



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

10

This Agreement is entered into this 23 day of July, 2021, by and between Manuel Varela, (OWNER), whose post office address is 630 Deer Creek Briarwood Lane, Deerfield Beach, FL 33442 and the **CITY OF DEERFIELD BEACH (CITY)**, a Florida municipal corporation, as follows:

WITNESSETH:

WHEREAS, the OWNER owns the property located at 630 Deer Creek Briarwood Lane, Deerfield Beach, FL 33442 more particularly described as follows:

THE PINES OF DEER CREEK 98-47 B LOT 10 BLK 1

WHEREAS, the OWNER is desirous of constructing decorative sidewalk and/or driveway (decorative features) within public right-of-way;

WHEREAS, the parties are desirous of expressing their various responsibilities in the event that said sidewalk and/or driveway or any decorative features interfere with any use, maintenance or repair activities to be performed by the CITY, and the parties desire that the exposure and liability of the CITY be limited in this regard;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties hereto agree as follows:

Section 1. The above referenced WHEREAS clauses are agreed to by the parties, are true and accurate and are made a part of this Agreement as if fully set forth herein.

Section 2. The various responsibilities expressed herein for the parties other than the CITY shall be referred to throughout this Agreement as being the responsibility of the OWNER, due to the fact that the ultimate responsible party for the administration will be the successors of the OWNER, then said responsibilities as contained herein shall be those of the actual fee simple owner of all land at the time said responsibility is incurred. It shall not be defense to the provisions herein that the fee owner has transferred his interest in the property subsequent to the time the CITY made necessary repairs to utility lines and appurtenances.

Section 3. In the event that said driveway or any other decorative features interfere with or must be disturbed to permit the maintenance and repair responsibilities of the CITY for the utility lines running through said area, then the CITY shall not be required to expend any greater expense for said maintenance and repairs than if said area were asphalt and/or sod. More specifically, the CITY shall only be required to replace said area damaged or disturbed by the CITY during necessary maintenance or repairs to utility lines and appurtenances with fill and sod, and any replacement of the driveway or any other decorative features shall be the responsibility of the OWNER or its successors or assigns.

Section 4. In the event that it is determined in good faith by the CITY that said driveway or any other decorative features must be removed so that maintenance and repair activities can be accomplished, then the expense for replacement of said driveway or any other decorative features shall not be the expense of the CITY, but shall be the sole expense of the OWNER, or its successors or assigns. In the event that said driveway or any other decorative features must be removed, or in the event that it is necessary to perform maintenance work or to alter said driveway or any other decorative features, the expense for same shall be that of the OWNER or its successors or assigns, and the CITY shall have no responsibility of whatsoever nature to maintain or repair said driveway or any other decorative features to their prior condition.

Section 5. It is agreed that the OWNER or its successors or assigns shall be responsible for any expenses incurred by the CITY as a result of removing and/or hauling the driveway or any other decorative features in the event that it is necessary to perform maintenance or repair to utility lines and appurtenances.

Section 6. It is agreed that the OWNER shall defend, indemnify and hold the CITY harmless for any injuries, damages, liability or cause of action that may result from the use, removal or replacement of the driveway or any other decorative features for utility maintenance or repairs, except or unless any such injuries, damages, liability or causes of action are caused by the negligent act or omission of the CITY.

Section 7. The OWNER shall be responsible for and shall defend, indemnify, and hold the CITY harmless from any and all claims, causes of action, damages, judgments, or liability of any kind in any way relating to or caused by the existence of the decorative features or the failure to properly maintain the decorative features.

Section 8. It is agreed that the intent of this Agreement is to provide the CITY with assurances that the driveway or any other decorative features shall not cause the CITY to incur additional expense or liability of any kind whatsoever with respect to its use or the, responsibility to maintain and repair any or all parts of public infrastructure all of the utility lines dedicated to the public throughout the project.

Section 9. Nothing in this Agreement shall be construed to give the CITY a greater responsibility for the maintenance and repair of any utility lines as set forth in this Agreement. This Agreement shall be liberally construed in favor of the CITY. Further, nothing contained herein shall waive the City's sovereign immunity or any limitation on City liability as provided for by law.

Section 10. This Agreement shall be recorded in the Public Records of Broward County and shall be binding on the OWNER, its successors or assigns and all future owners of the property and run with and bind the land.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witness:

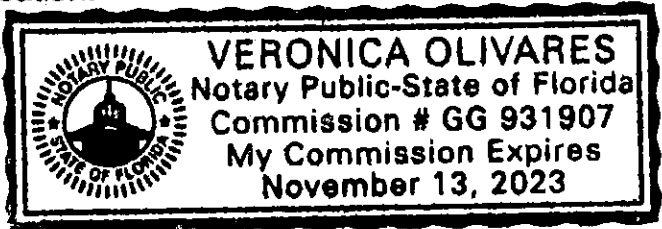
Signed: [Signature]
 Print Name: MILITZA MORALES
 Signed: [Signature]
 Print Name: Francisco Morales

OWNER OF RECORD
 Signed: [Signature]
 Printed: MANUEL VARELA

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida on this the 23 day of July, 2021, by Manuel Varela

He/she is personally known to me or has produced _____ as identification.



Signature of Notary Public

Notary Public Stamp Seal

 (Do NOT write below this line, city use only)

Attest:

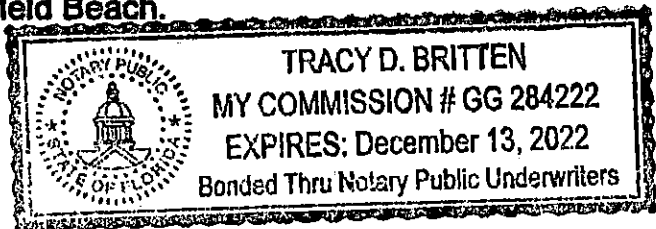
[Signature]
 Samantha Willard, City Clerk

CITY OF DEERFIELD BEACH

By: [Signature]
 David Santucci City Manager

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me the undersigned Notary Public, in and for the State of Florida on this 24th day of October, 2021, by Dana Santucci, City Manager of the City of Deerfield Beach.



Signature of Notary Public



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is entered into this 19 day of April, 2019, by and between Steven Voss, (OWNER), whose post office address is 2401 Deer Creek Lakes Drive, Deerfield Beach, FL 33442 and the CITY OF DEERFIELD BEACH (CITY), a Florida municipal corporation, as follows:

WITNESSETH:

WHEREAS, the OWNER owns the property located at 2401 Deer Creek Lakes Drive, Deerfield Beach, FL 33442, more particularly described as follows:

THE PINES OF DEER CREEK 98-47 B LOT 15 BLK 2

WHEREAS, the OWNER is desirous of constructing decorative sidewalk and/or driveway (decorative features) within public right-of-way;

WHEREAS, the parties are desirous of expressing their various responsibilities in the event that said sidewalk and/or driveway or any decorative features interfere with any use, maintenance or repair activities to be performed by the CITY, and the parties desire that the exposure and liability of the CITY be limited in this regard;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties hereto agree as follows:

Section 1. The above referenced WHEREAS clauses are agreed to by the parties, are true and accurate and are made a part of this Agreement as if fully set forth herein.

Section 2. The various responsibilities expressed herein for the parties other than the CITY shall be referred to throughout this Agreement as being the responsibility of the OWNER, due to the fact that the ultimate responsible party for the administration will be the successors of the OWNER, then said responsibilities as contained herein shall be those of the actual fee simple owner of all land at the time said responsibility is incurred. It shall not be defense to the provisions herein that the fee owner has transferred his interest in the property subsequent to the time the CITY made necessary repairs to utility lines and appurtenances.

Section 3. In the event that said driveway or any other decorative features interfere with or must be disturbed to permit the maintenance and repair responsibilities of the CITY for the utility lines running through said area, then the CITY shall not be required to expend any greater expense for said maintenance and repairs than if said area were asphalt and/or sod. More specifically, the CITY shall only be required to replace said area damaged or disturbed by the CITY during necessary maintenance or repairs to utility lines and appurtenances with fill and sod, and any replacement of the driveway or any other decorative features shall be the responsibility of the OWNER or its successors or assigns.

Section 4. In the event that it is determined in good faith by the CITY that said driveway or any other decorative features must be removed so that maintenance and repair activities can be accomplished, then the expense for replacement of said driveway or any other decorative features shall not be the expense of the CITY, but shall be the sole expense of the OWNER, or its successors or assigns. In the event that said driveway or any other decorative features must be removed, or in the event that it is necessary to perform maintenance work or to alter said driveway or any other decorative features, the expense for same shall be that of the OWNER or its successors or assigns, and the CITY shall have no responsibility of whatsoever nature to maintain or repair said driveway or any other decorative features to their prior condition.

