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FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES OF
THE WOODLANDS OF DEER CREEK

This First Amendment to Declaration of Covenants and Restrictions and Facilities of the Woodlands of Deer Creek ("Second Amendment") is executed 14 day of April, 1989 by THE WOODLANDS OF DEER CREEK PROPERTY OWNERS ASSOCIATION, INC. ("Association") witnesseth:

WHEREAS, the Declaration of Covenants and Restrictions and Party Facility of The Woodlands of Deer Creek ("Declaration") was originally recorded in Official Records Book 8171, at Page 854-917, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration contains certain covenants and restrictions relative to the property known as the Woodlands of Deer Creek, according to th Plat thereof, recorded in Plat Book 101, at Page 11 of the Public Records of Broward County, Florida; and

WHEREAS, Article 17 provides that the Declaration may be amended by an instrument signed by not less than ninety percent of the dwelling unit owners; and

WHEREAS, the secretary of the Association has on file ballots signed by more than 90% of unit owners which approve in writing the Amendment described hereinbelow;

NOW, THEREFORE, the following Amendment is made to the Declaration:

1. There is hereby added the following to Article 11, to wit: Article 11.18:

"In any legal action or proceeding brought to enforce any term or condition of this Declaration, including without limitation the use restrictions in Article 11, by the Association against any property owner, the prevailing party shall be entitled to an award of all out of pocket expenses and a reasonable attorneys fee.

IN WITNESS WHEREOF the Association has executed this Amendment the day and year above first written.

Thomas J. Gorman
Witness
Michael J. Petrucci
Witness

THE WOODLANDS OF DEER CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation
By: *Len Christopher*
LEN CHRISTOPHER, President (SEAL)
ATTEST: *Myrna Tricoboff*
Secretary

Suice 301
Boca Raton, Florida 33432

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LEN CHRISTOPHER and MYRNA TRICOBOFF well know to me to be the President and Secretary respectively of the corporation above named in the foregoing Second Amendment, and that they severally acknowledged executing the same in the presence of two subscribing witness freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of April, A.D. 1989.

My commission expires

State of Florida

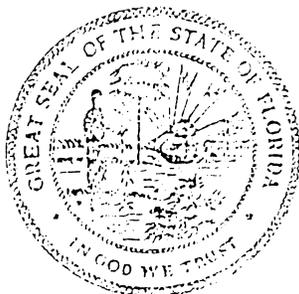


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
THE WOODLANDS OF DEER CREEK PROPERTY OWNERS ASSOCIATION, INC.

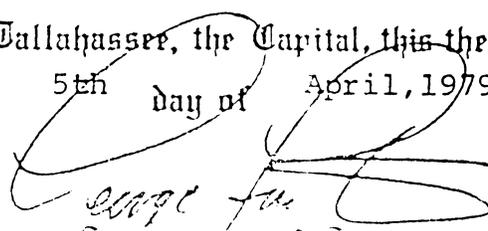
filed on the 5th day of April, A.D., 1979

The Charter Number for this corporation is 746651



CORP 104 Rev 1-79

Given under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
5th day of April, 1979


Secretary of State

WOODLANDS OF DEER CREEK

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In accordance with Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First - That THE WOODLANDS OF DEER CREEK PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, at the City of Deerfield Beach, County of Broward, State of Florida, has named GENE SUTTIN, located at 2377 Deercreek Woodlands Way, City of Deerfield Beach, County of Broward, State of Florida, as its agent for service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

WITNESSES:

James M. Hawkins
James M. Hawkins

Gene Suttin
GENE SUTTIN

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 4th day of April, 1979.

James M. Hawkins
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 13, 1982
Florida Notary Public Commission

79-125035

DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES
OF
THE WOODLANDS OF DEER CREEK

This Instrument was prepared by
JAMES M. HANKINS
Attorney At Law
255 South Federal Highway
Boca Raton, Florida 33433

THIS DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES made this 24th day of APRIL, 1979, by WHITEHALL HOMES, a Florida general partnership, hereinafter referred to as DECLARANT.

WITNESSETH:

WHEREAS, the DECLARANT, on the date hereof, is the owner of certain real property located in Broward County, Florida, hereinafter referred to as DEVELOPMENT, more particularly described as follows:

THE WOODLANDS OF DEER CREEK, according to the Plat thereof, recorded in Plat Book 101 at Page 11 of the Public Records of Broward County, Florida.

