

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WEDGEWOOD COVE AT SHENANDOAH

THIS DECLARATION is made this 30th day of MARCH, 1987 by HERMAN M. BERGER, AS TRUSTEE, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create a residential community on such property with open spaces and other common facilities for the benefit of such community, to be known as "Wedgewood Cove at Shenandoah", which is part of a total planned development called "Shenandoah"; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in Wedgewood Cove at Shenandoah and for the maintenance of its common properties; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in Wedgewood Cove at Shenandoah, to delegate and assign to a newly formed nonprofit corporation the powers of maintaining and administering the community properties and facilities and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated or will incorporate under the laws of the State of Florida, as a nonprofit corporation, Wedgewood Cove at Shenandoah Homeowners Association, Inc., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Declarant declares that the real property described in Article II, and such additions to such real property as may be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association.

(b) "Assessment" means any Periodic Assessment, Special Assessment or other charge as described in Section 4 or Section 5 of Article V.

(c) "Assessment Period" shall mean a calendar quarter commencing the first day of January, April, July and October, respectively, of each year, unless otherwise provided by the Board of Directors.

(d) "Association" shall mean and refer to The Wedgewood Cove at Shenandoah Homeowners' Association, Inc., whose purpose is to administer the Properties in accordance with the provisions of the Land Use Documents.

(e) "Board" means the Board of Directors of the Association.

(f) "By-laws" means the By-laws of the Association.

(g) "Common Properties" shall mean and refer to portions of those areas of land identified as Tracts E, F and G of Shenandoah-Section Two, all as shown on the Plat, which are to be conveyed to the Association. Some or all of the Common Properties may be transferred to the Association from another not-for-profit Association within Shenandoah.

(h) "Community Association" shall mean and refer to Shenandoah Community Association, Inc., a Florida not-for-profit corporation.

(i) "Declarant" means HERMAN M. BERGER, AS TRUSTEE and his successors and assigns. Any rights specifically reserved to Declarant in any instrument of conveyance shall not inure to the benefit of his successors or assigns unless such rights are assigned by Declarant in a recorded instrument to such successor or assignee and such successor or assignee accepts the obligations of Declarant. The Declarant may assign or pledge any

or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to Declarant as the Developer is not intended, and shall not be construed, to impose upon Declarant any obligation or liability for the acts or omissions of third parties who purchase Lots within Wedgewood Cove at Shenandoah from Declarant and develop and resell such lots.

(j) "Declaration of Covenants and Restrictions for Shenandoah" means the Declaration of Covenants and Restrictions recorded in Official Records Book 13892 at Page 910 of the Public Records of Broward County, Florida, as amended from time to time.

(k) " Dwelling Unit " means any residential dwelling unit intended as an abode for one family constructed on the Properties including, without limitation, an attached or detached single-family home or zero lot line home.

(l) " First Mortgagee " shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its interest in the Lot.

(m) " Guardhouse " shall mean and refer to a guardhouse to be constructed at Declarant's expense at the east entry to the Roads.

(n) " Institutional Lender " shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender, or any combination of the foregoing entities.

(o) " Land Use Documents " shall mean this Declaration, the Articles, By-laws, and any and all Rules and Regulations, if any, promulgated by the Board.

(p) " Lot " shall mean and refer to each portion of land shown upon the Plat which has been designated by the Declarant to contain a Dwelling Unit.

(q) " Member " shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(r) "Neighborhood" means one of the discreet, distinct residential developments within the overall development commonly known as Shenandoah, of which Wedgewood Cove at Shenandoah is part.

(s) "Neighborhood Association" means a Florida corporation not-for-profit: (i) responsible for administering one or more condominiums which may be created in Shenandoah; or (ii) responsible for operating a non-condominium "Neighborhood" with non-condominium "Dwelling Units" and/or "Lots", the owners of which are members of the Neighborhood Association. The Wedgewood Cove at Shenandoah Homeowners' Association, Inc. shall be considered a Neighborhood Association.

(t) "Neighborhood Declaration" means: (i) the Declaration of Condominium by which a particular condominium in Shenandoah is submitted to the condominium form of ownership and all amendments thereto; or (ii) a land use document recorded in the Public Records of Broward County and all amendments thereto which establishes that the Owners of non-condominium Dwelling Units and/or Lots within portions of the Properties are members of a Neighborhood Association and whereby certain covenants and use restrictions have been impressed upon portions of that Neighborhood.

