

DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR LAKE POINTE ESTATES

THIS DECLARATION is made this 15 day of MAY, 1991, by LAKEVIEW HOMES, hereinafter called "DEVELOPER," and declares that the real property described on Exhibit "A" attached hereto and made a part hereof, which is owned by DEVELOPER, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens sometimes referred to as "covenants and restrictions" hereinafter set forth.

RECITALS:

ARTICLE I.  
DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Architectural Control Committee" shall mean the committee created pursuant to Article VII hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of LAKE POINTE ESTATES Homeowners' Association, Inc., a Florida not-for-profit corporation, which have been filed in the office of the Secretary of the State of Florida, a true copy of which is attached hereto, marked Exhibit "B" and incorporated herein by reference, as such Articles may be amended from time to time.

Section 3. "Association" shall mean LAKE POINTE ESTATES Homeowners' Association, Inc., a Florida non-profit corporation, and its successors and assigns.

Section 4. "Assessment" shall mean any of the types of assessments defined below in this Section.

(a) "Common Assessment" shall mean the charge against each Owner and his Unit representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties.

(b) "Special Assessments" shall mean a charge against one or more (but not all) Owners and their Units equal to the cost incurred by the Association in connection with the enforcement of the provisions of this Declaration and/or a non-periodic assessment levied by the Board upon all Units to make up actual deficits or anticipated deficits in operating and maintenance expenses resulting from inadequate periodic assessments.

(c) "Reconstruction Assessment" shall mean a charge against each Unit representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Improvements on the Common Properties pursuant to the provisions of this Declaration.

(d) "Capital Improvement Assessment" shall mean a charge against each Unit representing a portion of the cost incurred by the Association for installation or construction of any Improvements on any portion of the Common Properties which the Association may from time to time authorize.



Section 5. "Board" shall mean the Board of Directors of the Association elected in accordance with the By-Laws of the Association.

Section 6. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board substantially in the form of Exhibit "C" attached hereto and made a part hereof by this reference, as such By-Laws may be amended from time to time.

Section 7. "Common Expenses" shall mean the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments and including those costs not paid by the Unit responsible for payment thereof); costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees and costs of insurance bonds covering those personnel; the costs of all utilities, gardening and other services benefiting the Common Properties including the recreational facilities; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Properties; the costs of bonding of the members of the Board and any management body; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; expenses incurred by the Association for any reason whatsoever in connection with its obligations regarding either the Common Properties; and reserves for capital improvements and deferred maintenance of the Common Properties.

Section 8. "Common Properties or Common Areas" shall mean those portions of the Properties not shown as Lots on the Site Plan for LAKE POINTE ESTATES as shown on Exhibit "D" attached hereto and made a part hereof and any additional property or easement which the Homeowners' Association is required to maintain by recorded instrument or government action.

Section 9. "Declaration" shall mean this instrument as it may be amended from time to time.

Section 10. "Developer" shall mean Lakeview Homes and its successor and assigns. Any assignment of Developer's rights hereunder must be in writing to be effective.

Section 11. "Unit" shall mean and refer to a constructed single family detached dwelling for which a Certificate of Occupancy has been issued.

Section 12. "Family" shall mean: (a) a group of natural persons related to each other by blood, by marriage or adoption, or who maintain a monogamous relationship between adults and the children of the parties to such relationship; or (b) a group of not more than two (2) persons not so related who maintain a common household in a Dwelling Unit.

Section 13. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located upon the common Properties or individual site planned Lot.

Section 14. "Institutional Mortgage" shall mean a mortgage upon a Unit held by an Institutional Mortgagee.

Section 15. "Institutional Mortgagee" shall mean any bank, savings and loan association, insurance company, mortgage company,



real estate investment trust, agency of the United States government, Federal National Mortgage Association (FNMA) or a lender generally recognized in the community as an institutional lender, as well as the Developer, and any assignee of a loan made by one of the foregoing to finance the purchase of a Unit.

Section 16. "Lot" shall mean each area designated as a Lot on the Site Plan for LAKE POINTE ESTATES as shown on Exhibit "D" attached hereto and made a part hereof, together with the improvements thereon.

Section 17. "Management Company" shall mean the person, firm or corporation, if any, which may be appointed by the Association hereunder as its agent to accept certain delegated duties, powers or functions of the Association.