WHEREAS, DECLARANT intends to convey the said real property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth,

NOW, THEREFORE, DECLARANT hereby declares that all of the real property as hereinabove described (including but not limited to Parcels, Clusters, Units and Dwelling Units) shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to those easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property and shall be binding upon all parties having and/or acquiring any right, title or interest in the Development or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the real property.

FROMBERG, FROMBERG AND ROTH
19 WEST FLAGLER STREET, SUITE M-102
MIAMI, FLORIDA 33130

APR 24 PM 2:08

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ARTICLE 1

1. Definitions: The terms used in this Declaration of Covenants and Restrictions and Party Facilities, in the Articles of Incorporation and the By-Laws of The Woodlands of Deer Creek Property Owners Association, Inc., a Florida corporation not-for-profit, shall have the meaning stated as follows, unless the context otherwise requires. Whenever the context so permits, the use of the singular shall include the plural the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

1.1 Assessment shall mean a share of the funds required and which are to be assessed against a Dwelling Unit Owner and Dwelling Unit for the payment of the costs incurred by the Association for and including, but not limited to, the operation, maintenance and protection of the Common Areas, recreational facilities, Dwelling Units, easements for ingress and egress and other areas subject to and under the control and administration of the Association.

1.2 Association shall mean and refer to The Woodlands of Deer Creek Property Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.3 Board shall mean the Board of Directors of the Association.

1.4 By-Laws shall mean the By-Laws of The Woodlands of Deer Creek Property Owners Association, Inc., established for the government of the Association, as said By-Laws may exist from time to time. The first By-Laws of the Association are attached hereto as Exhibit B.

1.5 Common Areas shall mean all that certain real property owned by the Association and held for the benefit, use and enjoyment of the members of the Association, the same being identified as Parcels A, B, C and D on the Plat of The Woodlands of Deer Creek, as recorded in Plat Book 101 at Page 11 of the Public Records of Broward County, Florida, which is also referred to herein as "recreational and/or community facilities".

1.6 Common Expenses shall mean the expenses for which the Dwelling Unit Owner is liable, which shall include but not be limited to the following:

- a. Expenses of administration and management of the Common Areas;
- b. Expenses of maintenance, operation, repair or replacement of the Association property, not otherwise covered by insurance;
- c. Expenses declared Common Expenses by the provisions of this Declaration of Covenants and Restrictions and Party Facilities or by the By-Laws;
- d. Any valid charge against the Association and/or Common Areas;
- e. Any expense of, charges to, or assessment by the Association as provided for in this Declaration of Covenants and Restrictions and Party Facilities, the Articles of Incorporation and/or the By-Laws.

1.7 Common Surplus shall mean the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Areas and recreational facilities, over the amount of the Common Expenses.

1.8 Declarant shall mean and refer to Whitehall Homes, a Florida general partnership, the Developer of the Development and shall include where applicable its successors and/or assigns; provided, however, that in the event of an assignment by the Declarant (Developer), the assignee, in order to acquire the rights of the Declarant, shall be, by virtue of such assignment, the fee title holder of fifty-one percent (51%) of the remaining undeveloped lots at the time of such assignment. As these terms are used herein and as these terms are used in the Articles of Incorporation of The Woodlands of Deer Creek Property Owners Association, Inc., and the By-Laws of The Woodlands of Deer Creek Property Owners Association, Inc., the term Declarant shall mean and refer to the Developer, and the term Developer shall mean and refer to the Declarant. An assignee, for purposes of this paragraph, shall include an institutional mortgagee acquiring the rights of the Developer by foreclosure, or by deed or assignment in lieu of foreclosure.

1.9 Declaration shall mean the Declaration of Covenants and Restrictions and Party Facilities of The Woodlands of Deer Creek and include the same as it may be from time to time amended.

1.10 Dwelling Unit shall mean the improvement or improvements constructed and established on a lot as said Lots are described on the Plat of The Woodlands of Deer Creek according to the Plat thereof as recorded in Plat Book 101 at Page 11 of the Public Records of Broward County, Florida. A Dwelling Unit shall be deemed to exist at such time as a Certificate of Occupancy is issued the City of Deerfield Beach, Florida, for the Dwelling Unit.

1.11 Institutional Lender shall mean the owner and holder of a mortgage encumbering a Lot and/or Dwelling Unit, which Owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, D. C. Properties, Inc., a Florida corporation, or a lender generally recognized in the community as an institutional-type lender.

1.12 Improvement Association shall mean Deer Creek Improvement Association, Inc., a Florida corporation, not-for-profit.

1.13 Lot shall mean a Unit as shown and described on the Plat of The Woodlands of Deer Creek, according to the Plat thereof recorded in Plat Book 101 at Page 11 of the Public Records of Broward County, Florida.

