardens Subdivision, Plat Book 6, Page 21 of the Public Records of Broward County, Florida, a distance of 35.00 feet to the Northerly line of said Atlanta Street to the Point of Beginning of Parcel 4. Thence run N. 0° 00' 33" W. along the Westerly line of N.E. 1/4 of S.W. 1/4 of Sec. 5-51-42 along the centerline of Palmetto Avenue a distance of 620.00 feet to a point; thence run N. 60° 26' 00" E. a distance of 67.82 feet to a point; thence run S. 38° E. a distance of 78.00 feet to a point; thence run S. 0° 00' 33" E. a distance of 267.00 feet to a point; thence run N. 90° E. a distance of 118.00 feet to a point; thence run S. 0° 00' 33" E. along the dividing line between Parcels 4, 3 and 5 a distance of 325.00 feet to a point on the Northerly line of Atlanta Street; thence run N. 90° W. along the Northerly line of Atlanta Street a distance of 225.00 feet to the Point of Beginning. Parcel 4 contains 2.4291 Acres, more or less, or 105,812 Square Feet, more or less.

WHEREAS, Article VI, Section 5, of the Declaration provides for the annexation of additional property, which property would be subject to the Declaration and

WHEREAS, all of the requirements and conditions as stated in the Declaration, which are prerequisite to such annexation, have been complied with; and

WHEREAS, it is deemed advisable and expedient to annex the Property described above, and to restrict and limit the use for which said Property is intended.

This Document Prepared by:

Peter Blicher  
Suite 600  
9200 South Dadeland Boulevard  
Miami, Florida 33156

MALE, BLOOM, BODNE, KUPERSTEIN & EISENBERG

PROFESSIONAL ASSOCIATION

1101 FORTE PLAZA

1401 BRICKELL AVENUE

MIAMI, FLORIDA 33131

BONDED THRU GENERAL INS. UNDERWRITER

OFF: 7718 PM 8:37  
REC: 7718 PM 8:37

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4. THEREFORE, for and in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable  
ons, the receipt and sufficiency of which are hereby acknowledged, it is agreed and declared as follows:

That VILLAS ON THE PARK, INC., the Declarant herein, does hereby declare that the real property described as:

PARCEL  
NO. 4

Commencing at the S.W. corner of N.E. 1/4 of S.W. 1/4 of said Sec. 5-51-42 and run N. 0° 00' 33" W. along the Westerly line of N.E. 1/4 of S.W. 1/4 of Sec. 5-51-42 along the centerline of Palmetto Avenue, as said Avenue is shown on the recorded map of Hollywood Gardens Subdivision, Plat Book 6, Page 21 of the Public Records of Broward County, Florida, a distance of 35.00 feet to the Northerly line of said Atlanta Street to the Point of Beginning of Parcel 4. Thence run N. 0° 00' 33" W. along the Westerly line of N.E. 1/4 of S.W. 1/4 of Sec. 5-51-42 along the centerline of Palmetto Avenue a distance of 620.00 feet to a point; thence run N. 60° 26' 00" E. a distance of 67.82 feet to a point; thence run S. 38° E. a distance of 78.00 feet to a point; thence run S. 0° 00' 33" E. a distance of 267.00 feet to a point; thence run N. 90° E. a distance of 118.00 feet to a point; thence run S. 0° 00' 33" E. along the dividing line between Parcels 4, 3 and 5 a distance of 325.00 feet to a point on the Northerly line of Atlanta Street; thence run N. 90° W. along the Northerly line of Atlanta Street a distance of 225.00 feet to the Point of Beginning. Parcel 4 contains 2.4291 Acres, more or less, or 105,812 Square Feet, more or less.

be, and the same is hereby annexed to the Property described in the Declaration, and the Property be, and the same is hereby  
clared to be subject to said Declaration.

IN WITNESS WHEREOF, VILLAS ON THE PARK, INC., a Florida Corporation and TAMERLANE HOMEOWNERS ASSOCIATION, INC., have caused this  
strument to be executed this 16th day of May, 1978.