Section 18. "Member" shall mean any person or entity holding a membership in the Association as provided for herein.

Section 19. "Notice and Hearing" shall mean written notice and a public hearing before a tribunal appointed by the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner further provided for in the By-Laws.

Section 20. "Owner" shall mean and refer to the person or persons or other legal entity or entities holding the fee simple interest of record to any Lot, including the Developer and sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation or debt and excluding purchasers under executory contracts of sale for a Lot. For purposes of Article IX only, Use Restrictions, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees and tenants and subtenants of any Owner, and any other permitted occupants of a Unit.

Section 21. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 22. "Properties" shall mean the property described in Exhibit "A" attached hereto and made a part hereof (including all Improvements thereon).

Section 23. "Record," "Recorded," and "Filed" shall mean, with respect to any document, the recordation of such document in the office of the Clerk of the Circuit Court of Broward County, Florida.

Section 24. "Recreational Facilities" shall mean tennis court, swimming pool and cabana building constructed on the common property and such other amenities that may be constructed on the common property in the future and designated as such by the Association.

Section 25. "Supplemental Declaration" shall mean any instrument recorded by the Developer or its successor in interest or the Association in the Public Records of Broward County, Florida, for the purpose of supplementing or amending this Declaration.

## ARTICLE II. OWNER'S PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a non-exclusive, common right and easement of ingress and egress over, enjoyment in, and use of the Common Properties, which



right and easement shall be appurtenant to and shall pass with title to his Unit subject to reasonable regulations as may be enacted by the Association from time to time and to the following specific conditions and limitations:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the Recreational Facilities, including, but not limited to, the right to limit the number of guests of an Owner using such facilities.

(b) The right of the Association to suspend the rights to use the Recreational Facilities by an Owner and his guests for any period during which any assessment against his Unit remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published Rules and Regulations of the Association, provided that any suspension of such voting rights or right to use the Recreational Facilities shall be made only by the Board of Directors of the Association, after notice and an opportunity for a hearing.

(c) The right of the Developer and of the Association, after the Developer has conveyed the Common Properties to the Association, to grant easements for utilities and other common use purposes.

(d) The right of the Developer to the non-exclusive use of portions of the Common Properties without charge, for sales, display, access, ingress, egress, construction and exhibit purposes so long as it shall own any Lot within the Lake Point Estates.

(e) The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement, or of the general Improvements within the Common Properties, as the case may be.

(f) The right of the Association to replace destroyed trees or other vegetation and to plant trees, shrubs and ground cover upon any portion of the Common Properties.

(g) An easement for ingress and egress over those portions of the Common Property designed and constructed as roadways and sidewalks.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his Family, or to the tenants who reside in his Dwelling Unit, subject to the Rules and Regulations of the Association in effect and any which may become effective in the future,

Section 3. PARKING. Parking for each Unit shall be limited to the garage constructed with the Unit and the portion of the driveway on the Owner's Lot. Except for limited guest parking not exceeding four (4) hours at any one time, no vehicle shall be parked on the unpaved portion of any Lot or on the Common Roadway. Temporary recreational parking shall be permitted only within spaces and areas clearly designated for this purpose, if any. Subject to the foregoing, the Association, through its officers, committees and agents, shall be entitled to establish regulations concerning parking on any portion of the Common Properties and may make provision for the involuntary removal of any vehicle violating them.



Section 4. EASEMENTS FOR VEHICULAR AND PEDESTRIAN TRAFFIC.

The Developer hereby reserves, grants and covenants for itself and all future Owners, lessees, guests, invitees, and Institutional Mortgagees of the Properties (or portions thereof), a non-exclusive easement for vehicular traffic over all streets and paved areas and driveways within the Common Properties, subject to the parking provisions set forth in Section 3 of this Article II and a pedestrian easement upon the sidewalks as constructed upon the Common Properties.

Section 5. EASEMENTS FOR PUBLIC SERVICE USE. The Developer hereby reserves easements over, under and through the Common Properties for cable TV, municipal and private utility companies and governmental public services, including, but not limited to, police, fire, health, sanitation and other public service personnel to enter upon (with or without vehicles or animals) any part of the Common Properties for the purpose of carrying out their duties and the right of all utility companies to install, maintain, replace or supplement their equipment and facilities.