1.14 Owner shall mean the holder or holders of the fee title to or estate in a Dwelling Unit as herein defined.

1.15 Member shall mean and refer to every person or entity who holds membership in the Association.

1.16 Operation shall mean and include the administration, maintenance and management of the Common Areas and recreational facilities, ingress and egress and utilities easement and other responsibilities assigned to the Association.

1.17 Person shall mean a person, firm, association, corporation, or other entity.

1.18 Development shall mean all of the lands and improvements situate therein located within The Woodlands of Deer Creek, according to the Plat thereof as recorded in Plat Book 101 at Page 11 of the Public Records of Broward County, Florida.

ARTICLE 2

2. Title to Common Areas. The title to the Common Areas as they are set forth, defined, and delineated upon the Development shall be conveyed in fee simple to the Association for the benefit of the Association, its members, their guests, invitees, and their respective successors and assigns, at such time as the Developer has closed on seventy-five percent (75%) of the Dwelling Units in The Woodlands of Deer Creek or at any earlier date the Developer may have elected. The portion of the Plat of The Woodlands of Deer Creek recorded in Plat Book 101 at Page 11, identified as Parcels A, B, C and D, may not be vacated in whole or in part unless the entire Plat is vacated.

ARTICLE 3

3. Easements. Each of the following easements over, under and across the entire Development is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose.

3.1 Utilities. Any and all easements as may be required for utility services to adequately serve the Development shall be covenants running with the land as provided for immediately above; however, such easements over, under and/or across a Lot and/or Dwelling Unit shall be exercised according to the plans and specifications for the Lot and/or Dwelling Unit in question or according to the Lot as developed and/or the Dwelling Unit as constructed in a manner which will not unreasonably interfere with the intended purpose and use, unless approved in writing by the Dwelling Unit Owner.

3.2 Pedestrian and Vehicular Traffic. There shall exist easements for pedestrian traffic over, upon, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the Common Areas; and for the vehicular

traffic over, upon, through and across such portions of the Common Areas as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the members, their respective successors, guests and invitees.

In addition, there shall exist an ingress, egress and utilities easement as designated, described and defined upon the plat of The Woodlands of Deer Creek, according to the Plat thereof, recorded in Plat Book 101, at Page 11 of the Public Records of Broward County, Florida, the same being for the use and benefit of members, their respective successors, guests and invitees, and the Developer.

3.3 Perpetual Non-Exclusive Easement in Common Areas. The Common Areas shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of Dwelling Units in the Development for their use and the use of their immediate families, guests, and invitees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners, subject to rules and regulations of the Development.

3.4 Easement for Overhanging Troughs, Gutters and Downspouts. There shall exist an easement for overhanging troughs, gutters, and downspouts and the discharge therefrom of rain water and the subsequent flow thereof over the Common Areas.

3.5 Easement for Unintentional and Non-negligent Encroachments. In the event that any Dwelling Unit shall encroach upon any Common Area for any reason not caused by the purposeful and negligent act of the Dwelling Unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to each Dwelling Unit shall exist for the continuance of such encroachments on and to the Common Areas for so long as such encroachments shall naturally exist; and, in the event that any portion of the Common Areas shall encroach upon any Dwelling Unit or Lot, then an easement shall exist for the continuance of such encroachment of the Common Areas into any Dwelling Unit or Lot for so long as such encroachments shall naturally exist.

3.6 Easements and Cross-Easements. There is hereby created easements in favor of the Dwelling Unit Owners of the

Development, their immediate families, guests and invitees, for ingress, egress and utilities, including but not limited to those necessary to provide power, electricity, telephone, sewer, water, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith, and the like as set forth, described and defined in the plat of The Woodlands of Deer Creek, according to the plat thereof, recorded in Plat Book 101, at Page 11, of the Public Records of Broward County, Florida. Declarant, for itself, its successors, nominees, and assigns, and the Association reserves the right to impose upon the Common Areas, henceforth and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for this Development.

3.7 Association. Easements are reserved in favor of the Association, its agents and employees, successors and assigns to enter upon the Dwelling Units for the purpose of conducting inspections and carrying out the responsibilities of the Association as set forth herein and as may be authorized from time to time by the Association. Each Dwelling Unit Owner may fence the lot upon approval of the Association; provided, however, that where a fence encloses a yard area, the Dwelling Unit Owner shall be required to install a gate at the location as designated by the Association, so that access for maintenance of landscaping is preserved.