Section 5. It is agreed that the OWNER or its successors or assigns shall be responsible for any expenses incurred by the CITY as a result of removing and/or hauling the driveway or any other decorative features in the event that it is necessary to perform maintenance or repair to utility lines and appurtenances.

Section 6. It is agreed that the OWNER shall defend, indemnify and hold the CITY harmless for any injuries, damages, liability or cause of action that may result from the use, removal or replacement of the driveway or any other decorative features for utility maintenance or repairs, except or unless any such injuries, damages, liability or causes of action are caused by the negligent act or omission of the CITY.

Section 7. The OWNER shall be responsible for and shall defend, indemnify, and hold the CITY harmless from any and all claims, causes of action, damages, judgments, or liability of any kind in any way relating to or caused by the existence of the decorative features or the failure to properly maintain the decorative features.

Section 8. It is agreed that the intent of this Agreement is to provide the CITY with assurances that the driveway or any other decorative features shall not cause the CITY to incur additional expense or liability of any kind whatsoever with

respect to its use or the responsibility to maintain and repair any or all parts of public infrastructure all of the utility lines dedicated to the public throughout the project.

Section 9. Nothing in this Agreement shall be construed to give the CITY a greater responsibility for the maintenance and repair of any utility lines as set forth in this Agreement. This Agreement shall be liberally construed in favor of the CITY. Further, nothing contained herein shall waive the City's sovereign immunity or any limitation on City liability as provided for by law.

Section 10. This Agreement shall be recorded in the Public Records of Broward County and shall be binding on the OWNER, its successors or assigns and all future owners of the property and run with and bind the land.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witness:

OWNER OF RECORD

Signed: Sumantha Valtees
Print Name: Sumantha Valtees

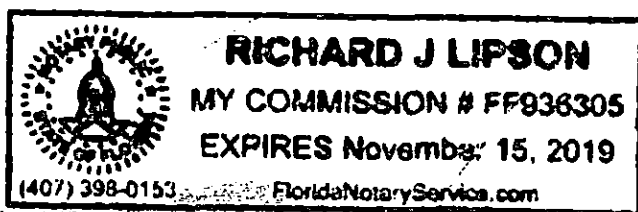
Signed: Steve Voss
Printed: STEVE VOSS

Signed: John Mueller
Print Name: John Mueller

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida on this the 24 day of April, 2019 by Steven Voss.

He/she is personally known to me or has produced _____ as identification.



Richard Lipson
Signature of Notary Public
Notary Public Stamp Seal

(Do NOT write below this line, city use only)

Attest:
Samantha Gillyard City Clerk
STATE OF FLORIDA
COUNTY OF BROWARD

CITY OF DEERFIELD BEACH
By: Burgess Hanson City Manager
for

The foregoing instrument was acknowledged before me the undersigned Notary Public in and for the State of Florida on this 14th day of June, 2019, by David Santucci, City Manager of the City of Deerfield Beach.



Tracy D. Britten
Signature of Notary Public
Notary Public Stamp Seal



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is entered into this 23 day of October, 2018, by and between Roxana Villanueva, (OWNER), whose post office address is 2423 Deer Creek Lakes Drive, Deerfield Beach, FL 33442 and the **CITY OF DEERFIELD BEACH (CITY)**, a Florida municipal corporation, as follows:

WITNESSETH:

WHEREAS, the OWNER owns the property located at 2423 Deer Creek Lakes Drive, Deerfield Beach, FL 33442, more particularly described as follows:

THE PINES OF DEER CREEK 98-47 B LOT 14 BLK 2

WHEREAS, the OWNER is desirous of constructing decorative sidewalk and/or driveway (decorative features) within public right-of-way;

WHEREAS, the parties are desirous of expressing their various responsibilities in the event that said sidewalk and/or driveway or any decorative features interfere with any use, maintenance or repair activities to be performed by the CITY, and the parties desire that the exposure and liability of the CITY be limited in this regard;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties hereto agree as follows:

Section 1. The above referenced WHEREAS clauses are agreed to by the parties, are true and accurate and are made a part of this Agreement as if fully set forth herein.

Section 2. The various responsibilities expressed herein for the parties other than the CITY shall be referred to throughout this Agreement as being the responsibility of the OWNER, due to the fact that the ultimate responsible party for the administration will be the successors of the OWNER, then said responsibilities as contained herein shall be those of the actual fee simple owner of all land at the time said responsibility is incurred. It shall not be defense to the provisions herein that the fee owner has transferred his interest in the property subsequent to the time the CITY made necessary repairs to utility lines and appurtenances.

Section 3. In the event that said driveway or any other decorative features interfere with or must be disturbed to permit the maintenance and repair responsibilities of the CITY for the utility lines running through said area, then the CITY shall not be required to expend any greater expense for said maintenance and repairs than if said area were asphalt and/or sod. More specifically, the CITY shall only be required to replace said area damaged or disturbed by the CITY during necessary maintenance or repairs to utility lines and appurtenances with fill and sod, and any replacement of the driveway or any other decorative features shall be the responsibility of the OWNER or its successors or assigns.

Section 4. In the event that it is determined in good faith by the CITY that said driveway or any other decorative features must be removed so that maintenance and repair activities can be accomplished, then the expense for replacement of said driveway or any other decorative features shall not be the expense of the CITY, but shall be the sole expense of the OWNER, or its successors or assigns. In the event that said driveway or any other decorative features must be removed, or in the event that it is necessary to perform maintenance work or to alter said driveway or any other decorative features, the expense for same shall be that of the OWNER or its successors or assigns, and the CITY shall have no responsibility of whatsoever nature to maintain or repair said driveway or any other decorative features to their prior condition.

Section 5. It is agreed that the OWNER or its successors or assigns shall be responsible for any expenses incurred by the CITY as a result of removing and/or hauling the driveway or any other decorative features in the event that it is necessary to perform maintenance or repair to utility lines and appurtenances.

Section 6. It is agreed that the OWNER shall defend, indemnify and hold the CITY harmless for any injuries, damages, liability or cause of action that may result from the use, removal or replacement of the driveway or any other decorative features for utility maintenance or repairs, except or unless any such injuries, damages, liability or causes of action are caused by the negligent act or omission of the CITY.

Section 7. The OWNER shall be responsible for and shall defend, indemnify, and hold the CITY harmless from any and all claims, causes of action, damages, judgments, or liability of any kind in any way relating to or caused by the existence of the decorative features or the failure to properly maintain the decorative features.

Section 8. It is agreed that the intent of this Agreement is to provide the CITY with assurances that the driveway or any other decorative features shall not cause the CITY to incur additional expense or liability of any kind whatsoever with respect to its use or the, responsibility to maintain and repair any or all parts of public infrastructure all of the utility lines dedicated to the public throughout the project.

Section 9. Nothing in this Agreement shall be construed to give the CITY a greater responsibility for the maintenance and repair of any utility lines as set forth in this Agreement. This Agreement shall be liberally construed in favor of the CITY. Further, nothing contained herein shall waive the City's sovereign immunity or any limitation on City liability as provided for by law.

Section 10. This Agreement shall be recorded in the Public Records of Broward County and shall be binding on the OWNER, its successors or assigns and all future owners of the property and run with and bind the land.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witness:

Signed: [Signature]
Print Name: Charles Kim

Signed: [Signature]
Print Name: Salley A. PINTO

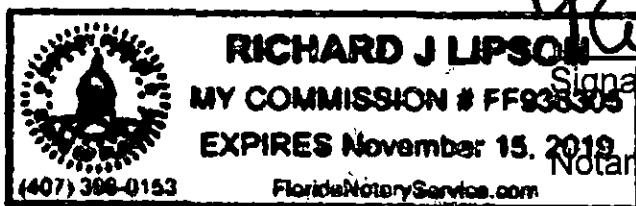
OWNER OF RECORD

Signed: [Signature]
Printed: Roxana Villanueva

STATE OF FLORIDA
COUNTY OF BROWARD

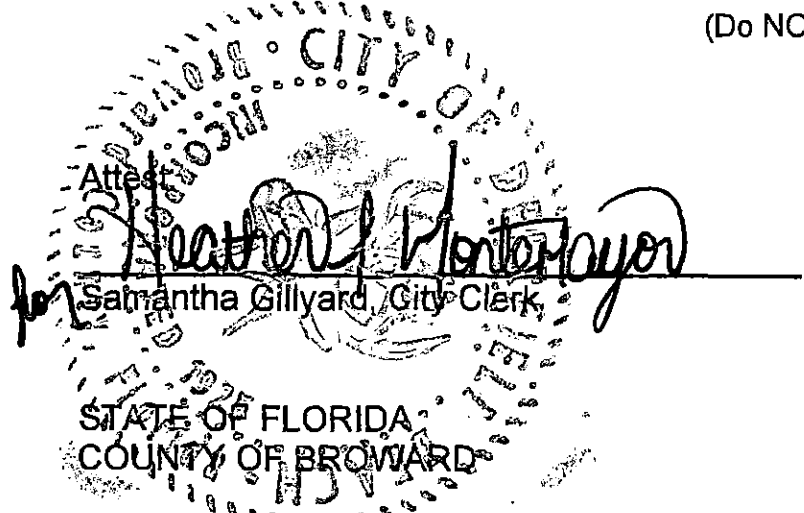
The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida on this the 23 day of OCT, 2018, by Roxana Villanueva

He/she is personally known to me or has produced _____ as identification.