(u) "Notice" shall mean and refer to:

(i) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the By-laws of the Association; or

(ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Broward County; or

(iii) Notice given in any other manner provided in the By-laws of the Association.

(v) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(w) "Plat" shall mean that certain plat of Shenandoah-Section Two, recorded in Plat Book 128 at Page 22 of the Public Records of Broward County, Florida and any additional

plats of property brought under this Declaration pursuant to Article II.

(x) "Properties" shall mean and refer to the property described in Article II hereof.

(y) "Roads" shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, parking areas and avenues as designated and set forth on the Plat which are adjacent to the Owners' Lots.

(z) "Single Family" shall mean and refer to either a single person occupying a dwelling and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a dwelling as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(aa) "Turnover" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which the Declarant conducts a Special Meeting of the Membership for the purpose of electing officers and directors, as set forth in Article III of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS

DECLARATION AND ADDITIONS AND DELETIONS

Section 1. Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described as Lots 1 through 25 inclusive of Block 1, Lots 7 through 31 inclusive of Block 2, all of Shenandoah - Section Two as shown on the Plat and the Common Properties conveyed to the Association (the "Properties").

Section 2. Additions to or Deletions From Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions or Deletions by the Declarant. The Declarant may from time to time bring other lands under the

provisions hereof or remove lands (Common Properties, Lots or both) from the provisions hereof by recorded supplemental declarations (which shall not require the consent of Owners or the Association or any mortgagee) and thereby add to or delete from the Properties.

(b) Additions by Approval of Members. Without restriction upon the Declarant to add to the Properties in the manner provided in the foregoing Paragraph (a), upon approval in writing of the Association pursuant to a vote of its Members as provided in the Articles, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

(c) Additions by Merger. Upon a merger or consolidation of the Association with another association as provided in the Articles, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the Covenants and Restrictions established upon any other property as one scheme.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

IN THE ASSOCIATION: TURNOVER

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member.

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

(a) Class "A". Class "A" Members shall be all those owners as defined in Section 1 of this Article III, with the exception of the Declarant. A person or entity who owns a

Lot, including all builders, whether it is unimproved or contains a dwelling, for resale to another party for occupancy shall be a Class "A" Member. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Lot, 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 such Lot. The By-laws may establish procedures for voting when the title to a Lot is held in the name of a partnership, a corporation, or more than one person or entity.

(b) Class "B".

(i) The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 of this Article III, provided that the Class "B" Membership shall cease and become converted to Class "A" Membership on the happening of the earlier of either of the following events:

(A) when the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership; or

(B) at any earlier time that the Declarant, in its sole discretion, voluntarily converts its Class "B" Membership to Class "A" Membership; or

(C) on January 1, 1995.

(ii) From and after the happening of the earlier of these events, each Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot in which it holds the interest required for Membership under Section 1 of this Article III.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, the use restrictions contained in Article IX, and the additional provisions of this Declaration and the Plat, every Member, his agents, licensees and invitees, shall have a permanent and perpetual easement

for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with a title to every Lot. Such easements of enjoyment shall include but not be limited to the Member's right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to the Member's Lot, which right of ingress or egress shall not be subject to any fees or charges.

Section 2. Title to Common Properties.

(a) The Properties to be administered by the Association, including the Common Properties, were originally dedicated on the Plat to the Blue Ridge Homeowners' Association, Inc. In consideration for conveyance of the Properties to the Declarant, it is agreed that the Common Properties will be maintained by the Association. Accordingly, the Blue Ridge Homeowners' Association, Inc. shall convey by Quitclaim Deed (and the Association shall accept such conveyance) the Common Properties (including, but not limited to, the Roads) to the Association, prior to the conveyance of a Lot to an owner for occupancy of a dwelling unit constructed on the Lot, free and clear of all liens and encumbrances, except this Declaration, covenants and restrictions of record at the time of the conveyance of the Common Properties to the Association, the Plat, real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

(b) Even though legal title to the Common Properties will be in the name of the Association, rights to use the Common Properties can not be conveyed without conveyance of the Lots and the Common Properties can not be conveyed by the Association except in the event of a dissolution of the Association or pursuant to Section 3(b).