3.8 Easements of Record. It is recognized that the Development is subject to restrictions, reservations, and easements which have been placed of record prior to the formation and filing hereof. The existing restrictions, reservations, and easements of record include but are not limited to, certain easements for ingress and egress across, upon and through the Development and, therefore, the Development property shall continue at all times to be subject to said easements, provided however that this paragraph shall not be deemed to re-imposed the same.

ARTICLE 4

4. Ownership

4.1 Type of Ownership. Ownership of each Dwelling Unit may be in Fee Simple, or any other estate in real property

recognized by law, subject to this Declaration of Covenants and Restrictions and Party Facilities of The Woodlands of Deer Creek and, any exhibits and/or amendments thereto, reservations, restrictions, conditions and limitations of record.

4.2 Association Membership. The Owners of record of the Dwelling Units shall be members of the Association. There shall be one vote for each Dwelling Unit and if there is more than one record Owner per Dwelling Unit, then such vote shall be voted as determined by such Owners. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling Unit.

4.3 Dwelling Unit Owners' Rights. The Owner of a Dwelling Unit is entitled to the exclusive possession of his Dwelling Unit. He shall be entitled to use the Common Areas in accordance with the purposes for which they are intended, and the rules and regulations promulgated from time to time by the Association; but not such use shall hinder or encroach upon the lawful rights of the Owners of other Dwelling Units.

ARTICLE 5

5. Common Expense and Common Surplus

5.1 Common Expenses are to be borne equally by each Dwelling Unit Owner and shall be a portion of the total expenses and costs of the Association. Each Dwelling Unit Owner shall be responsible for an equal share of the common expenses of the Association.

5.2 Any Common Surplus of the Association shall be owned by each Dwelling Unit Owner in the same proportion as their percentage liability for Common Expenses.

ARTICLE 6

6. Maintenance. Responsibility for the maintenance of the Development properties shall be as follows:

6.1 By the Association. The Association shall maintain, repair and replace, at the Association's expense:

- a. Landscaping. The Association shall maintain and care for all landscaped areas within the Development including the Common Areas, recreation area, and Lots and shall be responsible for lawns, trees, and shrubbery. Such maintenance shall be limited to mowing, trimming, pruning, edging, fertilizing and spraying of lawns, trees and shrubs. The Association in its sole discretion shall determine the need for replacement and/or improvement of landscaping, lawns shrubbery and trees.
- b. Sprinkler System. The Association shall maintain, repair, replace and alter a water sprinkler system throughout the Common Areas (Such Sprinkler system shall at no time be considered a fixture or owned by any individual Dwelling Unit Owners.)
- c. Private Roads, Driveways, Walkways and Paths. The Association shall maintain and repair all private roadways, driveways, walkways and paths, throughout the Common Areas and the Ingress and Egress Easement.
- d. Recreation Area. The Association shall maintain, repair, replace, and improve the recreation area and any improvements thereof.
- e. Other Services. The Association shall maintain, repair, replace, improve and protect the Common Areas and recreational facilities of the Development and provide such other services and functions as the Board of Directors may, in its sole discretion, determine from time to time.

6.2 By the Dwelling Unit Owners. The responsibility of the Dwelling Unit Owner shall be as follows: to keep and maintain his Dwelling Unit, its equipment and appurtenances in good order, condition and repair and to perform promptly all maintenance and repair work as to keep his Dwelling Unit in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association.

- a. The maintenance of the exterior of each Dwelling Unit is the responsibility of the Dwelling Unit Owner, including but not limited to repainting and roof repair. No exterior maintenance shall be initiated without the prior expressed written approval of the Board of Directors, except in emergencies. The Board shall require all exterior maintenance to be accomplished in a manner such that the character of the Development is maintained. The color and quality of all paint and all roof materials shall be approved by the Board of Directors who shall attempt to establish uniformity and maintain the aesthetic quality of the Development. No alteration of roof color or exterior paint color shall be authorized by the Board of Directors without the approval of not less than eighty percent (80%) of the Dwelling Unit Owners.
- b. Each sprinkler system servicing on a lot and those portions of a fence which are not a party fence shall be maintained and are the responsibility of each Dwelling Unit Owner.

6.3 Limitations. No Dwelling Unit Owner shall in any way maintain, modify, or improve any areas for which the Association has the responsibility for maintenance without the prior written consent of the Association.