[Signature]
Signature of Notary Public
Notary Public Stamp Seal

(Do NOT write below this line, city use only)



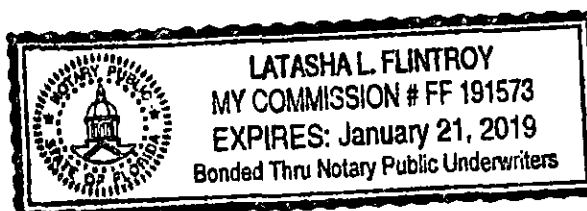
CITY OF DEERFIELD BEACH

By: [Signature]
Burgess Hanson City Manager

The foregoing instrument was acknowledged before me the undersigned Notary Public in and for the State of Florida on this 3rd day of DECEMBER, 2018, by BURGESS HANSON, City Manager of the City of Deerfield Beach.

[Signature]
Signature of Notary Public

Notary Public Stamp Seal



DOCUMENT COVER PAGE

(Space above this line reserved for recording office use)

Document Title: DECLARATIONS AND COVENANTS OF THE PINES OF DEER
CREEK

Executed By: THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.,
 a Florida not-for-profit

Legal Description:

THE PINES OF DEER CREEK according to the plat thereof, as recorded in Plat Book 98 at
Page 47, of the Public Records of Broward County, Florida

Organizing Committee

Ruth Storrings 2527 Deer Creek Lakes Drive Deerfield Beach, FL 33442 Tel No. 954-571-9891	Teri Jerman 653 Sand Pine Lane Deerfield Beach, FL 33442 Tel No. 561-706-5704	Pam Prejean 2549 Deer Creek Lakes Drive Deerfield Beach, FL 33442 Tel. No. 954-575-9922
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Return Recorded Document to:
Harley Storrings, Esq.
Storrings Law
10100 West Sample Road, Suite 300
Coral Springs, FL 33065

WILL CALL

RECORD & RETURN TO:
 Goldberg, Young, Goldberg & Borkson, P.A.
 2881 E. Commercial Boulevard
 Fort Lauderdale, Florida 33308

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

78-277712

THE PINES OF DEER CREEK

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 11th day of August, 1978, by D.C. PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant currently owns real property, hereinafter referred to as the "SUBDIVISION", located within a residential development commonly known as "Deer Creek", in the City of Deerfield Beach, Broward County, Florida, and particularly described as follows:

THE PINES OF DEER CREEK according to the Plat thereof, as recorded in Plat Book 98 at Page 47, of the Public Records of Broward County, Florida; and

WHEREAS, Declarant desires the SUBDIVISION to be subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities to be established in the SUBDIVISION to delegate and assign to The Pines of Deer Creek Homeowners Association, Inc., a Florida corporation not-for-profit: (i) certain powers and duties of the ownership, operation, administration, maintenance and repair of portions of the SUBDIVISION; (ii) the enforcement of the covenants and restrictions contained herein; (iii) the right to assess the Members of the Association for the Common Expenses and maintenance performed by the Association as provided herein; and (iv) the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, Declarant declares that the SUBDIVISION, and such additions as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth below, all of which are created in the best interests of the SUBDIVISION, and which shall run with the SUBDIVISION and shall be binding upon all Persons having and/or acquiring any right, title or interest in the SUBDIVISION or any portion thereof, and shall inure to the benefit of each and every Person, from time to time, owning or holding an interest in the SUBDIVISION, or any portion thereof.

ARTICLE IDEFINITIONS

The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1. Articles shall mean and refer to the Articles of Incorporation of the Association, as said Articles are or may be amended from time to time.
2. Assessment shall mean and refer to the amount of money which may be assessed against a Lot Owner and Lot, for the payment of the Lot Owner's share of expenses incurred by the Association as permitted or required by this Declaration, the Articles and the By-Laws of the Association.
3. Association shall mean and refer to The Pines of Deer Creek Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

This Instrument prepared by
LAWRENCE H. GOLDBERG
 Goldberg, Young, Goldberg & Borkson, P.A.
 2881 East Commercial Boulevard
 Fort Lauderdale, Florida 33308

Oct 25 4 23 PM '78

REC 7836 PAGE 615

4. Board shall mean and refer to the Board of Directors of the Association.

5. By-Laws shall mean and refer to the By-Laws of the Association, as said By-Laws are or may be amended from time to time.

6. Common Areas shall mean and refer to any and all real property owned or to be owned by the Association and held for the benefit, use and enjoyment of all or a portion of the Members of the Association. Common Areas may include, but are not limited to, parks, open areas, lakes, pool facilities, recreational areas and other similar properties.

7. Common Expenses shall mean and refer to the expenses of the Association for which a Membership may be assessed which shall include, but not be limited to, the following:

- a. Expenses of administration, management, Operation and maintenance of any Common Areas owned and held by the Association, except that if any Common Area is expressly limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, such expenses shall be borne only by such Members.
- b. Expenses of maintenance, Operation, repair or replacement of Association property, to the extent such expenses are not satisfied out of any insurance proceeds covering such expenditures.
- c. Expenses incurred by the Association with regard to maintaining, repairing and improving landscaping, structures and other improvements in any area for which the obligation to maintain, repair and improve has been designated and accepted by the Board from time to time.
- d. Expenses incurred by the Association in obtaining any personal property purchased by the Association to enable it to carry out its duties.
- e. Expenses incurred in connection with the Operation and management of the Association.
- f. Expenses declared to be Common Expenses by the provisions of this Declaration and/or by the Articles of Incorporation or By-Laws of the Association.
- g. Any expense of prosecuting or defending any lawful charge for or against the Association or any Common Area.
- h. Any expense of, charge to, or Assessment by the Association as provided for in this Declaration, or in the Articles or By-Laws.

8. Common Surplus shall mean and refer to the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Areas, over the amount of the Common Expenses.

9. Declarant or Developer shall be synonymous and shall both mean and refer to D.C. PROPERTIES, INC., a Florida corporation, the present owner of the SUBDIVISION.

10. Declaration shall mean and refer to this Declaration of Covenants and Restrictions and include the same as it may, from time to time, be amended.

11. Institutional Lender shall mean and refer to the owner and holder of a mortgage encumbering a lot, which shall be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional-type lender.

12. Lake shall mean and refer to any lake located within the SUBDIVISION.
13. Lakefront Lot shall mean and refer to any Lot, any portion of which is adjacent to a Lake.
14. Lot shall mean and refer to any residential platted lot within the SUBDIVISION whether containing a Unit or not.
15. Lot Owner shall mean and refer to the record holder or holders of the fee title to any Lot, or any portion of a Lot.
16. Member shall mean and refer to the record owner of any Property who is entitled to be a Member in the Association based on ownership of such Property pursuant to the Articles.
17. Membership shall mean and refer to a separate and distinct interest in the Association for voting and assessment purposes, associated with any Property. Where the context requires, the term Membership shall also mean and refer to the Members owning the property associated with the Membership.
18. Operation shall mean and include the administration and management of the Common Areas and all other areas of the SUBDIVISION for which the Association has been designated and accepted responsibility from time to time.
19. Person shall mean and refer to any individual, firm, partnership, syndicate, association, corporation or any other legal entity.
20. Property shall mean and refer to the particular Lot, portion of a Lot, or Unit, which underlies and is associated with any Membership.
21. Subdivision shall mean and refer to all the lands comprising the SUBDIVISION known as The Pines of Deer Creek, according to the Plat thereof as recorded in Plat Book 98, at Page 47, of the Public Records of Broward County, Florida, and shall also include any other lands which are from time to time added to this Declaration by amendment.
22. Unit or Dwelling Unit shall mean and refer to a separate residential living unit located in the SUBDIVISION, which has been issued a Certificate of Occupancy, including, but not limited to, houses, apartments, condominium units, townhouses, duplex apartments, patio and cluster homes. Furthermore, the terms Unit or Dwelling Unit shall include any Lot or interest in real property owned in conjunction with the living unit.
23. Unit Owner shall mean and refer to the record holder or holders of the fee title to a Unit.
24. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE II

COMMON AREAS

The Declarant or any other Owner of any Lot or property within the SUBDIVISION shall have the right to convey the title to such Lot or property to the Association as a Common Area for the benefit of the Association, and for the use and benefit of all or a portion of its Members, the persons residing with them in any Unit, their lessees, guests and invitees. The Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, Operation or improvement of such Common Area until accepted by the Board.