WITNESSES:

VILLAS ON THE PARK, INC.  
a Florida Corporation

By: [Signature]  
Jerome C. Berlin, President

BY: [Signature]  
Joseph Dempsey, Assistant Secretary

TAMERLANE HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]  
VICE PRESIDENT

ATTEST: [Signature]

BY: [Signature]  
ASS. Sec. 1000

STATE OF FLORIDA )  
COUNTY OF DADE ) : SS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths,  
and take acknowledgements Jerome C. Berlin, as President, and Joseph Dempsey as Assistant Secretary, of VILLAS ON THE PARK,  
INC., a Florida Corporation, to me well known to be the persons described in and who executed the foregoing instrument,  
and they duly acknowledge before me that acting under due authority, they executed the same and impressed the  
Corporate Seal for the purposes therein expressed as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of Miami, Dade County, Florida,  
this 16th day of May, 1978.

My Commission Expires: **NOTARY PUBLIC STATE OF FLORIDA AT LARGE**  
**MY COMMISSION EXPIRES AUG. 11 1981**  
**BONDED THRU GENERAL INS. UNDERWRITERS**

[Signature]  
Notary Public  
State of Florida at Large

STATE OF FLORIDA )  
COUNTY OF DADE ) : SS

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

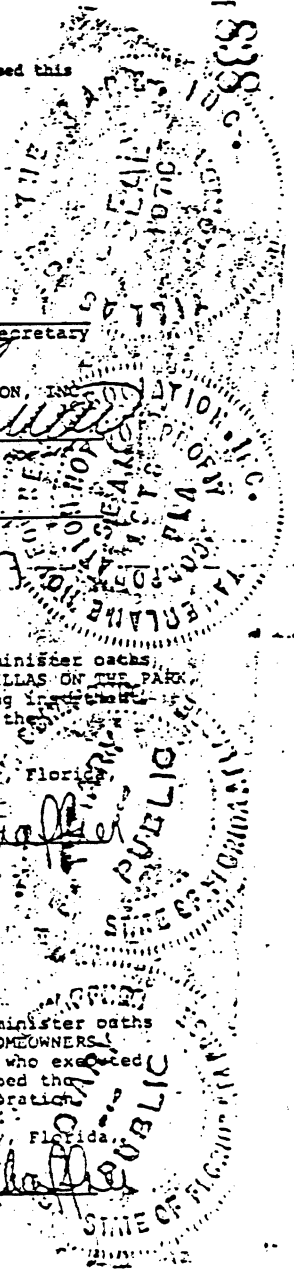
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths,  
take acknowledgements Carol M. Carraway, Vice President, and Joseph Dempsey, Assistant Secretary, of TAMERLANE HOMEOWNERS  
OCIATION, INC., a Florida Non-Profit Corporation, to me well known to be the persons described in and who executed  
foregoing instrument, and they duly acknowledge before me that acting under due authority, they executed the  
same and impressed the Corporate Seal for the purposes therein expressed as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of Miami, Dade County, Florida,  
this 16th day of May, 1978.

My Commission Expires: **NOTARY PUBLIC STATE OF FLORIDA AT LARGE**  
**MY COMMISSION EXPIRES AUG. 11 1981**  
**BONDED THRU GENERAL INS. UNDERWRITERS**

[Signature]  
Notary Public  
State of Florida at Large

OFF. 7718  
REC. 7718  
PAC 838



DECLARATION OF ANNEXATION

TO WHOM IT MAY CONCERN:

WHEREAS, on the 14 of February, 1978, VILLAS ON THE PARK, INC., a Florida Corporation (hereinafter referred to as the "Declarant,") executed a Declaration of Covenants, Conditions, and Restrictions of TAMERLANE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Declaration,") said Declaration being recorded March 8, 1978, at the Official Records Book 7457 at Page 772, of the Public Records of Broward County, Florida.