6.4 Cost of Maintenance. The cost of maintaining those areas which are the responsibility of the Association shall be paid for by the Association, acting for and on behalf of all Dwelling Unit Owners. Dwelling Unit Owners, by virtue of the responsibility for assessments as elsewhere herein provided, are hereby liable pro-rata for the cost of maintenance; except that in the event the need for maintenance or repair is caused through the willful or negligent act of a Dwelling Unit Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be the responsibility of said Dwelling Unit Owner and may be added to or become a part of the assessment to which said Dwelling Unit Owner is subject.

ARTICLE 7

7. Party Facilities

7.1 Party Walls. Each wall and each fence which is constructed and located on the line dividing each of the Dwelling Units into separate and distinct Dwelling Units shall constitute party walls and/or party fences for the perpetual benefit of and use by the Dwelling Unit Owner.

7.1.1 In the event it should become necessary or desirable to perform maintenance thereon or to rebuild or repair the whole or any part of any party wall or fence such expense shall be shared equally by the Owners of the adjoining Dwelling Units to the extent that such costs are not satisfied from insurance proceeds, if any. Wherever any such party wall or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and like quality. All repairs, maintenance, and replacements of party walls shall be approved by the Board of Directors of the Association as to scope of work, specifications of materials, and reliability of contractor. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of a particular Owner, any expense incidental thereto shall be borne solely by such Owner.

7.1.2 An Owner shall have the right to the full use of said party walls for whatever purpose such Owner may choose to employ subject to the limitations that such use shall not infringe on the right of the Owner of the adjacent Dwelling Unit or his enjoyment of said party wall or in any manner impair the value of said party wall.

7.1.3 Each common wall or common fence constructed on the subject real property is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, and their heirs, assigns, successors and grantees, said real property being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

ARTICLE 8

8. Assessments. The making and collecting of assessments against Dwelling Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

8.1 Share of the Common Expenses. Each Dwelling Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, such shares being heretofore set forth. A Dwelling Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale shall be liable for all assessments coming due while he is the Owner of the Dwelling Unit. In a voluntary conveyance the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for his share of Common Expenses up to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

8.2 Specific Dwelling Unit Use Assessment. The Association by and through its Board of Directors may from time to time make a Specific Dwelling Unit Use Assessment to a single Dwelling Unit, and without respect to other Dwelling Units within the Development, when it appears in the discretion of the Board of Directors that the costs of maintenance, repair, replacement and/or protection of such Dwelling Unit is in excess of that generally required of other Dwelling Units within the Development; provided, however, an institutional mortgagee acquiring title by foreclosure or deed in lieu of foreclosure shall not be subject to a specific Dwelling Unit Use Assessment unless such insitutional mortgagee consents to and approves such assessment in writing.

8.3 Non-waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or recreation areas or by the abandoning of the Dwelling Unit for which assessment is made.

8.4 Interest, Application of Payment. Assessments and installments on such assessments paid on or before ten (10) days after date when due shall not bear interest, but all sums not paid on or before ten (10) days after date when due shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments on accounts shall be first applied to interest and then to the assessment first due.

8.5 Lien for Assessments. The Association shall have a lien on each Dwelling Unit for any unpaid assessments, together with interest thereon against the Owner of such Dwelling Unit, together with a lien on all real property, improvements and tangible personal property located upon or within said Dwelling Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association in order to preserve and protect its lien shall be payable by the Dwelling Unit Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each Dwelling Unit Owner in payment of his obligation for use, charges and operation costs likewise referred to as Common Expenses.

8.6 Subordination of the Lien to Mortgages. The lien for assessments as hereinabove provided for shall be subordinate to and inferior to the lien of any institutional mortgage or mortgages. Sale or transfer shall not effect the assessment lien. However, the sale or transfer of any Dwelling Unit which is subject to the mortgage of an institutional lender, pursuant to a decree of foreclosure under such mortgage or any proceeding or deed in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof, which became due prior to such sale or transfer.

8.7 Collection and Foreclosure. The Board of Directors may take such actions as they deem necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interest of the Association.

ARTICLE 9

9. Association. In order to provide for the proficient and effective administration of the Development by the Owners of Dwelling Units, a non-profit corporation known and designated as The Woodlands of Deer Creek Property Owners Association, Inc., has been organized under the laws of the State of Florida, and said corporation shall administer the operation and management of the Development and undertake and perform all actions and duties incident thereto and in accordance with the terms, provisions, and conditions of this Declaration and in accordance with the

terms of the Articles of Incorporation of the Association, its By-Laws and Rules and Regulations promulgated by the Association from time to time.

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit A.