SECTION 6. WAIVER OF USE. Every Owner shall have personal liability for Assessments duly levied by the Association on his Unit. No Owner may release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon or by abandonment of his Unit.

ARTICLE III.  
MEMBERSHIP IN ASSOCIATION

Section 1. MEMBERSHIP. Each Owner of a Lot within the Properties shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and each membership of an Owner in the Association shall be appurtenant to and may not be separated from the fee ownership of the Lot. Ownership of such Lot shall be the sole qualification for membership in the Association.

ARTICLE IV.  
VOTING RIGHTS.

Section 1. The Association shall have two classes of voting membership:

Class A: The Class A Members shall be all Owners except for the Developer. Class A Members shall be entitled to cast one vote for each Lot in which they hold an interest in fee simple. Where more than one person or entity holds such interest, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B: The Class B Member shall be the Developer. The Class B Member shall be entitled to cast ten (10) votes for each Lot in which it holds the interest required for membership.

The Class B membership shall cease and convert to Class A membership upon the happening of any one of the following events, whichever shall first occur:

(a) When Developer shall have sold all Lots owned by it in Lake Pointe Estates.

(b) On the 1st day of January, 2000.



Notwithstanding any provision contained herein to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as the Developer no longer holds title to any Lot.

**ARTICLE V.  
DUTIES AND POWERS OF ASSOCIATION**

The Association, acting through the Board of Directors, shall also have the power and duty to:

(a) Maintain, repair and otherwise manage the Common Properties and all facilities, Improvements and landscaping thereon in accordance with the provisions of this Declaration;

(b) Grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable TV and other services over the Common Properties to serve the Common properties and other portions of the Properties;

(c) Maintain such policy or policies of liability, fire and casualty insurance with respect to the Common Properties and personal property, if any, located thereon or used in connection therewith and owned by the Association or the Declarants as provided herein for furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws and/or Articles of the Association;

(d) Employ staff or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and to delegate its powers to committees, officers and employees;

(e) Mortgage or convey the Common Property, provided at least 2/3 of the Owners of Lots vote therefor and, if required by law or any contractual agreement or mortgage, with prior written approval of Institutional Mortgagees;

(f) Install and maintain such security devices, detectors and communication facilities, and employ or contract for employment of security services, guards and watchmen for the Common Properties as may be authorized by an approved budget;

(g) Promulgate, amend and alter Rules and Regulations governing the use of the Recreational Facilities, Common Properties and portions of the Lots for which regulatory obligations have been imposed upon the Association, for the health, safety and welfare of the Owners and to promote a harmonious community and to preserve the beauty and value of the Properties; and said Rules and Regulations may provide for a fine, not to exceed \$50.00 per occurrence, for any violations thereof, after notice and an opportunity for a hearing and, if said fine is not promptly paid, the Association may file a lien against the property of the offending Owner, which may be foreclosed in the manner of a mortgage. Should a fine be imposed, all provisions of Article VI pertaining to interest, late payment fees, attorneys' fees and costs shall apply;

(h) Take such other action for the health, safety and welfare of the Owners which the Board shall deem advisable with respect to the Properties as are not prohibited hereunder or under the law.



**ARTICLE VI.**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Developer, for each Lot now owned by it upon which there has been constructed a single family residence upon which a C/O has been issued, located within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof (or who accepts title thereto as an heir or devisee) whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Common Assessments, (b) Special Assessments, and (c) Reconstruction Assessments; (d). Capital Improvements Assessments and fines as hereinbefore provided, all such assessments to be established and collected as hereinafter provided. Such Assessments, together with any related interest, penalties, and costs of collection including reasonable attorneys' fees, shall be a charge on the Unit located thereon (and any other Improvements thereon). Said lien, however, shall attach to the Unit only upon the filing of a claim of lien in the Public Records of Broward County, Florida. Each such Assessment, together with interest, penalties, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Property against which the Assessment is made when so made and, except as otherwise provided herein, the personal obligation of his successors and assigns. If the Owner consists of more than one (1) person or entity, each such person or entity shall be jointly and severally liable for the aforementioned obligations. Subject to provisions of this Declaration protecting Institutional Mortgagees, the personal obligation for delinquent assessments shall pass with the Lot, and successors-in-title to such Lot must pay the same at or before closing. The Board of Directors shall deposit all monies collected in one or more accounts as it shall elect. Maintenance funds, if any, collected by Common Assessments may include monies for either a Properties Reserve Fund for the replacement, repair, painting, resurfacing and other maintenance of the Community Property, or specific budgetary reserves therefor to the extent necessary under the provisions of this Declaration.