WHEREAS, said above-described Declaration, referred to the following described real property:

PARCEL NO. 1 Commence at the S. W. corner of E. 1/2 of N. E. 1/4 of S. W. 1/4 of aforesaid Section 5, Township 51 South, Range 42 East and run N. 90° E. along the Southerly line of E. 1/2 of N. E. 1/4 of S. W. 1/4 of Sec. 5-51-42 a distance of 267.00 feet to the Point of Beginning of Parcel 1. Thence run N. 0° 01' 57" W. a distance of 404.50 feet to a point; thence run N. 90° E. a distance of 392.90 feet to a point on the Westerly line of North 33rd Avenue, as said Avenue is described in Official Record Book 4187 at Page 547 of the Public Records of Broward County, Florida. Thence run S. 1° 49' 44" E. along the Westerly line of said North 33rd Avenue, a distance of 234.30 feet to the Point of Curvature (P.C.) of a circular curve concave Northeasterly and having a radius of 3289.78 feet. Thence run Southerly along the arc of said curve through a central angle of 29° 58' 18" an arc distance of 170.63 feet to a point on the Southerly line of the N. W. 1/4 of S. E. 1/4 of said Sec. 5-51-52. Thence run E. 90° W. a distance of 5.79 feet to the S. E. corner of the N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42. Thence continue N. 90° W. along the Southerly line of N. E. 1/4 of S. W. 1/4 of said Sec. 5-51-42 a distance of 394.21 feet to the Point of Beginning. Parcel 1 contains 3.7131 Acres, more or less, or 161,744 Square Feet, more or less.

WHEREAS, Declarant, VILLAS ON THE PARK, INC., is the fee owner of additional real property described as follows:

PARCEL NO. 5 Commencing at the S.W. corner of N. E. 1/4 of S.W. 1/4 of Sec. 5-51-42 and run N. 0° 00' 33" W. along the Westerly line of N.W. 1/4 of S.W. 1/4 of said Sec. 5-51-42 along the centerline of Palmetto Avenue a distance of 655.00 feet to a point; thence run N. 60° 26' 00" E. along the dividing line between Parcels 4 and 8 a distance of 67.82 feet to Point of Beginning of Parcel 5; thence run N. 60° 26' 00" E. along the dividing line between Parcels 5 and 8 a distance of 203.37 feet to a point; The following 9 courses are along the dividing lines of Parcels 5 and 7, Parcels 5,6 and 3, and Parcels 3,4 and 5. Thence run S. 36° E. a distance of 236.99 feet to a point; thence run N. 9° E. a distance of 35.00 feet to a point; thence run S. 59° E. a distance of 72.00 feet to a point; thence run S. 0° 00' 33" E. a distance of 305.00 feet to a point; thence run N. 90° W. a distance of 247.00 feet to a point; thence run N. 0° 00' 33" W. a distance of 105.00 feet to a point; thence run N. 90° W. a distance of 118.00 feet to a point; thence run N. 0° 00' 33" W. a distance of 267.00 feet to a point; thence run N. 38° W. a distance of 78.00 feet to the Point of Beginning. Parcel 5 contains 3.3697 Acres, more or less, or 146,782 Square Feet, more or less.

WHEREAS, Article VI, Section 5, of the Declaration provides for the annexation of additional property, which property would be subject to the Declaration and

WHEREAS, all of the requirements and conditions as stated in the Declaration, which are prerequisites to such annexation, have been complied with; and

WHEREAS, it is deemed advisable and expedient to annex the Property described above, and to restrict and limit the use for which said Property is intended.

## LAW OFFICES

MALE, BLOOM, BODNE, KUPERSTEIN &amp; EISENBERG

PROFESSIONAL ASSOCIATION

1101 FORTE PLAZA

1401 BRICKELL AVENUE

MIAMI, FLORIDA 33131

This Document Prepared by:

Peter Blicher  
Suite 600  
9200 South Dadeland Boulevard  
Miami, Florida 33156

78 SEP 1 AM 8:54

OFF: 7748 PAGE 34

Now, THEREFORE, for and in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed and declared as follows:

That VILLAS ON THE PARK, INC., the Declarant herein, does hereby declare that the real property described as:

PARCEL  
NO. 5

Commencing at the S.W. corner of N. E. 1/4 of S.W. 1/4 of Sec. 5-51-42 and run N. 0° 00' 33" W. along the Westerly line of N.W. 1/4 of S.W. 1/4 of said Sec. 5-51-42 along the centerline of Palmetto Avenue a distance of 655.00 feet to a point; thence run N. 60° 26' 00" E. along the dividing line between Parcels 4 and 8 a distance of 67.82 feet to Point of Beginning of Parcel 5; thence run N. 60° 26' 00" E. along the dividing line between Parcels 5 and 6 a distance of 203.37 feet to a point; The following 9 courses are along the dividing lines of Parcels 5 and 7, Parcels 5, 6 and 3, and Parcels 3, 4 and 5. Thence run S. 36° E. a distance of 236.99 feet to a point; thence run N. 90° E. a distance of 35.00 feet to a point; thence run S. 59° E. a distance of 72.00 feet to a point; thence run S. 0° 00' 33" E. a distance of 305.00 feet to a point; thence run N. 90° W. a distance of 247.00 feet to a point; thence run N. 0° 00' 33" W. a distance of 105.00 feet to a point; thence run N. 90° W. a distance of 118.00 feet to a point; thence run N. 0° 00' 33" W. a distance of 267.00 feet to a point; thence run N. 38° W. a distance of 78.00 feet to the Point of Beginning. Parcel 5 contains 3.3697 Acres, more or less, or 146,782 Square Feet, more or less.

be, and the same is hereby annexed to the Property described in the Declaration, and the Property be, and the same is hereby declared to be subject to said Declaration.

IN WITNESS WHEREOF, VILLAS ON THE PARK, INC., a Florida Corporation and TAMERLANE HOMEOWNERS ASSOCIATION, INC., have caused this instrument to be executed this 16th day of August, 1978.

WITNESSES:

VILLAS ON THE PARK, INC.  
a Florida Corporation

By: Jerome C. Berlin, President  
Attest: Joseph Dempsey, Assistant Secretary

BY: Joseph Dempsey, Assistant Secretary

TAMERLANE HOMEOWNERS ASSOCIATION, INC.

BY: GARY M. FACKEL

ATTEST: ASS Secretary

BY: ASS Secretary

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

STATE OF FLORIDA )  
COUNTY OF DADE ) SS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements Jerome C. Berlin, as President, and Joseph Dempsey as Assistant Secretary, of VILLAS ON THE PARK, INC., a Florida Corporation, to me well known to be the persons described in and who executed the foregoing instrument, and they duly acknowledge before me that acting under due authority, they executed the same and impressed the Corporate Seal for the purposes therein expressed as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of Miami, Dade County, Florida, this 16th day of August, 1978.

My Commission Expires: NO-ARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 11 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF DADE ) SS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements GARY M. FACKEL as President, and JOSEPH J. DEMPSY as Secretary, of TAMERLANE HOMEOWNERS ASSOCIATION, INC., a Florida Non-Profit Corporation, to me well known to be the persons described in and who executed the foregoing instrument, and they duly acknowledge before me that acting under due authority, they executed the same and impressed the Corporate Seal for the purposes therein expressed as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of Miami, Dade County, Florida, this 16th day of August, 1978.

My Commission Expires: NO-ARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 11 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF DADE ) SS

Debra Hirsch Schaffner  
Notary Public  
State of Florida at Large

OFF: 7748 nmh 35

Prepared By and Return To: BOP, Tamerlane Homeowners Association, Inc.  
Lloyd W. Procton, Esquire  
400 SE 18<sup>th</sup> Street  
Ft. Lauderdale, FL 33316  
Phone: (954) 525-1008

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

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Tamerlane Homeowners Association, Inc. is recorded in the Public Records of Broward County, Florida in Official Records Book 7457, Page 772, and

WHEREAS, not less Fifty (50%) Percent plus one of the Unit Owners as defined in the Declaration of Covenants, Conditions and Restrictions of Tamerlane Homeowners Association, Inc., have executed this Certificate of Amendment on the Consent and Joinders attached hereto as Composite Exhibit "1" which is a part of this Certificate.

NOW THEREFORE, the undersigned hereby certify that the amendments to the Declaration of Covenants, Conditions and Restrictions set forth on Exhibit "A" to this Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Tamerlane Homeowners Association, Inc. are a true and correct copy of the amendments to the Declaration of Covenants, Conditions and Restrictions as amended by the Unit Owners.