9.2 By-Laws. A copy of the initial By-Laws of the Association is attached hereto as Exhibit B.

9.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain or repair portions of the Development, the Association shall not be liable to Dwelling Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

9.4 Restraint upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Dwelling Unit.

9.5 Approval or Disapproval of Matters. Whenever the decision of a Dwelling Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

9.6 Membership. The record Owners of Dwelling Units in the Development shall be members of the Association and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to or fee interest in a Dwelling Unit, whether by conveyance, devise, judicial decree or otherwise subject to the provisions of this Declaration of Covenants and Restrictions and Party Facilities of The Woodlands of Deer Creek and by the recordation among the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the Dwelling Unit affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership

of the prior Owner as to the Dwelling Unit designated shall be terminated.

9.7 Voting. On all matters to which the membership shall be entitled to vote, there shall be only one vote for each Dwelling Unit.

ARTICLE 10

10. Maintenance of Community Interests. In order to maintain a community of congenial residents within the Development and protect the value of Dwelling Units, the transfer of title to or possession of Dwelling Units by any Owner other than Developer or Institutional Construction Lender, its successors or assigns, shall be subject to the following provisions so long as this Declaration remains in force and effect, which provisions each Owner covenants to observe:

10.1 Transfers Subject to Approval

a. Sale. No Dwelling Unit Owner may dispose of a Dwelling Unit or any interest therein by sale without approval of the Association except to another Dwelling Unit Owner.

b. Lease. No Dwelling Unit Owner may transfer possession or otherwise dispose of a Dwelling Unit or any interest therein by lease without approval of the Association except to another Dwelling Unit Owner. In any event, no Dwelling Unit shall be leased more than twice in any one calendar year and for a period of time less than four months.

c. Gift, Devise, Inheritance or Other Transfers. If any Dwelling Unit Owner acquires his title by gift, devise or inheritance, or in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of the Association.

10.2 Approval by Association. The approval of the Association which is required for the transfer of Dwelling Units shall be obtained in the following manner:

a. Notice to Association

- i. Sale. A Dwelling Unit Owner intending to make a bona fide sale of his Dwelling Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser as the Association may reasonably require. Such notice, at the Dwelling Unit Owner's option, may include a demand by the Dwelling Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- ii. Lease. A Dwelling Unit Owner intending to make a bona fide lease of his Dwelling Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.
- iii. Gift, Devise, Inheritance or Other Transfers. A Dwelling Unit Owner who has acquired his title by gift, devise, inheritance or in any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Dwelling Unit Owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Dwelling Unit Owner's title.
- iv. Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Dwelling Unit, the Association at its election and without notice

may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval

- i. Sale. If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.
- ii. Lease. If the proposed transaction is a lease, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the lessee.
- iii. Gift, Devise, Inheritance or Other Transfers. If the Dwelling Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Dwelling Unit Owner's ownership of the Dwelling Unit. If approved, the approval shall be upon such terms and conditions as the Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be

delivered to the Dwelling Unit Owner and shall be recorded in the Public Records of Broward County, Florida.

c. Approval of Corporate Owner or "Trustee" as Purchaser. Inasmuch as Dwelling Units in the Development may be used only for residential purposes and a corporation cannot occupy a Dwelling Unit for such use, if the Dwelling Unit Owner or purchaser of a Dwelling Unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the Primary Occupant of the Dwelling Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of a Dwelling Unit shall also be conditioned upon approval of the Primary Occupant by the Association.

10.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of a Dwelling Unit, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the Dwelling Unit Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Dwelling Unit Owner an Agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Dwelling Unit Owner must sell the Dwelling Unit, upon the following terms:

- i. The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.
- ii. The purchase price shall be paid in cash.
- iii. The sale shall be closed on the latter of thirty (30) days after the delivery or mailing of said agreement to purchase, or the closing date set forth in the disapproved contract to sell.

iv. If the Association shall fail to provide a purchaser upon the demand of the Dwelling Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

b. Lease. If the proposed transaction is a lease, the Dwelling Unit Owner shall be advised in writing of the disapproval and the lease shall not be made.

10.4 Mortgage. No Dwelling Unit Owner may mortgage his Dwelling Unit nor any interest therein without the approval of the Association except to an Institutional Lender. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. Where a Dwelling Unit Owner sells his Dwelling Unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

10.5 Exceptions. The foregoing provisions of this Article 10 shall not apply to a transfer or purchase of an Institutional Lender, or its successors or assigns, or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Dwelling Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Dwelling Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

10.6 Rights of Declarant to Sell or Lease Dwelling Units. So long as Declarant, or any mortgagee succeeding Declarant in title, shall own any Dwelling Unit, it shall have the absolute right to lease or sell any such Dwelling Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and as to the lease or

sale of such Dwelling Unit, the right of the first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

10.7 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

10.8 Notice of Lien or Suit

a. Notice of Lien. A Dwelling Unit Owner shall give notice to the Association of every lien upon his Dwelling Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

b. Notice of Suit. A Dwelling Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Dwelling Unit; such notice to be given within five (5) days after the Dwelling Unit Owner receives knowledge thereof.

c. Failure to Comply. Failure to comply with this Article 10 will not affect the validity of any judicial sale.