**Section 2. PURPOSE OF COMMON ASSESSMENTS.** The Assessments imposed by this Article shall be used for the Association's operation and administration and fulfillment of its duties hereunder. Such duties shall include the promotion of the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and the Improvements and maintenance, repair, replacement and upkeep of the Common Properties and easements or properties appurtenant to the Property where the Association or Property Owners have the obligation to maintain the same. Disbursements shall be made by the Board for such purposes as are deemed necessary or appropriate for the discharge of its responsibilities herein for the common benefit of the Owners.

**Section 3. DAMAGE TO COMMON PROPERTIES BY OWNERS.** Maintenance, repairs and replacements within the Common Properties arising out of or caused by the willful or negligent act of an Owner, his family, guests, invitees or tenants shall be made at said Owner's expense, or a Special Assessment therefor shall be made against his Lot.

**Section 4. RECONSTRUCTION ASSESSMENTS.** In addition to the Common Assessments authorized in this Article, the Board of Directors of the Association with the approval of a majority of Lot Owners may levy, in any assessment year, a Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or other such addition upon the Common Properties, or upon or through the Lots, with regard to utilities' facilities of common benefit to Units (such as, by way of example, but not of limita-



tion, sprinkler systems and ingress-egress area lighting) including fixtures and personal property related thereto. No action authorized in this Section shall be taken without the prior written consent of Developer so long as Developer owns any portion of the Properties.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. The required quorum for such a meeting shall be one-half of the Members of the Association. If the quorum is not present, such meeting may be adjourned and rescheduled; provided, however, that the required quorum for the readjoined meeting shall be half of what it was for the original meeting, and the required vote to ratify such action shall be a simple majority of the Members in attendance at the rescheduled meeting in person or by proxy.

Section 6. DATE OF COMMENCEMENT OF UNIT OWNERS' OBLIGATION FOR COMMON ASSESSMENTS AND AMOUNT OF INITIAL ASSESSMENTS. Every Owner other than the Developer shall be required to pay Assessments under this Article with respect to his Unit upon acquiring title thereto. The Builder Developer shall not be required to pay any Assessment or to pay other sums due on any Lot owned by it unless and until a final Certificate of Occupancy has been issued for a Unit on such Lot.

Section 7. SETTING OF COMMON ASSESSMENTS: DUE DATE. Subject to Section 6 of this Article, the annual Common Assessment shall be uniform for each Lot within the Properties subject to assessment. The Board of Directors shall fix the amount of the annual Common Assessment to be levied against each Owner subject to assessment at least thirty (30) days in advance of the period covered by the assessment. The Board of Directors shall have the right to increase by no more than 10% in any annual period or decrease the amount of such annual Common Assessment at any time during such period if it, in the exercise of its judgment, deems such increase or decrease to be necessary or appropriate. In such event, written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner at least thirty (30) days prior to the effective date of such change. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Members of the Association a written, itemized estimated operating budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration. The Assessments shall be based upon an estimated budget that may include reasonable reserves for deferred maintenance of Improvements upon portions of the Properties that the Association is responsible for maintaining and may (but need not) include reserves for other contingencies. The Board may provide in its absolute discretion that the periodic Assessments be payable either annually, semi-annually, quarterly or monthly. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement for each fiscal year, and shall cause to be distributed a copy of each such statement to each Member and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board.

Section 8. EXEMPT PROPERTY. Common Expenses shall be assessed only against Units which are subject to assessment under the provisions hereof, and all other portions of the Properties shall be exempt therefrom.

Section 9. SPECIAL ASSESSMENTS. Special (i.e. non-periodic) assessments may at any time be levied by the Board upon all Units for which a Certificate of Occupancy has been issued to make up actual deficits or anticipated deficits in operating and maintenance costs



resulting from inadequate periodic assessments and may be levied against any Unit individually to collect a liability of the Owner of that Unit to the Association that is not common to all the other Owners.