IN WITNESS WHEREOF, TAMERLANE HOMEOWNERS ASSOCIATION, INC. has  
executed this Certificate of Amendment to the Declaration of Covenants, Conditions and  
Restrictions of Tamerlane Homeowners Association, Inc. this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

Tamerlane Homeowners Association, Inc.

First Witness Signature (as to both)

Printed Name of First Witness

Vito Giardina, President

Second Witness Signature (as to both)

Printed Name of Second Witness

Karen Hill, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of MARCH, 2015  
by Vito Giardina and Karen Hill, President and Secretary respectively of Tamerlane Homeowners  
Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. Vito Giardina is  
personally known to me or has produced driver's license and did not take an oath. Karen Hill is personally  
known to me or has produced driver's license and did not take an oath.

NOTARY PUBLIC



EXHIBIT "A"  
TO  
CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
TAMERLANE HOMEOWNERS ASSOCIATION, INC.

(New language is underlined, deleted language is crossed through.)

Article VII, Section 23 of the Declaration of Covenants, Conditions, and Restrictions of Tamerlane Homeowners Association, Inc. shall all be amended to provide as follows:

ARTICLE VII - SPECIFIC PROVISIONS  
SECTION 23 - ~~LEASES~~  
CONVEYANCES - PROVISIONS RELATING TO SALE OR LEASE OF UNITS

A. Should a Unit Owner wish to sell or lease his Unit, he shall, before accepting any offer to purchase or lease his Unit, deliver to the Board of Directors of the Association, a written notice on the Association forms containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale or lease is to be made, two bank references and three individual references - local, if possible, and such other information (to be requested within ten (10) days from receipt of such notice) as may be required by the Board of Directors of the Association. This written notice must be delivered to the Board of Directors of the Association not less than thirty (30) days prior to the date the proposed sale is to occur or in the case of a lease or a lease renewal thirty (30) days prior to the date the proposed lease or lease renewal is proposed to commence. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

B. The Board of Directors of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors shall either consent in writing, in recordable form, to the transaction specified in said notice as hereinafter provided, or by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association, or the Association may designate one or more persons then Unit Owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase or lease, upon the same terms as those specified in the Unit Owner's notice, or object to the sale or lease to the prospective purchaser or lessee for good cause, which cause need not be set forth in the notice from the Board of Directors to the Unit Owner. However, the Association shall not unreasonably withhold its written consent to the prospective sale or lease.



C. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the Notice sent by the Board of Directors within which to make a binding offer to purchase or lease upon the same terms and conditions specified in the Unit Owner's notice. Thereupon the Unit Owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell or lease said Unit pursuant thereto to the prospective purchaser or lessee named therein, within ninety (90) days after his notice was given.

D. The consent of the Board of Directors of the Association shall be in recordable form and shall be delivered or mailed to the Unit Owner and/or the purchaser or the lessee. Should the Board of Directors fail to act as herein set forth, and within the time provided herein, the Board of Directors of the Association shall nevertheless hereafter prepare and deliver its written approval in recordable form as aforesaid, and no sale or lease shall be deemed valid without the consent of the Board of Directors as herein set forth.

E. The Association shall have the right to require that a substantially uniform form of lease be used, or in the alternative, the Board of Directors' approval of the lease form to be used shall be required.

F. There shall be delivered to the Association a reasonable screening fee of \$100.00 per applicant simultaneously with the giving of notice of intention to sell or lease or such other reasonable screening fee as permitted by the applicable Florida Statutes. No charge shall be made in connection with the renewal of a lease.

G. Notwithstanding any of the foregoing, the Association shall have the right to make its consent to lease contingent upon payment in full to the Association of any sum that may be due the Association for assessments.

H. The Association has the right to require as a condition to permitting the leasing of a Unit, the deposit into an escrow account maintained by the Association, of a security deposit in an amount not to exceed the equivalent of one (1) month's rent. The security deposit shall protect against damage to the Common Area or Association property.