Section 3. Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for a period not to exceed sixty (60) days for any violation of this Declaration, the Association's Articles, By-laws or published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public

agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer;

(c) the right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary;

(d) the right of the Declarant, without approval of the Association or the Membership, to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration;

(e) the right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon, which shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(f) the right of the Association to grant to governmental agencies and/or private entities the right to install and maintain water, sewer, drainage, irrigation, electrical, telephone and cable television facilities within the Common Properties;

(g) all restrictions and rights of the Community Association contained or provided for in the Declaration of Covenants and Restrictions for Shenandoah;

(h) the easements described in Sections 4, 5, 6, 7 and 8 of this Article IV.

Section 4. Utility, Irrigation and Maintenance Easements. There is reserved unto the Declarant so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Properties in addition to those easements already reserved. A ten (10) foot wide utility and sidewalk easement is hereby granted across the front yard of each Lot.

Section 5. Maintenance, Original Construction Encroachment and Sidewalk Easements. A Maintenance Easement of four (4) feet in width is hereby granted from the side Lot line of each Lot for the benefit and use of the adjacent Lot Owner in the maintenance of such adjacent Lot Owner's dwelling. Additionally, should any portion of the original dwelling unit conveyed to a Lot Owner by Declarant encroach on the aforementioned Maintenance Easement, such encroachment shall be permitted and be deemed part of the Maintenance Easement granted herein for so long as such encroachment shall exist. No additional construction encroachments shall be permitted under this easement grant. There is also granted a Sidewalk Easement of three (3) feet in width to the Association to maintain the sidewalk. The Maintenance, Encroachment and Sidewalk Easements for each Lot are more particularly described on Exhibit "A" attached hereto.

Section 6. Easement for Governmental, Health, Sanitation and Emergency Services. A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

Section 7. Access Easement. The roads, walkways, sidewalks and other rights of way within the Properties are hereby declared and reserved to be subject to a perpetual easement over and across same for ingress and access to and egress from the Properties, and any lots and other properties adjacent to the Properties to the west (including, without limitation, Lots 26 through 29 of Block 1, Lots 1 through 6 of Block 2, Lots 1 through 22 of Block 3, Lots 1 through 6 of Block 4, and Lots 1 through 6 of Block 5, all of Shenandoah-Section Two, according to the Plat and Tracts E, F and G, according to the Plat), in favor of the owners and tenants of such lots and properties and their guests, invitees and licensees, the Declarant, the Association, the Community Association and Neighborhood Association(s) covering such properties, and all members of such Associations, their guests, invitees and licensees to be used in a manner consistent with the purposes set forth herein.

Section 8. Declarant's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Declarant, as Owners or otherwise, the Declarant is extended the right to enter upon the Properties at any time and in any way reasonably necessary to allow the Declarant to construct or sell, or promote, in this subdivision or any contiguous subdivision or to carry out any responsibility of the

Declarant to Owners in such subdivisions, including, but not limited to, the right to use the street in front of any model areas designated by Declarant for parking by visitors and staff, to use any part of the Common Properties for location of Declarant's sales center, to maintain and show model homes, to have employees in the office, and to use the Common Properties. Notwithstanding any other provision in the Declaration, the Declarant is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except for the exemption provided to Declarant in Section 6 of this Article V, the Declarant, for each Lot owned by him within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Periodic Assessments or charges; (2) Special Assessments for capital improvements; and other expenditures by the Association hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Lots, including but not limited to, the payment of taxes and insurance on the Common Properties, and adequate reserves for repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Reserve amounts assessed for the maintenance, repair and replacement of Common Properties shall be included in the Periodic Assessments, rather than levied against Lots and Dwelling Units as a Special Assessment. Reserve items may include, without limitation, painting, roof replacement and pavement resurfacing.

Section 3. Date of Commencement of Periodic Assessments; Due Dates; Assessment Period. Periodic Assessments shall

commence as to each Lot on a date (which shall be the first day of a calendar month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessment shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Board.

Section 4. Basis and Maximum Amount of Periodic Assessments.

(a) "Periodic Assessments" shall mean all assessments for the purposes described in Section 2 of this Article V except for Special Assessments described in Section 5 of this Article V. Until the Turnover Meeting, the Periodic Assessments for all Class "A" Members shall be established by the Declarant.

(b) Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be _____ Dollars (\$ _____) per Lot, plus any amounts that may be assessed under Section 5 of this Article.