Section 10. SHARE OF ASSESSMENTS. The periodic Common Assessments provided for hereinabove, the Special Assessments provided for in Section 9, the Capital Improvement Assessments and the Reconstruction Assessments provided for in Section 4, shall be divided evenly among all the Lots subject to assessment.

Section 11. ASSOCIATION'S REMEDIES FOR NON-PAYMENT.

(a) Penalties for Delinquency. Any assessment that is unpaid for more than ten (10) days after the date it is due shall bear a late payment charge of \$25.00 and shall bear interest at 18% per annum from the due date until it is actually paid; and in addition thereto, the Owner shall be obligated to pay any costs and attorneys' fees that may be incurred by the Association in enforcing its right hereunder. If a payment is unpaid for more than 30 days from the date it is due, the Association may place a lien upon the Unit in the Public Records of Broward County, Florida. Said lien shall secure the sums due hereunder at the time the lien was filed and all sums becoming due thereafter.

(b) Enforcement of Lien. The Association may bring an action in its name to foreclose any lien on a Lot upon which a Unit is located in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid assessments with interest and late charges thereon, plus the costs and expenses mentioned in Subsection (c) of this Section, without waiving any claim of lien. Upon the timely curing of any default, including the payment of fines, fees and costs secured by the Association's lien, the Owner curing the default is entitled to have a satisfaction of lien in recordable form delivered to him.

(c) Attorneys' Fees and Other Costs of Enforcement. Reasonable attorneys' fees incurred by the Association or its agent incident to the collection of an unpaid periodic or special assessment or the enforcement of any lien provided for by this Article, including attorneys' fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise, together with all sums advanced and paid by the Association or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and be secured by the Association's lien.

(d) Status of Transferees. No person or entity that acquires title to a Unit as a result of a foreclosure of an Institutional Mortgage or that accepts a deed in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of any assessments pertaining to that Unit or chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a claim of lien recorded prior to the recording of the mortgage in question. Any such assessments for which the new Owner is not liable shall be collectible by periodic or special assessments from all Units, including the new Owner of the Unit in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Unit shall be jointly and severally liable for all unpaid assessments against the grantor for his share of the Assessments up to the time of the conveyance. Anything contained herein to the contrary notwithstanding, each and every Owner, including purchasers at



a judicial sale, Institutional Mortgagees who foreclose or who take a deed in lieu of foreclosure, and those who come into title by reason of operation of law, shall be liable for all assessments coming due while he is the Owner of a Unit regardless of how his title was acquired.

(e) Cumulative Remedies. The remedies provided in this Section 11 shall be cumulative and not mutually exclusive.

Section 12. ASSOCIATION'S CERTIFICATE. Each Owner of an assessable Lot and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount or unpaid assessments against the Owner with respect to his Lot upon payment to the Association of a reasonable fee not exceeding Ten Dollars (\$10.00). Any person who relies upon such a certificate shall be protected thereby.

Section 13. SUBORDINATION. The lien on each Lot provided for in this Article shall be subordinate to the lien of a mortgage to an institutional mortgagee on that Lot made in good faith and for value and recorded before a claim of lien is filed under this Article with respect to that Lot.

## ARTICLE VII. ARCHITECTURAL CONTROL COMMITTEE

Section 1. MEMBERS OF COMMITTEE. The Architectural Control Committee sometimes referred to in this Declaration as the "Committee," shall consist of three (3) members. The initial members of the Committee shall consist of persons appointed by the Board of Directors of the Association. Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause by the Board of Directors. If the Board of Directors so determines, it may fulfill the duties of the Architectural Control Committee.

Section 2. REVIEW OF PROPOSED CONSTRUCTION. No building, fence, antenna, wall, screens, aerial, micro-wave dish, external enclosure, external light fixtures, hot tubs, pools, decks, mailboxes, address and name plaques or other Improvement (including landscaping other than that which is identical or substantially identical to that as is originally placed upon the Property by Developer) shall be painted, or repainted, erected, installed, planted or maintained on any lot, nor shall any additional alteration or color change be made to any exterior of any Unit or appurtenant structure by any Owner other than Developer until and unless the plans and specifications showing the nature, dimensions, colors, materials and location of the same, shall have been submitted to and approved in writing by the Architectural Control Committee in its sole discretion. The Committee shall approve proposals or plans and specifications submitted for its approval only if it finds the same will not be detrimental to the appearance of the Properties as a whole, and will be in harmony with the surrounding structures. The Committee may condition its approval of plans and specifications in such manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such request. Until receipt by the Committee of all required plans and specifications, or other additional information requested by it, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, such plans shall be deemed approved. No construction, addition, alteration or change by Developer shall require the prior approval or any certificate of consent of the Committee.