ARTICLE 11

11. Use Restrictions

11.1 Dwelling Units are restricted to residential use by a single family.

11.2 No commercial activity, trade or business shall be maintained upon any Dwelling Unit.

11.3 No fence shall be erected, maintained or permitted upon a Dwelling Unit or any portion of the Development without the prior written approval of the Association.

11.4 No clothes lines or clothes poles shall be erected, maintained, or permitted upon any Dwelling Unit.

11.5 Reasonable Rules, and Regulations concerning the use of the Development properties may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Dwelling Unit Owners and residents of the Development upon request.

11.6 No sign of any kind shall be displayed to the public view from any Lot or any portion of the Development, provided, however, that signs used by Declarant to advertise the property during construction and/or sales period are hereby expressly permitted.

11.7 The parking and storage of automobiles, except upon paved areas, is prohibited.

11.8 No trucks or commercial vehicles in excess of one-half ton rated capacity shall be permitted upon any portion of the Development for overnight parking, storage or repair.

11.9 The overnight parking of vehicles of any kind upon the Common Areas is prohibited.

11.10 The parking and storage of boats and boat trailers, campers or trailers is prohibited without the prior written consent of the Association.

11.11 No exterior radio, television or electronic antenna or aerial shall be erected or maintained without the prior written consent of the Association.

11.12 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11.13 No tents and no temporary or accessory building or structure shall be erected without the prior written consent of the Association.

11.14 Portions of Lots not improved by a building or driveway shall be maintained as a landscaped area.

11.15 No nuisances shall be allowed upon the Development property nor any use or practice which is the source of annoyances to residences or which interfere with the peaceful possession and proper use of the Development by its residents. All parts of the Development shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

11.16 No immoral, improper, offensive or unlawful use shall be made of the Development or any part thereof; and all laws, zoning ordinances any regulations of all governmental bodies having jurisdiction thereof shall be observed.

11.17 All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties.

ARTICLE 12

12. Architectural Control. No building, fence, wall or other structure shall be erected or maintained upon the properties within the Development, nor shall any exterior addition to or change or alteration thereon be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association or by an architectural committee of no less than three (3) or more than five (5) representatives appointed by the Association. In the event the Association or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. The Association shall be permitted to employ "aesthetic grounds or reasons as the sole (singular) basis for denial or rejection of the proposed plans and specifications. The provisions of this paragraph shall not apply to or be operative against any Lot or Dwelling Unit the title to which is in the Declarant.

ARTICLE 13

13. Lot Improvement and Landscape Control. Any Owner of a Dwelling Unit, who, subsequent to the purchase and transfer of the Dwelling Unit from the Declarant is desirous of improving said Dwelling Unit by construction or landscaping shall do so only after obtaining the written consent from the Association as to the desired change; provided, however, that this restriction shall not apply to the Declarant during such time as the Declarant is improving the Dwelling Units of the Development.

ARTICLE 14

14. Taxes and Insurance

14.1 Association Insurance. The insurance, which shall be carried by the Association shall be governed by the following provisions:

14.1.A Authority to Purchase. All insurance policies shall be purchased by the Association for the benefit of the Association and the Dwelling Unit Owners. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida, provided however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering Dwelling Units in the Development, said sum to be ascertained at the time of purchase or renewal of each policy.

14.1.B Coverage

14.1.B(1) Casualty. All buildings and improvements upon the common areas and all personal property of the Association included in the common area, are to be insured in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

14.1.B(1)a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance.

14.1.B(1)b. . Such other risks as from time to time shall be customarily covered with respect to buildings, if any, similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

14.1.B(2) Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the Dwelling Unit Owners as a group to a Dwelling Unit Owner.

14.1.B(3) Workmen's Compensation. As shall be required to meet the requirements of the law.

14.1.B(4) Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the Dwelling Unit Owners, including Directors' Liability Insurance, or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any Dwelling Unit.

14.1.C Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

14.1.D Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the Dwelling Unit Owners.