In the event any Common Area is expressly limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, any expenses associated with the maintenance, Operation or improvement of such Common Area shall be assessed to and borne by only such Members equally.

Without limiting the above, title to any Lake contained within the SUBDIVISION shall be conveyed by the Declarant to the Association as a Common Area for the exclusive benefit, use and enjoyment of the Owners of Lakefront Lots, the persons residing with them in any Unit located upon such Lot, their lessees, guests and invitees. The Owners of Lakefront Lots shall have the non-exclusive right to draw water from any Lake contained within the SUBDIVISION adjoining their Lots at any time, either before or after such conveyance by Declarant for irrigation purposes for such Lakefront Lots only. The time of conveyance of any such Lake by the Declarant to the Association shall be within the sole discretion of the Declarant. However, in no event shall any such Lake be conveyed by the Declarant to the Association later than the issuance of a Certificate of Occupancy for the last residential unit constructed on a Lakefront Lot. Inasmuch as the use and benefit of any such Lake is expressly limited to only a portion of the Members of the Association (Owners of Lakefront Lots), any expenses associated with the maintenance, Operation or improvement of any such Lake shall be assessed to and borne by only such Members equally.

ARTICLE III

EASEMENTS

1. Existing Easements and Other Restrictions of Record. Nothing contained in this Declaration shall be deemed to affect any existing easements including, but not limited to, easements for utilities, drainage, ingress and egress, Lake maintenance and access, and easements in favor of any golf course, or any other Declaration of Covenants and Restrictions, or reservations which have been placed of record prior to the recording hereof.

2. Additional Easements. The Declarant reserves the right to modify existing easements or to grant additional easements for public, utility, drainage, and Lake maintenance purposes, over, under, upon and across any Lot or portion of this SUBDIVISION owned by it, or any Common Area, to any public or quasi-public agency or authority or utility or to the Association. This right to modify existing easements and to grant additional easements shall be that of the Declarant and shall not require the consent or joinder of any Lot or Unit Owners or of the Association, so long as the Declarant maintains any interest in any Lot within the SUBDIVISION either as an Owner or as a mortgagee, and thereafter said right shall be vested solely in the Board of the Association.

3. Common Areas. All Common Areas shall be subject to a perpetual non-exclusive easement in favor of the Members of the Association who are intended to benefit by the Common Areas, for their use and for the use of their immediate families, lessees, guests and invitees for all proper and reasonable purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Members, subject to the following:

A. The right of the Association to borrow money for the purpose of improving any Common Area and, in aid thereof, to mortgage such Common Area.

B. The right of the Declarant or of the Association, to dedicate or transfer all or any part or interest in any Common Area to any public agency, utility or authority.

C. The right of the Association to operate, maintain and improve any Common Area.

D. Reasonable rules and regulations of the Association relating to any Common Area.

4. Golf Course. An easement over, under, upon and across all or any portion of the SUBDIVISION is hereby granted and established in favor of any golf course, all or any portion of which is located within Deer Creek, and the employees, contractors, members, guests, invitees, and assigns of any such golf course, to permit the doing of every act necessary and proper to the playing of golf and the maintenance and operation of a golf course. These acts shall include, but are not limited to, the recovery of golf balls from any portion of the SUBDIVISION and from any Lake located within or adjacent to any portion of the SUBDIVISION, the flight of golf balls over and upon any portion of the SUBDIVISION, the use of necessary and usual equipment upon such golf course, the

usual and common noise level created by the playing of the game of golf or the maintenance and operation of a golf course, together with all other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a golf course and a country club. Furthermore, any such golf course shall have the non-exclusive right to connect its sprinkler system to any Lake and draw water therefrom, for irrigation purposes.

ARTICLE IV

ASSOCIATION

In order to provide for the proficient and effective administration of the SUBDIVISION, a non-profit corporation known and designated as The Pines of Deer Creek Homeowners Association, Inc., has been organized under the Laws of the State of Florida.

1. Articles of Incorporation. A copy of the Articles is attached hereto as Exhibit "A". This Declaration shall not prohibit the amendment of the Articles.

2. By-Laws. A copy of the By-Laws is attached hereto as Exhibit "B". This Declaration shall not prohibit the amendment of the By-Laws.

3. Powers of the Association. The Association shall have all the powers indicated or incidental to those contained in its Articles of Incorporation and By-Laws. In addition, the Association shall have the power to enforce this Declaration and shall have all powers granted to it by this Declaration. By this Declaration, the SUBDIVISION is hereby submitted to the jurisdiction of the Association.

4. Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to maintain or repair portions of the SUBDIVISION, the Association shall not be liable to any Person for injury or damage, other than the cost of maintenance and repair, caused by a latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Persons.

5. 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 Lot.

6. Approval or Disapproval of Matters. Whenever the decision of the Members are required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Articles and the By-Laws of the Association.

7. Membership and Members. Pursuant to Article IV of the Articles, there shall be one (1) Membership for each Lot, and each Lot Owner shall be a Member of the Association, along with other Memberships and Members of the Association. Said Article IV is incorporated herein by reference and shall apply in its entirety including, but not limited to, Memberships and Members relating to Units; changes in Membership and Members due to the transfer of fee title to any Property; the vacation or replatting of all or a portion of the SUBDIVISION; the division and combination of Lots; and Lots not used for residential purposes. It shall be the duty of every Member to inform the Association of any change in ownership or other event which would change the Members and/or Membership relating to any Lot in the SUBDIVISION. The total number of Memberships of the Association may be increased due to the addition of additional lands to this Declaration, or due to the operation of another Declaration of Covenants and Restrictions or similar documentation, submitting land to the jurisdiction of the Association and accepted by the Association pursuant to its Articles.

8. Voting. The Members of the Association will have voting rights as provided in the Articles, subject to all rights of the Declarant (the Developer in the Articles) contained in Article XV of the Articles including, but not limited to, the right to appoint all Directors of the Association, to amend the Articles and the By-Laws, and to approve any action of the Members.

ARTICLE VASSESSMENTS

The process of making and collecting Assessments for Common Expenses shall be pursuant to the Articles and By-Laws and subject to the following provisions:

1. Share of the Common Expenses and Common Surplus. Each Membership shall be liable for assessment for a proportionate share of the Common Expenses of the Association. Such share, for each Membership in the Association, shall be determined by multiplying the total Common Expenses for which assessments are being made by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Memberships in the Association. In the event only a portion of the Memberships are to assessed for any Common Expense (such as where the Common Expense relates to the Lake or any other Common Area limited to the use of only a portion of the Members) the share for each Membership being assessed shall be likewise determined, except the denominator of the aforementioned fraction will be only the total number of Memberships being assessed. Each Membership shall share in any Common Surplus, in the same proportion that such Membership was liable for the share of the Common Expenses which generated the Surplus.
2. Non-Waiver. The liability for Assessments may not be avoided by waiver of the use and enjoyment of any Common Area or by the abandoning of the Property for which the Assessment is made.
3. Interest, Costs, and Application of Payments. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the due dates shall bear interest at the rate of ten percent (10%) per year from the date when due until paid. In addition to interest, a Membership shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessment of such Membership, and the enforcement and/or foreclosure of any lien for same, including reasonable attorney's fees through any appellate proceedings, and all sums paid by the Association for taxes and on account of any mortgage, lien and encumbrance in order to preserve and protect the Association's lien. All payments by a Membership shall first be applied to payments and expenses incurred by the Association, then to interest, then to any unpaid Assessments of such Membership.
4. Liability and Lien for Assessments. The Member(s) of the Association who own the Property underlying a Membership shall be personally (and if more than one (1), jointly and severally) liable for all Assessments, interest, costs and expenses owed to the Association by such Membership. The Association shall have a lien on all underlying Property of any Membership for any unpaid Assessments, interest, costs and expenses owed to the Association by such Membership. The lien shall include all real property, improvements and tangible personal property associated with, or located in or upon, the Property. The lien of the Association shall be effective only from and after the recording of a Claim of Lien in the Public Records of Broward County, Florida, and any such recorded Claim of Lien shall also secure future unpaid Assessments, interest or other expenses and costs owed to the Association and attributable to the Property indicated in the Claim of Lien. In the event a Claim of Lien is filed, upon payment in full of all monies due the Association, the Membership is entitled to a Satisfaction of the Lien.
5. Transfer of Property After Assessment. The Lien for Assessment shall not be affected by the sale or transfer of any Property, and any new Member shall be liable for all Assessments, interest and other expenses attributable to any Property purchased by or transferred to such new Member. However, any Member upon demand, shall be entitled to receive from the Association a statement as to any then unpaid Assessments, interest, or other expenses owed to the Association and attributable to any Property of such Member, and any purchaser or transferee of such Property shall have the right to rely on such statement.
6. Subordination of the Lien to Mortgages. Any lien of the Association shall be subordinate and inferior to the lien of any mortgage of an Institutional

Lender recorded prior to the recording of a Claim of Lien by the Association. The sale or transfer of any Property which is subject to such a mortgage of an Institutional Lender, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the Association as to any Assessment, interest or expenses which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the Institutional Lender, nor any purchaser at a foreclosure sale, nor their grantees or successors shall be responsible for said payments, but they shall be liable for any Assessments due after such sale or transfer.

7. Collection and Foreclosure. The Board may take such actions as they deem necessary to collect any Assessment or other sum due to the Association by personal action, or by enforcing and foreclosing said lien (in a manner similar to a mortgage foreclosure either at common law or by statute), and may settle and compromise same, if in the best interests of the Association.

8. Division of Membership. In the event any Lot is divided into portions pursuant to Article IV 3 C(1) of the Articles, and if pursuant to said Articles the vote for such Membership has been divided between the Owners of the respective portions of the divided Lot, then and in that event the Assessment for such Membership shall be also divided between the Owners of the portions of the Lot in the same proportion as the vote for such Membership was divided. The Owner(s) of each portion shall be liable for only their share of the Assessment for such Membership, and any interest, costs or expenses associated with their share of such Assessment, and any lien for same shall only attach to the portion of the Lot for which there are unpaid Assessments, interests, costs or expenses. In the event any Lot is divided into portions and said Article IV is not complied with, in that the vote for the Membership of such Lot has not been divided, then and in that event the Owners of all portions of the Lot shall be jointly and severally liable for the entire Assessment for the Membership attributable to such Lot, as if they were Co-Owners, and any interest, costs or expenses associated therewith, and any lien for any unpaid assessments, interest, costs or expenses attributable to such Membership shall attach and apply to the entire Lot.

ARTICLE VI

ARCHITECTURAL CONTROL

1. Purpose. Architectural control, will be exercised as hereinafter provided, for the purpose of insuring the development of the SUBDIVISION as a residential community of high standards and aesthetic beauty, over all buildings, fences, walls, tennis courts, swimming pools, patio areas, driveways, landscaping, and any other structures and improvements to be placed or constructed upon any Lot or other portion of the SUBDIVISION.

2. Party Exercising Architectural Control. The Declarant shall have the right to exercise such architectural control so long as it owns any interest in any Lot of the SUBDIVISION, either as a Lot Owner or as a mortgagee, or is a Member of the Association. Thereafter, the Board shall exercise such architectural control, provided, however, that at any time the Declarant shall have the right to relinquish architectural control of the SUBDIVISION to the Board, by written notice. So long as the Declarant has the right to exercise architectural control, and has not voluntarily relinquished such control to the Board, the Board shall not have the right to exercise architectural control and said right shall be exclusively vested in the Declarant.

3. Lot Owner to Obtain Approval. Each Lot Owner, by holding or accepting title to any Lot, covenants and agrees that no building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original condition and color of same, shall be placed, constructed or made upon any Lot or portion of the SUBDIVISION unless and until plans and specifications therefor have been submitted to the party then exercising architectural control and the approval of same has been obtained as provided below. Said plans and specifications to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. In the event the party exercising architectural control deems such plans and specifications insufficient, said party may require the plans and specifications to be further detailed.

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4. Approval of Plans and Specifications. The party exercising architectural control shall have the right to approve or disapprove the plans and specifications on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of such party exercising architectural control, shall be sufficient. In the event the party exercising architectural control fails to approve or disapprove such plans or specifications, or requires that said plans or specifications be revised, within thirty (30) days after same have been submitted for approval, the plans and specifications shall be deemed approved and this provision shall be deemed to have been complied with. In the event approval of the party exercising architectural control is given, or in the event no disapproval is given as required and accordingly approval is presumed, the Lot Owner may proceed to make any such improvements or repairs in strict conformance with the plans and specifications submitted.

5. Remedy for Violation. In the event this Paragraph is violated in that any construction, improvement, change, or alteration is made without first obtaining the approval of the party exercising architectural control, or is made prior to the time approval is presumed as set forth herein, the party exercising architectural control shall specifically have the right to injunctive relief, which shall include, but not be limited to, requiring the Lot Owner to stop, remove and/or alter any such construction, improvement, change, or alteration in a manner which is satisfactory to the party exercising architectural control, or the party exercising architectural control may pursue any other remedy.

6. Standards. It is the intention of this Article that the party exercising architectural control shall have the right to control all architectural aspects of any improvements constructed on any Lot including, but not limited to, height, site planning, set-back requirements, open space, exterior design, landscaping, and aesthetic criteria, which criteria shall be applied equitably and without discrimination as to all Lots, to the end that the entire SUBDIVISION may be developed as a planned high-quality residential community with each Lot thereof complementing the others and forming a homogeneous whole. From time to time the party exercising architectural control shall have the right to establish written guidelines and/or criteria to be used in such party's exercise of architectural control, including, but not limited to, minimum requirements for landscaping and construction.

7. No Liability. Notwithstanding anything contained herein to the contrary, the party having the authority herein to exercise architectural control shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any Person or Lot Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards of the party exercising architectural control, or are in fact architecturally or aesthetically appropriate, and the party exercising architectural control shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications.

ARTICLE VII

MAINTENANCE

Responsibility for the maintenance of the SUBDIVISION shall be as follows:

1. By a Lot Owner. Every Lot Owner of a Lot not containing a Unit shall maintain said Owner's Lot(s) in any manner which does not unreasonably detract from, and is not an unreasonable annoyance and nuisance to, Unit Owners in the SUBDIVISION.

2. By a Unit Owner. Every Unit Owner shall keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and in compliance at all times with all use restrictions set forth in Article IX below.

3. By the Association.

A. Common Areas. The Association shall maintain, as a Common Expense of the Association, all Common Areas or other areas for which the duty to maintain has been delegated to and accepted by the Association, and all buildings, facilities and landscaped areas associated therewith.

B. Lots or Units. In the event any Lot Owner or Unit Owner fails to maintain his Lot and/or Unit in accordance with this Article VII, and in accordance with Article IX below, and shall continue to fail to do so for a period of ten (10) days after a written request by the Association to so maintain his Lot and/or Unit, or otherwise comply with any provision of Article IX, the Association shall have the right, but not the duty, to enter upon such Lot and/or Unit and perform any maintenance or act which should have been performed by the Lot Owner or Unit Owner, and any expense incurred by the Association in connection with such performance shall be assessed against the Lot Owner or Unit Owner. The Association shall have a lien for any such Assessment, as well as any interest or expenses associated therewith, and may take such action to collect such Assessment or foreclose said lien, all as in the case of any other Assessment pursuant to Article V of this Declaration.

4. Limitations. No Owner shall maintain any property for which the Association has the responsibility and duty for maintenance without the prior written consent of the Association.

ARTICLE VIII

TAXES AND INSURANCE

The Association shall be responsible for real and personal property taxes assessed against any Common Areas and personal property owned by and/or the responsibility of the Association. Furthermore, the Association shall have the right to obtain such insurance as is deemed necessary by the Board from time to time to afford protection against loss. Sums expended for taxes and insurance shall be considered Common Expenses of the Association.