Section 3. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. Any Owner who does not agree with a decision of the Committee may appeal that decision to the full Board of Directors, whose decision shall be final.

Section 4. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, shall be liable to any person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to willful misconduct or bad faith. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations, such as architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 5. APPROVAL BY GOVERNMENT. No construction or reconstruction of Improvements shall be performed without appropriate Building Permits.

ARTICLE VIII.  
MAINTENANCE REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION..

(a) Common Properties. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, including all recreational facilities. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine.

(b) Common Sprinkler Systems. The Association shall maintain, or provide for the maintenance of, a commonly metered sprinkler system, including all pipes, pumps, lines conduits and sprinkler heads running through or under Common Properties or easements retained or held by the Association for maintenance of waterways or Landscape Areas. The Association shall be responsible for repairing or replacing, as and when it deems the same reasonably necessary, the foregoing systems, provided that if the replacement or repair (as the case may be) is necessitated by the negligence, misconduct or unauthorized placement of improvements by any particular Owners, tenants, guests or invitees, the cost of such repair will be charged as a special assessment against the Unit of such persons.

Section 2. BY THE OWNERS.

(a) Maintenance of Lot and Unit. With respect to Improvements upon his Lot, each Owner shall be responsible for keeping the interior and exterior of his Unit and his Lot and landscaping and irrigation system in a clean, safe, sightly and orderly condition and in good repair and shall repaint the same as required, provided that no repainting shall change the original color of the Unit without approval of the Architectural Review Committee. Unit Owners of Lots which back up to portions of the exterior common wall of the pro-



perty shall maintain such portion of the wall, and Unit Owners bordering the easement for lake maintenance shall maintain such portion of the easement as lies between the extended side lines of such Unit Owner's Lot from the rear of such Lot to the water.

(b) Repair and Reconstruction After Casualty. If a Unit is damaged by fire or other casualty, its Owner shall promptly restore it to at least as good a condition as it was in before the casualty occurred. Any such work shall be in accordance with the Unit's original plans and specifications unless otherwise authorized by the Architectural Review Committee.

(c) Insurance. Each Owner shall keep his Lot and Unit insured in an amount not less than its full insurable value against loss or damage by fire, other hazards covered by standard extended coverage endorsements, and whatever other liabilities and risks are customarily covered with respect to dwellings similar to his Unit. Each said policy shall name the Association, as its interests may appear, as a loss payee thereon and shall provide the Association with a minimum of 10 days notice of any cancellation or termination of said insurance. Evidence of such coverage shall be furnished to the Association promptly upon the acquisition and/or change in Lot of such policy.

(d) Failure to Perform. If an Owner fails to meet the Owner's insurance obligations hereunder, the Association shall be entitled, though not obligated, to obtain the required coverage itself and to levy on the offending Owner a Special Assessment equal to the cost of the premiums. If an Owner fails in his obligation for maintenance of his Lot or Unit or restoration of his Unit after a loss, the Association shall be entitled, though not obligated, to restore the neglected Unit and Lot to the condition required by this Article and to levy on the offending Owner a Special Assessment equal to the cost of the work that was the Owner's responsibility; and any presence by the Association or its officers and agents upon the offending Owner's Lot to maintain and restore said Lot and Unit and its appurtenances to the condition required hereunder shall not be deemed a trespass.

#### ARTICLE IX. USE RESTRICTIONS

All of the Properties shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 1. NUISANCES. No noxious or offensive activity shall be carried on about the Properties or in or about any Dwelling Units or Lots or on the Common Properties, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted to emanate from any Unit or Lot or from the use of the Common Properties, and the Board of Directors shall have the right to determine if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance.