14.2 Dwelling Unit Owners Taxes. All real estate and personal property taxes assessed against a Dwelling Unit shall be the responsibility of that Dwelling Unit Owner.

14.3 Association Taxes and Insurance. The Association shall be responsible for real property and personal property taxes assessed against Common Areas, the recreation area and personal property owned by and/or the responsibility of the Association. Further, the Association shall be responsible for the cost of all insurance deemed necessary from time to time by the Association to afford protection against loss. Such responsibility for taxes and insurance shall be considered Common Expenses of the Association.

14.4 Dwelling Unit Owner's Insurance. Each Dwelling Unit Owner shall be responsible for the purchase of homeowner's

insurance (fire and casualty) insuring the Dwelling Unit at not less than the maximum replacement value.

ARTICLE 15

15. Term of Covenants and Restrictions. All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the Owner of any Dwelling Unit in the Subdivision, regardless of how said Owner acquired title, until the commencement of the calendar year 2000, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on the lands of the Development or any Owner thereof; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive 10-year periods, unless on or before the end of one such extension period or the base period the owners of a majority of the Dwelling Units in the Development shall by written instrument duly recorded declare a termination of same.

ARTICLE 16

16. Improvement Association. The Development is subject to a Declaration of Covenants and Restrictions of Deer Creek, recorded in Official Records Book 7830, Pages 307 through 369, inclusive, of the Public Records of Broward County, Florida. The Deer Creek Improvement Association was created in order to provide for the maintenance, preservation and architectural control of all property within the Deer Creek Development and to assume compliance with same with the power to levy assessments to defray expenses incurred in the furtherance of the stated purpose. Every member of the Association is subject to assessment by such Deer Creek Improvement Association and is required to be a member of such Deer Creek Improvement Association.

ARTICLE 17

17. Amendments. The covenants, conditions, reservations and restrictions of this Declaration may be amended from time to time, but during the first fifty (50) years may be amended only

by an instrument signed by not less than ninety (90) percent of the Dwelling Unit Owners, and thereafter, provided this Declaration shall continue to have legal and equitable effect, only by an instrument signed by not less than seventy-five percent (75%) of the Dwelling Unit Owners; provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all Dwelling Units within the Development no amendment(s) to this Declaration shall be effective, unless joined by the Developer. It is further provided that in order to be effective any amendment to this Declaration must be recorded amongst the Public Records of Broward County, Florida.

17.1 Notwithstanding anything herein to the contrary, the Declarant (Developer) reserves the right to alter and amend this Declaration, as it deems necessary and/or appropriate for the protection and enhancement of the Development, and the Developer shall not require or need the joinder of any Dwelling Unit Owners, prior to such time as the Developer conveys the last Dwelling Unit of the Development or elects to terminate its control over the Association, whichever shall first occur; provided, however, that any such amendment shall require the approval and consent of all institutional mortgagees of record.

17.2 No amendment shall discriminate against any Dwelling Unit Owner or against any Dwelling Unit, or class or group of Dwelling Units, unless the Dwelling Unit Owners so affected and their institutional mortgagees shall consent; and no amendment may change the percentage by which the Dwelling Unit Owner shares the Common Expenses and owns the Common Surplus, unless the Dwelling Unit Owner and all record owners of liens on it join in the execution of the amendment. No amendment shall make any change in Article 17 and 18 hereof unless the record owner of all mortgages upon all Dwelling Units shall join in the execution of such amendment.

ARTICLE 18

18. Sales Office. For so long as Developer owns any portion of the following described real property:

The Woodlands of Deer Creek, according to the Plat thereof, recorded in Plat Book 101 at Page 11 of the Public Records of Broward County, Florida.

the Developer shall have the right to transact any business including, but not limited to, the right to maintain model Dwelling Units, have signs, employees in the offices, use the Common Areas and display Dwelling Units. Sales offices, signs, and all sales and promotional items shall remain the property of Developer.

ARTICLE 19

19. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations, and restrictions or any section, sub-section, sentence, clause, phrase, word or other provision of this Declaration of Covenants and Restrictions and Party Facilities of THE WOODLANDS OF DEER CREEK shall not effect the validity of the remaining portions which shall remain in full force and effect.

19.1 In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of APRIL, 1979.

WITNESSES:

[Signature]

[Signature]

WHITEHALL HOMES, a Florida general partnership

XBy:

~~GENERAL PARTNER~~

BY: E.N. SUTTIN CONSTRUCTION CO., INC.
A Florida Corporation, General Partner

BY: [Signature]
EUGENE N. SUTTIN, President