I. If a Unit Owner shall lease his Unit, he shall remain liable for the performance of all the agreements and covenants in this Declaration and in the Bylaws and Rules and Regulations of the Association, and shall be liable for the violations of his lessee of any and all use restrictions. The Unit Owner leasing his Unit shall have the obligation and responsibility to advise the lessee of his Unit of all the restrictions and rules and regulations appertaining to the use of the Unit.



J. Every lessee shall be subject to this Declaration, the provisions of the By-Laws and the Rules and Regulations of the Association. Any lease agreement relative to any Lot or Unit shall be for a term of no less than four (4) months and shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Bylaws and the Rules and Regulations Articles of Incorporation of the Association and that any failure by the lessee to comply with the terms of such documents are a default under the lease. All leases shall be in writing with a copy to be sent to the Board of Directors.

K. No Unit Owner may lease his Unit during the first twelve (12) months that he owns the Unit. No lease shall be for a period of less than twelve (12) months. Units shall not be leased more than once in any twelve (12) month period. Subleases of Units are prohibited. No individual rooms may be rented and no transient tenants may be accommodated.

L. Any attempt to sell or lease said Unit without complying with the terms of this Article VII. Section 23 shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

M. The purchaser of a Unit must provide the Association with a copy of the closing statement and a copy of the deed in order that the Association receives both within fifteen (15) days after the closing of the Unit.

N. The provisions of this amended Article VII. Section 23 shall apply to all leases entered into after the effective date of this amendment. The provisions of this amended Article VII. Section 23 shall also apply to all lease renewals which commence subsequent to the effective date of this amendment, whether the lease which is being renewed commenced prior to effective date of this amendment or subsequent to the effective date of this amendment.

O. The owners of all Units which are leased on the effective date of this amendment must register these leases with the Board of Directors of the Association no more than thirty (30) days after the effective date of this amendment. This registration must be accomplished by the Unit Owner of a Unit being leased on the effective date of this amendment completing and delivering to the Board of Directors the form prepared by the Board of Directors for this purpose.

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
TAMERLANE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Tamerlane Homeowners Association, Inc. community consists of real property subject to the Declaration of Covenants, Conditions and Restrictions originally recorded in Official Records Book 7547, at Page 772, of the Public Records of Broward County, Florida;

WHEREAS, TAMERLANE HOMEOWNERS ASSOCIATION, INC., is the Florida not-for-profit corporation responsible for the maintenance, management, and operation of the above-referenced community;

WHEREAS, the attached Amendments to the Declaration of Covenants, Conditions, and Restrictions were approved in accordance with Article VI, Section 4, of the Covenants, Conditions and Restrictions, that is, by instruments signed by not less than fifty (50%) plus one of the Lot Owners, at a duly-called meeting of the Membership, initially scheduled for February 20, 2018, and subsequently reconvened for March 20, 2018, and at which a quorum was present;

NOW THEREFORE, BE IT RESOLVED that Article VII of the Declaration of Covenants, Conditions and Restrictions is amended as set forth on the Amendment sheet appended hereto.

IN WITNESS WHEREOF, I, the duly authorized officer of TAMERLANE HOMEOWNERS ASSOCIATION, INC., hereby certify the foregoing and have affixed my hand this 20 day of March, 2018.

TAMERLANE HOMEOWNERS  
ASSOCIATION, INC.

By: Karen Hill  
Karen Hill, President  
Board of Directors

WITNESSES

Witness Signature #1 Laura Branson

Printed Name Laura Branson

Witness Signature #2 Ines Barral

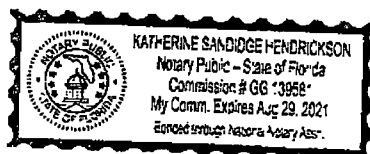
Printed Name INES BARRAL

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 20 day of March, 2018, by Karen Hill, President, of TAMERLANE HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification and who did/did not take an oath.

Katherine Sandidge Hendrickson  
NOTARY PUBLIC



**AMENDMENTS TO**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF**  
**TAMERLANE HOMEOWNERS ASSOCIATION, INC.**

(Please note: Additions are indicated by underlining, deletions by "-----", and unaffected language by ".....")