Section 2. SIGNS. No sign, poster, display, billboard or other advertising device of any kind may be placed on any Lot as long as Developer has unsold Lots on the Property, and thereafter only one sign no larger than 1'x2' may be placed by an Owner on his Lot to advertise the sale or lease thereof without the prior written consent of the Board of Directors, except signs, regardless of size, used by Developer, its successors or assigns, for advertising during the construction and sale period of any and all of the Units and excepting such reasonable signs as the Association shall authorize.



Section 3. PARKING AND VEHICULAR RESTRICTIONS. No Owner shall park, store or keep on any portion of the Properties any oversized commercial or business vehicle or any vehicle which is deemed to be a nuisance or an eyesore by the Board of Directors of the Association after notice and a right to a hearing, nor any vehicle which is in disrepair, inoperable or without a current license tag, nor any boats and trailers, or other recreational vehicles including campers or mobile homes, unless authorized by the Board of Directors, the Rules and Regulations of the Association, or said vehicle is kept out of sight in the garage or behind appropriate screening approved by the Architectural Committee. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the properties, unless such work shall be done out of sight.

Section 4. ANIMAL RESTRICTIONS. No animals (including livestock, reptiles or poultry) of any kind shall be raised, bred or kept on the Common Properties. No dog or other pet may run loose and unattended on the Common Properties, and all such pets must be walked only in such portions of the Common Properties as may from time to time be designated for such use by the Association. The Owner of the pet shall clean up after his pet. No animal may be kept in any Unit except domestic pets, but not more than two (2) animals may be kept in any one Unit. No pet may be kept which becomes a nuisance or annoyance to neighbors. Violation of any provision of this Section shall entitle the Association to all of its usual rights and remedies (including, but not limited to, the right to fine Owners as provided for herein, in the Association's By-Laws or in any applicable rules and regulations of the Association). If a pet continues to be a nuisance, upon notice with a right to appear, the Board of Directors of the Association may order the pet removed from the Properties, and Owner shall have 10 days therefrom to permanently remove said pet from the Properties.

Section 5. TRASH AND OTHER MATERIALS. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Lots and Common Properties, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible to others, and no lumber, grass, shrub or tree clippings or paint waste, metal, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except when accumulated during construction by Developer or except when accumulated by the Association for imminent pickup and removal. Owners shall comply with all ordinances, rules and regulations of the City of Oakland Park and/or any other appropriate jurisdictions as to procedures for garbage and trash pickup provided that no trash or garbage shall be put out for pickup more than 12 hours prior to scheduled pickup.

Section 6. TEMPORARY BUILDINGS. No outbuilding, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the Properties, either temporarily or permanently without the written consent of the Board and the Committee. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked upon the Common Properties.

Section 7. COMMON PROPERTIES FACILITIES. Nothing shall be altered or constructed in or removed from the Common Properties except upon the written consent of the Board.

Section 8. ALTERATIONS. No owner shall cause or allow improvements or changes to any exterior portion of his Unit (including,



but not limited to, painting or other decorating of any nature, installing of any electrical wiring, television antenna, decking, pool, tub, machinery or air-conditioning units) or in any manner change the appearance of any portion of such Unit without first obtaining written consent of the Architectural Control Committee.

Section 9. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, shall be immediately corrected by the Owner of the Unit cited at his sole expense. Failure to correct any of the above will authorize the Association to take such corrective action at Owner's expense pursuant to Article VIII, Section 2.(d) hereof.

Section 10. OUTSIDE INSTALLATIONS. No radio station or short-wave operations of any kind shall operate from any Dwelling Unit. No exterior antennas or radio dishes shall be erected or maintained upon the Properties and Improvements thereon.

Section 11. INSURANCE RATES. Nothing shall be done or kept on any Lots which will increase the rate of insurance on any property insured by the Association or any other Owner; nor shall anything be done or kept on any Lot which would result in the cancellation of any insurance on the property.

Section 12. SINGLE FAMILY DWELLINGS. Units within the Properties shall be used for single family dwellings only and not for transients or aggregate living accommodations.