(i) From and after January 1st of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased each year without a vote of the Membership by a sum not more than ten percent (10%) above the sum of: (i) the maximum assessment for the previous year, adjusted to reflect price increases based on the U.S. Government's current Consumer Price Index All Cities-All Items (1967 = 100) as published by the U.S. Department of Labor, plus (2) increases mandated by governmental agencies and/or increased costs incurred to obtain services from utility entities.

(ii) From and after January 1st of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased above the provisions as described in Section 4(b)(i) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after Turnover, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each

twelve-month period thereafter commencing on the first day of January (hereinafter called an "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

Section 5. Special Assessments.

(a) The Board may levy in any Assessment Year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment.

(b) Funds in excess of \$10,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association and which have not previously been collected as reserves or are not otherwise available to the Association shall be levied by the Association as Special Assessments only upon approval of a majority of the Board of Directors of the Association or upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a duly constituted meeting of the Association.

Section 6. Uniform Rate of Assessment. All Periodic and Special Assessments shall be at a uniform rate for each Lot. However, until such time as the Class "B" membership converts to Class "A" membership, the maintenance costs for the unsold Lots chargeable to the Declarant will be determined as follows: The total amounts charged for common expenses to Lot Owners other than the Declarant will be deducted from the total common expenses as incurred by the Association and the difference will be paid by the Declarant as his contribution to cover the common expenses for the unsold Lots on a prorata basis. The Association shall have a lien upon all unsold Lots until such difference is paid; such lien is to be enforceable in accordance with this Article. After the Class "B" membership converts to Class "A" membership, the Declarant will pay the same assessment for common expenses of each of said Lots as every other owner. Nothing in this Section 6 shall be construed to require a Lot Owner other than the Declarant to pay more than the maximum annual assessment

in Section 4 above except in accordance with that section. Nor shall this Section 6 be construed to require a Lot Owner other than the Declarant to pay more than his proportionate share (based on the total number of Lots under this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots which have been brought under the scope of this Declaration were occupied and the Association were in full operation.

Section 7. Duties of the Board of Directors.

(a) The Board of Directors of the Association shall prepare budgets and a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment Year shall be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

(b) The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment against a Lot is not paid on the date when due (being the dates specified in Section 3 and Section 5 hereof), then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, on such date be a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to such assessment shall remain his personal obligation for the statutory period of limitations.

(b) Prior to the voluntary sale of any Lot, the Owner may require from the proper officers of the Association a certificate, in recordable form, as to whether the Owner has paid all assessments to date. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

(c) If the assessment is not paid within thirty

★ (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate equal to ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the Lot; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of any and all attorneys' fees incident to collection whether or not suit is brought including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments and a reasonable attorneys' fee to be fixed by the Court together with costs incident to the action.

(d) The Members and any institutional First Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot or Dwelling Unit or the Common Properties. Further, the Members and any First Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any taxes, insurance premium or fidelity bond premiums or other required items of common expense on behalf of the Association where the same are overdue and where lapses on policies or services may occur. The Member or First Mortgagee shall be entitled to immediate reimbursement for such overdue common expenses so paid from the Association, plus any costs of collection, including, but not limited to, reasonable attorneys' fees.

Section 9. Subordination of the Lien to Mortgages.

(a) The lien of the assessments against any Lot shall be subordinate to the lien of any First Mortgage now or hereafter placed upon the Lot. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgage or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such Lot which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage.

(b) Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due,

or from the lien of any such subsequent assessment. Any such subsequent assessment shall be subordinate to the lien of a First Mortgage placed upon the Lot prior to the time of the recording of such subsequent assessment lien.

Section 10. Assessments by the Community Association. This Association is responsible for collecting all assessments by the Community Association against Lot Owners along with this Association's assessments. This Association shall be responsible for paying to the Community Association all assessments to the Members of this Association by the Community Association in advance on the dates set by the Community Association. Such assessments shall not be considered part of the Association's budget and the Association shall not be entitled to use any of such funds.

Section 11. Exempt Property. There shall be exempted from the assessments, charges and liens created herein all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use.

ARTICLE VI

DESIGN REVIEW COMMITTEE

Section 1. Design Review Board. All Lot Owners and this Association shall be bound by the decisions of the Design Review Board ("DRB") of the Community Association. At any time, the DRB may approve the establishment of a Design Review Committee ("DRC") for this Association which shall then have approval rights in accordance with the requirements of Article VI of the Declaration of Covenants and Restrictions For Shenandoah in lieu of the DRB.