ARTICLE IX

USE RESTRICTIONS

1. One House Per Lot. Only one (1) single family residential house shall be permitted on any Lot, which shall be used only for residential purposes.
2. Residential Use Only. No commercial activity, trade or business shall be maintained upon any Lot or within any Unit.
3. Set-back and Height. All applicable governmental building codes and ordinances shall be complied with as regards set-back and height requirements.
4. Minimum Square Footage. All Units shall contain a minimum of two thousand (2,000) square feet, under roof and permanently enclosed, exclusive of any garage area, porch or patio, whether screened in or not.
5. Roofs. The roof of any Unit shall be pitched, and shall be built of cedar shake shingle, tile, slate or concrete construction, or other composition approved by the party exercising architectural control.
6. Garages. All Units shall have an attached and enclosed two (2) or more car garage. The garage shall be used primarily for the storage of automobiles and not primarily as a workshop or for other use. Garage doors shall be kept functional and closed when the garage is not in use, so as to preserve the beauty of the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage, and without the prior written approval of the party exercising architectural control.
7. Architectural Control Provisions to be Complied With. No building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original condition and color of same, shall be placed, constructed or made upon any Lot unless and until the provisions of Article VI dealing with architectural control have been complied with.
8. No Other Structures on Lots. No out-buildings, portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the party exercising architectural control.

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9. Swimming Pools. All swimming pools shall be enclosed by a screened-in patio, fence, decorative wall, or other enclosure, which shall first be approved by the party exercising architectural control.

10. Clothes Lines. No clothesline or clothes pole shall be erected, maintained or permitted upon any portion of the SUBDIVISION, and outside drying of clothes shall be prohibited.

11. Trash Facilities. No garbage, trash, refuse, or rubbish shall be deposited, dumped or kept on any portion of, or lot within, the SUBDIVISION except in closed containers, dumpsters, or other sanitary garbage collection facilities. All containers, dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to be detrimental to the SUBDIVISION.

12. Signs. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed, or affixed to the exterior of a Unit or upon any lot, nor shall any mailbox be placed upon any lot, without the prior written approval of the party exercising architectural control. The Declarant and the Association shall not be limited by this sign restriction and may place signs upon any portion of the SUBDIVISION (including Common Areas) at their sole discretion.

13. Vehicles Other Than Automobile. No truck, boat, trailer, camper or van of any kind shall park or be parked at any time upon any portion or lot of the SUBDIVISION, unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries to or from, or while used in connection with providing services to, any Unit or lot.

14. Antennas. No exterior antenna or aerial shall be erected or maintained on any Unit or lot without the prior written consent of the party exercising architectural control.

15. Animals and Pets. No animals, livestock or poultry of any kind shall be permitted in any Unit or upon any portion of the SUBDIVISION, including any Common Area. However, this provision shall not apply with respect to common household pets owned by any Unit Owner, except that no more than one (1) dog or cat shall be permitted without the prior written approval of the Board. Any such household pet (a) must not be kept or maintained for commercial purposes; (b) must not be an unreasonable nuisance or annoyance to other Unit Owners; and (c) shall be kept subject to any rules and regulations which may, from time to time, be promulgated by the Board.

16. Landscaping. All lot(s), or any portion of a lot, containing a Unit shall be sodded and tastefully landscaped in a manner which does not detract from the first class residential character of the SUBDIVISION, and in accordance with any criteria established from time to time by the party exercising architectural control. No excessive weeds or unsightly undergrowth or brush shall be permitted. Sprinkler systems shall be installed, maintained and used to keep all landscaped areas from drying out.

17. Nuisances. No nuisances shall be allowed upon any SUBDIVISION property, nor any use or practice which is the source of annoyance to, or interferes with the peaceful possession and proper use of, the residents of the SUBDIVISION.

18. Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of any Unit, lot, or other portion of the SUBDIVISION; and all laws, zoning ordinances and regulations of all controlling governmental agencies and bodies shall be observed.

19. Maintenance. The exterior of all Units including, but not limited to, roofs, walls, windows, patio areas, screening, and awnings, shall be maintained by the Unit Owner in good condition and repair and in a neat and attractive manner, and all painted areas shall be regularly and neatly painted. No excessive rust deposits on the exterior of any Unit, peeling of paint or discoloration of same shall be permitted.

20. Boats. No motor boats or gasoline motors shall be permitted or used in any Lake, but small sailboats, canoes, rowboats, rafts, or similar unpowered vessels are permitted subject to rules and regulations established from time to time by the Board.

21. Further Subdivision of Lots. No Lot shall be further subdivided, nor any portion of a Lot less than the whole thereof be sold or transferred to any person, unless the entire Lot shall be utilized to enlarge the adjacent Lots, or unless the same shall be approved by the party exercising architectural control.

22. Rules and Regulations. Reasonable rules and regulations concerning the use of any Common Areas may be made and amended from time to time by the Association in the manner provided in its Articles and By-Laws. Copies of such rules and regulations, and amendments thereto, shall be furnished by the Association to all Lot Owners and Unit Owners of the SUBDIVISION upon request.

23. Air Conditioning. All Units shall be air conditioned with a central air conditioning system, and no window, wall, or portable air conditioning units will be permitted, without the prior written approval of the party exercising architectural control.

24. No Waiver. In the event the Declarant, the Association, or any other Person having authority to do so grants any Lot Owner or Unit Owner permission to deviate from these restrictions, or grants any approval as provided herein, or fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit the Declarant, the Association, the Board, or any other Person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other Unit Owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

25. Construction and Sale of Units. Notwithstanding anything contained herein to the contrary, no restrictions contained in this Article IX shall be deemed, nor applied, to prohibit or restrict the customary and usual activities associated with the construction of any subdivision improvements, or units, or the sale of units to the public, by the Declarant, or any developer or builder, or any of their respective agents, in the ordinary course of their business.

ARTICLE X

DEDICATIONS

The Declarant reserves the right to dedicate, grant or convey any portion of the SUBDIVISION owned by it, or any easement therein, to any governmental or quasi-governmental agency or private or public utility company, subject to acceptance of same, free of this Declaration, and shall also have the right to direct the Association to likewise dedicate, grant or convey any Common Area, free of this Declaration, whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. This right of the Declarant shall terminate when the Declarant no longer owns any interest in any Lot, either as an Owner or mortgagee, and thereafter the right shall be solely vested within the Association.

ARTICLE XI

TERM OF DECLARATION

All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Lot and Unit Owners, their successors, heirs or assigns, regardless of how said Owners acquired title, for a period of fifty (50) years from the date of this Declaration, at which time these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect. Provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of any such extension period, or the initial fifty (50) year period, the Owners of a majority of Lots in the SUBDIVISION and all Institutional lenders having a mortgage on any Lot, by written instrument to be recorded, declare a termination of this Declaration (as it may have been amended from time to time) and said termination shall be effective on the date said instrument is recorded in the Public Records of Broward County, Florida.

ARTICLE XIIAMENDMENT

This Declaration may be amended from time to time, by the Declarant and without the consent of the Association, its members, or any Lot or Unit Owner, so long as the Declarant owns any interest in any Lot within the SUBDIVISION, either as Owner or mortgagee. In addition, this Declaration may be amended (1) upon the approval of not less than seventy-five percent (75%) of the entire membership of the Association and not less than seventy-five percent (75%) of the entire Membership of the Board, or (2) upon the approval of not less than eighty percent (80%) of the entire membership of the Association, provided, however, that any such amendment, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any interest in any Lot within the SUBDIVISION, either as an Owner or mortgagee. In order to be effective, any amendment to this Declaration must first be recorded amongst the Public Records of Broward County, Florida.

ARTICLE XIIICONFLICT WITH ARTICLES OR BY-LAWS

In the event of any conflict between the Articles or the By-Laws, and this Declaration, this Declaration shall apply, unless otherwise specifically provided for.