.....

ARTICLE VII – SPECIFIC PROVISIONS

SECTION 23

CONVEYANCES – PROVISIONS RELATING TO THE SALE OR LEASE OF UNITS

.....

P. Notwithstanding anything to the contrary contained within this Article or otherwise in this Declaration, the Articles of Incorporation, Bylaws, or any Rules or Regulations of Tamerlane Homeowners Association, Inc., no Lot may be leased in the Property if such lease will result in greater than ten (10) percent of Lots at the Property being occupied by non-owners at any one time. The Board of Directors, through promulgation of Rules, may maintain a "waiting list" for Owners wishing to lease their Lots once the maximum of ten (10) percent of Lots are occupied by non-owners. From that list, Owners may be permitted to lease their Lots on a first-come-first-served basis, once fewer than ten (10) percent of Lots are occupied by non-owners. As stated hereinabove, however, no Lot may be leased if such lease would result in greater than ten (10) percent of Lots being occupied by non-owners at any one time.

Q. Notwithstanding anything to the contrary contained within this Article VII or otherwise in this Declaration, the Articles of Incorporations, Bylaws, or any Rules and Regulations of Tamerlane Homeowners Association, Inc., no sale, conveyance, or other transfer of record title to a Lot shall be completed, nor shall approval of such sale, conveyance, or other transfer of record title to a Lot be given by the Board of Directors, if such sale, conveyance, or other transfer of record title to said Lot will result in the transferee under the instrument transferring record title to the Lot, or any firm, corporation, partnership, trust, or other entity related to, affiliated with, owned by, or controlled by said transferee, holding record title to more than three (3) Lots in the Property at any one time. The restrictions contained in this sub-section Q are specifically intended to prevent any person, individual, firm, corporation, partnership, or other entity from holding record title to, or otherwise exercising control over, more than three (3) Lots within the Property at any one point in time and shall be so construed by the Board of Directors in exercising the authority granted by this Section to consent to the sale or other transfer of record ownership of the Lots within the Property.

.....

SECTION 27  
TERMITE TREATMENT

Recognizing that, pursuant to Article VI, Section 1 of this Declaration, Owners are responsible for the proper maintenance and repair of their own Units; and further recognizing that termites have the tendency to spread and infest structures and, thus, once present in a Unit, the ability and likelihood to damage other Units on the Property that lie within the same cluster of Units; in the event that the Association or any Owner(s) within a cluster of Units receive(s) the written opinion and/or advice of a licensed pest control professional that the entire building structure on the Property consisting of a cluster of units requires tenting for termites, the Association or the Unit Owner(s) receiving such written opinion or advice may require that all other Owner(s) within the same cluster of units put the matter of tenting the entire cluster for termites to a vote by written ballot of all of the Owner(s) within the cluster. For purposes of this Section 27, "cluster" is defined as a single building or structure on the Property consisting of three (3) or more contiguous Units which share party walls, as defined by Section 14 of this Declaration. In the event that a majority of the Owners within the cluster vote in favor of tenting the cluster for termites, all Owners within the cluster must consent to the tenting treatment and shall cooperate to effectuate such treatment to the fullest extent possible, including, but not limited to vacating the Unit for a reasonable amount of time to complete the treatment. In the event of a tie vote in clusters containing an even number of Units, the Board of Directors of the Association shall be provided with written notice of such result by one or more of the Owners within the subject cluster within five (5) days of the vote. Within thirty (30) days thereafter, the Board of Directors shall schedule and hold a meeting to cast the tie-breaking vote. The failure of any Owner to submit a vote in favor of or against termite tenting shall be treated as a vote against. The costs of the tenting treatment shall be shared equally among the Unit Owners within the cluster being treated. Any Owner of a Unit within a cluster shall have right and authority to enforce the provisions of this Section 27 by a proceeding at law or in equity against one or more other Owners, but not against the Association. The Association shall also have the right, but not in any case the obligation or responsibility, to enforce the provisions of this Section 27 by a proceeding at law or in equity against one or more Owners within any particular cluster.