Section 2. Members of Committee. The DRC, if and when it exists, shall consist of not less than three (3) members and not more than five (5) members. The initial members of the DRC, if and when established, shall consist of persons designated by the Declarant if Declarant then owns any Lots. If the Declarant no longer owns any Lots at the time the DRC is created, the initial members shall be appointed by the Board of Directors. Each of said persons or their successors selected by Declarant shall hold office until all Lots have been conveyed by Declarant, or sooner at the option of the Declarant. Thereafter, each new member of the DRC shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided

herein. The Board of Directors shall have the right to appoint and remove (either with or without cause) any and all members of the DRC at any time, except for members of the DRC appointed by the Declarant.

Section 3. Meetings of the DRC. The DRC shall meet from time to time as necessary to perform its duties hereunder. The DRC may from time to time, by resolution unanimously adopted in writing, designate any DRC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRC. In the absence of such designation, the vote of a majority of the members of the DRC shall constitute an act of the DRC.

Section 4. Compensation. The members of the DRC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The DRC, however, shall have the power to engage the services of professionals to serve as members of the DRC for compensation for purposes of aiding the DRC in carrying out its functions.

Section 5. Non-Liability of DRC Members. Neither the DRC nor any member thereof, nor its duly authorized DRC representative(s), shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The DRC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition for the basis of aesthetic considerations, the overall benefit or detriment which would result to the immediate vicinity and to the Properties and for compliance with the design review criteria as described in the Declaration of Covenants and Restrictions for Shenandoah. The DRC shall take into consideration the aesthetic aspects of the 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 6. Declarant's Exemption. The Declarant and any other other builder of new homes shall be exempt from the provisions of this Article VI with respect to alterations and additions to be made by the Declarant or such builder and shall

not be obligated to obtain DRB approval for any construction or changes in construction which the Declarant or such builder may elect to make at any time.

Section 7. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the Owner of a Lot, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

ARTICLE VII

INSURANCE

(a) Property and casualty insurance on the Common Properties shall be maintained through the Association, in an amount equal to the maximum insurable value thereof. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance and, if the insurance proceeds are inadequate to cover the costs of such repair and restoration, then the Association may levy a Special Assessment for this purpose. All insurance proceeds shall be applied to the repair, replacement or restoration of the Common Properties. Prior to the end of each policy year, the Association shall adjust the insurance coverage so that the Common Properties are insured for their maximum insurable value.

(b) The Association shall also purchase such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers, if such insurance is available.

(c) The premiums of all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through the Periodic Assessments against each Lot.

ARTICLE VIII

MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Preamble.

(a) The responsibility for the maintenance of the Properties is divided between the Association and the Owners.

Maintenance of the Lots is the responsibility of the Owners. The maintenance of the Guardhouse and the Common Properties, including but not limited to the Roads, is the responsibility of the Association. The Community Association is granted certain enforcement rights pursuant to the Declaration of Covenants and Restrictions for Shenandoah in the event the Owners and the Association do not carry out their respective maintenance responsibilities.

(b) The Board of Directors has the right to require the Members to maintain their Lots in a manner befitting the standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on the Lot.

Section 2. Exterior Maintenance Responsibility of Owner.

(a) The Association shall not have exterior maintenance responsibilities, periodic or otherwise, for Lots or any dwellings or other buildings or improvements thereon. In the event any Owner has failed to maintain the exterior of his Lot in accordance with general standards of the community then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each dwelling it deems necessary in its sole discretion, including but not limited to the following: painting; repairs; replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways; and other exterior improvements.

(b) General standards of the community shall include but not be limited to:

(i) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Properties, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon.

(ii) All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition.

The Lots and any dwellings or other buildings or improvements thereon shall be kept in good, safe, clean, neat

and attractive condition, and all buildings, structures and improvements thereon shall be maintained in a finished, painted and attractive condition.

(c) Upon the failure to maintain the premises as aforesaid to the satisfaction of Declarant or the Association, and upon the Association's or Owner's failure to make such improvements or corrections as may be necessary within thirty (30) days after receipt of written notice by Declarant or the Association, the Declarant or the Association may enter upon such premises and make such improvements or corrections as may be necessary. Written notice need not be given in the case of emergency, and the Declarant or the Association may without any prior notice directly remedy the problem.