ARTICLE XIVIMPROVEMENT ASSOCIATION

1. Declarant acknowledges and affirms that the SUBDIVISION is also subject to a "Declaration of Covenants and Restrictions of Deer Creek" made by Declarant, which Declaration submits certain lands, including the SUBDIVISION, to the jurisdiction of the Deer Creek Improvement Association, Inc., a Florida corporation not-for-profit.
2. Nothing contained herein shall be deemed to restrict or limit any provision contained within the Declaration of Covenants and Restrictions of Deer Creek, nor to restrict any authority that Deer Creek Improvement Association, Inc., or Declarant, may have over the SUBDIVISION as provided in its Articles of Incorporation or as provided pursuant to the Declaration of Covenants and Restrictions of Deer Creek.
3. In the event the Association is dissolved, Deer Creek Improvement Association, Inc. shall have the power and authority to enforce this Declaration, in place and in stead of the Association.
4. The Association, by vote of the majority of its Board and its Members, may assign to Deer Creek Improvement Association, Inc., the authority to enforce any provision of this Declaration, or may grant to Deer Creek Improvement Association, Inc., any power granted to the Association pursuant to any provision of this Declaration. However, no such delegation of power or authority to Deer Creek Improvement Association, Inc., shall be effective until same is approved by the Board of Deer Creek Improvement Association, Inc.
5. Upon approval of the majority of the Board of both the Association and Deer Creek Improvement Association, Inc., either may be given the responsibility for the collection of any Assessment of the other.
6. Notwithstanding anything contained herein to the contrary, in the event the Declaration of Covenants and Restrictions of Deer Creek is, for any reason and at any time, not enforced by Deer Creek Improvement Association, Inc., but instead is enforced by another corporation or association, then and in that event such substitute corporation or association shall be vested with any power, authority or rights over the SUBDIVISION granted to Deer Creek Improvement Association, Inc., by this Declaration, by the Declaration of Covenants and Restrictions of Deer Creek, or otherwise granted by the Declarant or the Board during the period within which Deer Creek Improvement Association, Inc., was enforcing the Declaration of Covenants and Restrictions of Deer Creek.

ARTICLE XVENFORCEMENT

This Declaration may be enforced by any procedure at law or in equity against any Person, Lot Owner or Unit Owner violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person, Lot Owner or Unit Owner against whom enforcement is sought, provided such proceeding results in a finding that such Person, Lot Owner or Unit Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees, including such fees incurred in any appellate proceedings. Any failure by the Declarant or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVIDELEGATION OF AUTHORITY OF BOARD

Nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one (1) of its Members, or to any Officer, or to any committee or any other Person, any power or right granted to the Board by this Declaration including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

ARTICLE XVIIRIGHTS OF SUCCESSORS IN INTEREST AND ASSIGNEES OF DECLARANT

Any right, power or authority granted to or reserved by the Declarant pursuant to this Declaration, either express or implied, may be exercised or enforced by any successor in interest or assignee of the Declarant. However, any purchaser of any Property from the Declarant shall not be deemed a successor in interest or an assignee of the Declarant for purposes of this Paragraph, unless the Declarant specifically assigns its rights hereunder to such purchaser.

ARTICLE XVIIISEVERABILITY

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 shall not affect the validity of the remaining portions which shall remain in full force and effect.

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, D.C. PROPERTIES, INC., a Florida corporation, being the Declarant herein, has hereunto set its hand and seal, this 11th day of August, 1978.

WITNESSES:

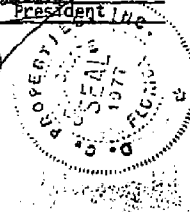
D.C. PROPERTIES, INC.,
a Florida corporation

By:

DENNIS MURPHY

President

REC 7808
MAY 6 1978



STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

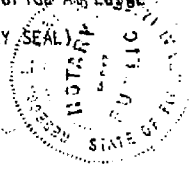
The foregoing Declaration of Covenants and Restrictions of The Pines of Deer Creek was acknowledged before me this 11TH day of August, 1978, by DENNIS MURPHY, as President, of D.C. PROPERTIES, INC., a Florida corporation, on behalf of said corporation.

William F. Lagge
NOTARY PUBLIC, State of Florida - At Large

My Commission Expires:

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 19, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS



THIS INSTRUMENT PREPARED BY:

Lawrence H. Goldberg, Esquire
GOLDBERG, YOUNG, GOLDBERG & BORKSON, P.A.
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Fort Lauderdale, Florida 33307
Telephone: (305) 771-8550

FILED
JUL 18 1978
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**SCHEDULE OF EXHIBITS AND SIGNATURE PAGE
REVITALIZED DECLARATIONS AND COVENANTS OF THE PINES OF DEER
CREEK**

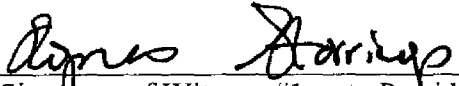
(which Exhibits are attached hereto and made a part hereof)

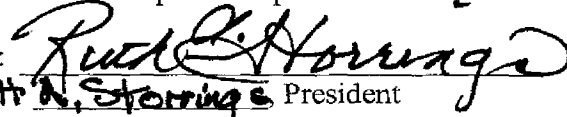
Exhibit "A"	Parcel Owner Exhibit
Exhibit "B"	Articles of Incorporation – The Pines of Deer Creek Homeowner's Association, Inc.
Exhibit "C"	Bylaws – The Pines of Deer Creek Homeowner's Association, Inc.
Exhibit "D"	Graphic Depiction

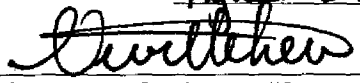
Pursuant to Florida Statutes 720.407(2), The Pines of Deer Creek Homeowners Association, Inc. a Florida not-for-profit corporation, hereby executes this revitalized Declarations and Covenants of The Pines of Deer Creek on the date set forth in the notary acknowledgement below.

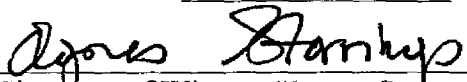
Signed, sealed and delivered
in the presence of:


THE PINES OF DEER CREEK
HOMEOWNERS ASSOCIATION, INC. a
Florida not-for-profit corporation

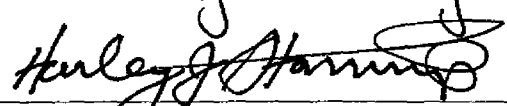

Signature of Witness #1 as to President
Printed Name: Agnes Storrings

By: 
Ruth A. Storrings President


Signature of Witness #2 as to President
Printed Name: NEVILLE LEBLIE


Signature of Witness #1 as to Secretary
Printed Name: Agnes Storrings

Attest: 
Theresse A. Jerman, Secretary


Signature of Witness #2 as to Secretary
Printed Name: Harley Storrings

Department of Economic Opportunity approval letter dated July 13, 2018 is attached hereto as Appendix "1".

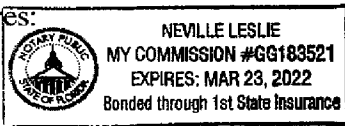
STATE OF FLORIDA)
COUNTY OF Broward)

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of August, 2018, by Ruth Storings, as President of The Pines of Deer Creek Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation and for the purposes therein expressed. He/she is (☒) personally known to me or () produced _____ as identification.

Neville Leslie

NOTARY PUBLIC

My Commission Expires:



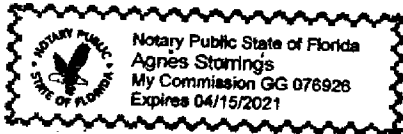
STATE OF FLORIDA)
COUNTY OF Broward)

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of August, 2018, by Therese A. Jorman, as Secretary of The Pines of Deer Creek Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation and for the purposes therein expressed. He/she is () personally known to me or (☒) produced Driver's License as identification.

Agnes Storings

NOTARY PUBLIC

My Commission Expires:



APPENDIX "1"

**DEPARTMENT OF ECONOMIC OPPORTUNITY APPROVAL LETTER
DATED JULY 13, 2018**

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

July 13, 2018

Harley J. Storrings, Esq.
Storrings Law
10100 West Sample Rd, Suite 300
Coral Springs, Florida 33065

**Re: The Pines of Deer Creek Homeowners Association, Inc.; Approval;
Determination Number: 18123**

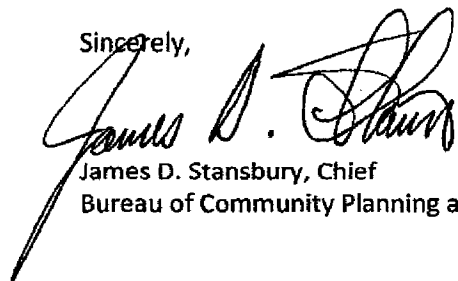
Dear Mr. Storrings:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for The Pines of Deer Creek Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Exhibit "A"

Parcel Owner Exhibit to Declaration of Covenants and Restrictions of The Pines of Deer Creek

THE PINES OF DEER CREEK

Plat Book 98, Page 47, Broward County, Florida.