#### ARTICLE X. GENERAL PROVISIONS

Section 1. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly herein provided to the contrary, be construed to be covenants running with the Lots and Units and all of the provisions hereof shall be binding upon and enure to the benefit of the Developer and subsequent Owner(s) of the Lots and Units and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, their Families, tenants and occupants of the Lots and Units shall be subject to and shall comply with the provisions of this Declaration, the Articles, By-Laws and applicable Rules and Regulations, as they may from time to time be amended. The acceptance of a deed or conveyance of a Lot or Unit, or the entering into a lease of, or occupancy of any Unit shall constitute an adoption and ratification by such Owner, tenant or occupant of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any attorney-in-fact provisions contained herein. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 2. DURATION. The covenants and restrictions set forth in this Declaration shall be effective for a term of thirty-five (35) years from the date the Declaration is recorded. After that time, they shall automatically be extended for successive periods of fifteen (15) years each unless an instrument has been recorded in which seventy



percent (70%) of the then Owners and seventy percent (70%) of the holders of the then outstanding Institutional Mortgages agree by signing of a written instrument to revoke the covenants and restrictions in whole or in part; provided, however, that no such agreement shall be effective unless it is made and recorded at least one (1) year before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days before any action is taken.

Section 3. ENFORCEMENT. This Declaration, the Articles of Incorporation, the By-Laws and the applicable Rules and Regulations, as they may be amended from time to time, may be enforced as follows:

(a) Breach of any of the covenants or restrictions contained in the Declaration, Articles, the By-Laws or the Rules and Regulations, and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, the Developer, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, late charges, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants or restrictions contained in this Declaration, the Articles, the By-Laws or the Rules and Regulations are violated in whole or in part is hereby declared to be a nuisance, and every remedy allowed by law or equity to abate a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner, Developer and/or by the Association or their successors-in-interest.

(c) The remedies herein provided for breach of the covenants or restrictions contained in this Declaration, the Articles, the By-Laws or the Rules and Regulations shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration, the Articles, the By-Laws, or the rules and regulations shall not constitute a waiver of the Association's right to enforce the same thereafter.

Section 4. SEVERABILITY. Invalidation of any one of the provisions, covenants or restrictions by judgment or court order shall in no way affect any other covenants, restrictions or provisions which shall remain in full force and effect.

Section 5. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities, the Lots, the Units and the Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 6. AMENDMENTS. This Declaration may be amended as follows: (a) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the membership; provided, however, that no amendment shall



be permitted which has a material adverse effect upon substantial rights of either the Developer or First Mortgagees without their consent. So long as Developer owns one or more Lots, the Developer shall have an absolute right to make any amendments to this Declaration without requirement for the joinder or consent of any other party to such amendment if requested or required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, HUD, F.H.A., V.A., or such of them which owns or expects to own one or more Institutional Mortgages or insures the payment of one or more Institutional Mortgages on the Property. Nothing contained herein shall affect the right of the Developer to make such amendments or Supplemental Declarations as may otherwise be permitted herein.

Section 7. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 8. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Properties does and shall be conclusively deemed to have consented to and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

Section 9. NOTICES. Any notice permitted or required to be delivered by the Association or the Architectural Control Committee as provided for herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person at his Unit if no other address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association. Notices by Owners to the Developer or the Board shall be by certified mail, return receipt requested, and shall only be deemed to have been given upon receipt thereof by the Developer or the Board, as the case may be.

Section 10. Should any provision of the Declaration, the Articles or the By-Laws be in conflict, the Declaration shall first control, next the Articles shall control and lastly the By-Laws shall control.

LAKE POINTE ESTATES

Signed, sealed and delivered  
in the presence of:

Lou Ann Strayhorn

BY: ABD OAKLAND, INC., AND MID, INC.,  
INC., both Florida Corporations

BY: [Signature] [Signature]  
Authorized Representative.



STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on the 15 day of May, 1991, before me personally appeared Donna Whelan and Erin K. Hughes, authorized representative of LAKE POINTE ESTATES, to me known to be the person who signed the foregoing instrument as said authorized representative, and who acknowledged the execution thereof as his own free act and deed as said authorized representative for the use and purpose as herein mentioned, and that the same instrument is the act and deed of said developer on behalf of said developer.

WITNESS my signature and official seal at St. Augustine, in the County of Broward and State of Florida, the day and year last aforesaid.

My Commission Expires: 8-18-92

Lou Ann Straight  
Notary Public, State of Florida  
At Large