(d) Such entry by the Declarant or the Association or their agents shall not be a trespass and by acceptance of a deed from a Lot or dwelling, or by the recordation of these Covenants and Restrictions, such party has expressly given the Declarant and the Association the continuing permission to do so, which permission may not be revoked.

Section 3. Assessment of Costs. The cost of exterior maintenance which is not performed by the Association as part of its regular maintenance responsibilities shall be assessed against the Lot upon which such maintenance is performed, and, at the option of the Board of Directors, either be added to and become part of the Periodic Assessment to which such Lot is subject under Article V hereof, or become a Special Assessment for such expenses; and, as a part of such Periodic Assessment or as a Special Assessment, it shall be a lien against the Lot and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 4. Nonresponsibility of Broward County and City of Davie. In no event shall Broward County or the City of Davie be obligated to carry out any of the maintenance obligations of the Association, including but not limited to the maintenance and upkeep of the Roads, unless such obligations are undertaken by way of a resolution of the Broward County Board of County Commissioners, or the City of Davie.

Section 5. Management Services. The Association may contract for the management of all or part of the Common Properties and any other Association duties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. Any such contract may not exceed a term of three (3) years and shall permit termination by either party at

will and without payment of any fee for such termination upon ninety (90) days written notice by one party to the other.

Section 6. Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

ARTICLE IX

PERMITTED AND PROHIBITED USES

Section 1. Driveways. All driveways shall be maintained in the style originally established by the Declarant or original builder of the dwelling on the Lot.

Section 2. Clothes and Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted in the general view and without the prior written approval of the DRB (or DRC, if established).

Section 3. Trash Containers. All trash containers and contents thereof shall be stored underground or in a screened in area not visible from the streets or adjoining Lots. No Lot shall be used or maintained as a dumping ground for rubbish. For purposes of periodic trash removal, however, an Owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up.

Section 4. Exterior Antennae. No exterior radio, television or other electronic device antennae shall be permitted on any Lot without the prior written approval of the DRB (or DRC, if established).

Section 5. Parking.

(a) The parking and storage of automobiles shall be limited to the driveways of Lots and other paved surfaces designated by the Association but not so any such motor vehicle blocks a public sidewalk.

(b) No commercial or recreational vehicles of any variety shall be parked or stored overnight on the Common Properties (except in an enclosed garage), or parked or stored for more than twenty-four (24) hours on any Lot, unless approved by the DRB (or DRC, if established). By way of example but not limitation, this provision shall apply to boats, campers, trailers and vans (other than small passenger vans).

(c) The Board of Directors is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board of Directors is specifically granted by this Declaration the right to enforce this Declaration and the rules and regulations of the Board of Directors pertaining to parking by authorizing and directing, or contracting with, a duly licensed towing company for the towing of vehicles which are in violation of the parking regulations.

Section 6. Signs. No sign of any nature whatsoever shall be erected or displayed upon any Lot except where express prior written approval of the size, shape, content and location thereof has been obtained from the DRB (or DRC, if established), which approval may be arbitrarily withheld, except that withholding of consent by the DRB (or DRC, if established) for advertising and promotion of the Properties shall not be arbitrary or unreasonable.

Section 7. Additional Temporary or Permanent Structures. No structure of a temporary or permanent character, including but not limited to, basements, tents, shacks, garages, barns, or other out-building shall be used or erected on any Lot without prior approval of the DRB (or DRC, if established).

Section 8. Livestock and Poultry; Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, birds and fish may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, or in excessive numbers, and as long as such pets are kept inside the boundaries of the pet Owner's Lot. Animals shall be prohibited from the Common Properties.

Section 9. Commercial Activities. No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household servants and guests. No business or commercial building shall be erected on any Lot, nor shall any business be conducted on any part thereof. The use of home computers is not prohibited by this Section 9. This provision, however, shall not be deemed to prohibit the Association from acquiring any Lot within the Properties for such purpose as may be deemed necessary or beneficial for the Members, including, but not limited to, recreational purposes.

Section 10. Air Conditioning Units and Reflective Materials. No window or wall air conditioning units shall be permitted to be placed in a dwelling on a Lot unless the consent of the DRB (or DRC, if established) is obtained. No dwelling on a Lot shall have aluminum foil placed in any window or glass door

or any reflective substance placed on any glass, except as may be approved by the DRB (or DRC, if established) for energy conservation purposes.

Section 11. Exterior Alterations. No Structural changes, exterior color changes, or alterations shall be made or added to any dwelling on a Lot without approval of the DRB (or DRC, if established).

Section 12. Destruction of a Dwelling. In the event that any dwelling on a Lot is destroyed or removed for any cause whatsoever, any replacement must be with a dwelling of a similar size and type. The plans and specifications for any new dwelling must be approved, in writing, by the DRB (or DRC, if established).

Section 13. Fencing. No fences or any similar type of enclosures may be erected on any Lot without the approval of the DRB (or DRC, if established). No chain link fence shall be permitted on any Lot or portion thereof, except for temporary construction purposes.

Section 14. Swimming Pools. No swimming pools shall be constructed on any Lot or portion thereof without the prior written approval of the DRB (or DRC, if established).

Section 15. Tennis Court. No tennis court shall be constructed on any Lot or portion thereof.

Section 16. Mailboxes. The Declarant has specified the style and material of all mailboxes for dwellings on the Lots. Any replacements shall be of the same style and material of the originally approved mailbox.

Section 17. Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the DRB (or DRC, if established).

Section 18. Additional Rules and Regulations. The Declarant, until Turnover, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Article IX.

Section 19. Variances. The DRB (or DRC, if established) may grant variances to Use Restrictions 1 through 17 in

accordance with Article VI.

Section 20. Right to Abate Violations. The Association or the Declarant, prior to Turnover, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner, may enter upon a Lot for the purposes of curing the violation. The cost thereof shall be charged against the Owner as a Special Assessment.

Section 21. Required Setbacks. Every dwelling constructed on a Lot shall comply in all ways with the Code of Ordinances of Broward County, Florida, as amended. No building, roof or wall on any Lot shall be closer to the boundaries of the Lot (whether on the ground or in a vertical plane with the ground) than the setback lines established by the Code of Ordinances as minimum setback requirements for front, side and rear yards.

Section 22. Exemption for Declarant. The Declarant, provided that it owns any Lot in the Properties or in the event that the Declarant is doing construction work within the Properties, shall be exempt from the provisions of this Article IX and Article VIII, Sections 2 and 3.

ARTICLE X

ENFORCEMENT PROVISIONS

Section 1. Rules and Regulations. The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

Section 2. Enforcement - General. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-laws, Articles or Rules and Regulations of the Association shall provide the Association and each Owner with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of a Periodic Assessment, including but not limited to a foreclosure proceeding.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the original thirty (30) year period, the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Broward County. No such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the 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, or to change or add provisions to this Declaration for the purpose of meeting the requirements of governmental agencies, including but not limited to the Federal

Housing Administration and the Veterans Administration. Such Amendment need be executed and acknowledged by the Declarant only, and need not be approved by the Association, Lot Owners, lienors and mortgagees of Lots, whether or not elsewhere required for amendments. No Amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection and the County Attorney of Broward County, if he determines his consent to be necessary.

Section 5. Temporary Committees. The Declarant, prior to Turnover of the Association, at its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Association from Declarant control to control by the Membership.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-laws of the Association and the Articles shall take precedence over the By-laws.

Section 7. FHA/VA/FNMA/FELMC Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, where any of such entities has an interest: mergers and consolidations, mortgaging of Common Properties, dedication to a public body of any of the Common Properties, dissolution and amendment of this Declaration, and annexation of additional properties.

Section 8. Mortgagee's Notice of Default. An Institutional First Mortgagee who provides written request to the Association (such request to state the name and address of such First Mortgagee, and identify the Lot or Dwelling Unit) will be entitled to timely written notice of any delinquency in the payment of Assessments or other charges owed by an Owner of a Lot or Dwelling Unit subject to the mortgage of such First Mortgagee or default by or failure of such Owner to comply with any provision of the Land Use Documents, where such delinquency or default has continued for a period of sixty (60) days or more.

IN WITNESS WHEREOF, this Declaration of Covenants and

Restrictions has been signed by Declarant the day and year first above set forth.

WITNESSES:

[Handwritten signatures of witnesses]

[Handwritten signature: Herman M. Berger as Trustee]
HERMAN M. BERGER, AS TRUSTEE

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, HERMAN M. BERGER, AS TRUSTEE, to me well known to be the person who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of March, 1987.

MY COMMISSION EXPIRES:

10/24/89

[Handwritten signature]
Notary Public, State of Florida
at Large