Owner Name	Legal Description
SELLENTIN, MARY	Lot 1, Block 1
PINZON, CARLOS & MARYELLEN	Lot 2, Block 1
BATMASIAN, JAMES & NATALIE	Lot 3, Block 1
JERMAN, THERESA A	Lot 4, Block 1
GOVERNALE, CONSTANCE	Lot 5, Block 1
HALKOWICH, JOHN T & LINDA L	Lot 6, Block 1
MAHFOOD, FERDINAND G & PATRICIA A	Lot 7, Block 1
MARK, KENNETH TIEU, DEBORAH J	Lot 8, Block 1
RIZZUTO, PHILIP & ANN	Lot 9, Block 1
PENELOPE B NEFF, AS TRUSTEE IF THE PENLOPE B. NEFF REVOCABLE TRUST DATED 8/8/02	Lot 10, Block 1
YOUNG, JARED M & CATHERINE R	Lot 11, Block 1
GOLDBERG, CARY ADAM & TARA MARIE	Lot 12, Block 1
RUGGIERO, ALBERT & GAIL	Lot 13, Block 1
BARTHOLOMEW, KEVIN	Lot 14, Block 1
COYLE, THOMAS F JR & NICOLE H	Lot 15, Block 1
STERN, WILLIAM B & KLAITY, HOLLY E.	Lot 16, Block 1
GARY A. TRASATTI & DANABETH ZAMBELLI, CO-TRUSTEES OF THE UNRECORDED TRASATTIZANBELLI REVOCABLE TRUST AGREEMENT DATED 8/4/15	Lot 17, Block 1
NOUD, LEONARD E & TRACEY A	Lot 18, Block 1
GORDON & MARTHA A. MCCLAY, AS CO-TRUSTEES OF THE GORDON MCCLAY AND MARTHA A. MCCLAY JOINT REVOCABLE TRUST DATED 11/19/2013	Lot 19, Block 1
FALLARINO, THOMAS J & MYHANH	Lot 20, Block 1
SIMILE, DAVID J	Lot 21, Block 1
DORAN, ROBERT J & COLLEEN BRENNAN	Lot 22, Block 1
SKAMAGOS, STEVE	Lot 23, Block 1
MCLELLAN, MICKEY	Lot 24, Block 1
HORNE, LOUISE A	
INSKEP, THOMAS	Lot 25, Block 1
CALDERON, VERONICA IMBRIALE, JOSEPH M	Lot 26, Block 1
KAMINER, MICHAEL DAVID	Lot 27, Block 1
BURNS, CHRISTINE	
STATHIS, CHRISTOPHER	Lot 28, Block 1

BROWNLEE, JACQUELINE W & ROBERT M	Lot 29, Block 1
PATRICIA M NELSON, TRUSTEE OF THE PATRICIA M. NELSON REVOCABLE TRUST DATED 6/17/2016	Lot 30, Block 1
BLOCKWELL-AARON PROPERTIES, LLC	Lot 31, Block 1
STORRINGS, GORDON & RUTH	Lot 32, Block 1
PREJEAN, JOSEPH & PAMELA	Lot 33, Block 1
CINDY CANDY LLC	Lot 34, Block 1
DE MICHELE, RICHARD	Lot 35, Block 1
MONDESSA SWIFT, TRUSTEE OF THE MONDESSA SWIFT REVOCABLE TRUST DATED 12/8/1999	Lot 1, Block 2
ROBERT B PRATT, TRUSTEE OF THE ROBERT B. PRATT REVOCABLE TRUST U/A/D 7/25/2013	Lot 2, Block 2
NANETTE CHAMMIEL, TRUSTEE OF THE NANETTE CHAPMAN HAMMIEL TRUST DATED 5/18/1994	Lot 3, Block 2
ANDERSON, LINDA K	Lot 4, Block 2
BURKEY, SHAWN	Lot 5, Block 2
TAYLOR, R. JAMES & CHRISTINE H.	Lot 6, Block 2
BARBOUR, GARY M. & KELLI C.	Lot 7, Block 2
FERNANDEZ, RAFAEL	Lot 8, Block 2
MARTINSON, MART & KIKU	Lot 9, Block 2
ZAWAKI, MICHAEL G. & NANCEE J.	Lot 10, Block 2
LABELLE, DENYS & FRANCOISE	Lot 11, Block 2
CRAMER, DANIEL & PHYLLIS	Lot 12, Block 2
ARELLANO, YURI & GHON, KEVIN	Lot 13, Block 2
VILLANUEVA, ROXANA	Lot 14, Block 2
VOSS, STEVEN A	Lot 15, Block 2
KOVACS, ANDOR	Lot 16, Block 2
BENFANTE, LINDA	Lot 17, Block 2
DZUGAN, SERGEY A & YELENA V	Lot 18, Block 2
JAMESON, JORENE	Lot 19, Block 2

CUMMINGS, MICHAEL ARON & ANGELA ANN	Lot 20, Block 2
HASELEY, MICHAEL & KATZ, ANDREA	Lot 21, Block 2
MAIMONE, DOMENIC & RHONDA	Lot 22, Block 2
MATCH POINT MINISTRIES INC	Lot 23, Block 2
WEZAIN, EDWARD K & NADIA	Lot 24, Block 2

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on August 15, 1978, as shown by the records of this office.

The document number of this corporation is 743921.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixth day of August, 2018



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

EXHIBIT "B"

ARTICLES OF INCORPORATION- THE PINES OF DEER CREEK HOMEOWNER'S
ASSOCIATION, INC.

EXHIBIT "A"

TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE PINES OF DEER CREEK

ARTICLES OF INCORPORATION

THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.

1011 78:16 PM 029

ARTICLES OF INCORPORATION
OF
THE PINES OF DEER CREEK
HOMEOWNERS ASSOCIATION, INC.
a Florida corporation not-for-profit

ARTICLE I

NAME

The name of this corporation is "THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.", a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION".

ARTICLE II

PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not for profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the "Declaration of Covenants and Restrictions of The Pines of Deer Creek" (hereinafter referred to as the "DECLARATION"), as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to, the ASSOCIATION, and accepted by the Board of Directors of the ASSOCIATION.
4. To promote the health, safety and welfare of the Members of the ASSOCIATION.

ARTICLE III

POWERS

The ASSOCIATION shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the Laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION or any similar document, either express or implied including, but not limited to, the following:
 - A. To own, purchase, mortgage, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - B. To make and collect Assessments against Members of the ASSOCIATION to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION.
 - C. To make, establish and enforce reasonable rules and regulations governing the use of Common Areas, parks, recreational areas, lots, residential dwellings, and other property under the jurisdiction of the Association.
 - D. To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and lake maintenance purposes.

11/15/78
Page 631

E. To borrow money for the purposes of carrying out the powers and duties of the ASSOCIATION.

F. To exercise architectural control over the construction, improvement and/or repair of any building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, or other structure or improvement, or any change or alteration thereto, placed, constructed or made upon any property over which the ASSOCIATION has jurisdiction.

G. To obtain insurance to protect the ASSOCIATION against loss, and to pay taxes assessed against any property owned by and/or the responsibility of the ASSOCIATION.

H. To employ personnel necessary to perform the obligations, services and duties required of or performed by the ASSOCIATION and for the proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

ARTICLE IV

MEMBERS

1. With respect to platted Lots within The Pines of Deer Creek. Pursuant to the DECLARATION, the record owners of platted Lots in The Pines of Deer Creek (hereinafter referred to as the "SUBDIVISION"), shall be Members of the ASSOCIATION. Membership shall be established for each platted Lot in the SUBDIVISION upon the filing of these Articles of Incorporation and the recording of the Plat of the SUBDIVISION and the Declaration amongst the Public Records of Broward County, Florida. There shall be one (1) Membership for each platted Lot in the SUBDIVISION.

2. With respect to property other than platted Lots in the SUBDIVISION. In the event any property outside of the SUBDIVISION is submitted to the jurisdiction of the ASSOCIATION by an amendment to the DECLARATION or by another declaration which is recorded amongst the Public Records of Broward County, Florida, and accepted by the Board of Directors of the ASSOCIATION, or in the event any unit, as hereinafter defined, is constructed upon any portion of the SUBDIVISION other than a platted Lot, the following shall apply with respect to Memberships relating to such property:

A. Property Platted into Lots. If or when all or a portion of any such property outside of the SUBDIVISION is platted into Lots by virtue of a plat recorded amongst the Public Records of Broward County, Florida, the owner of each platted Lot shall be a Member in the Association. Membership shall be established for each platted Lot upon the recording of the Plat, and there shall be one (1) Membership for each platted Lot.

B. Property Not Platted into Lots. If all or a portion of any such property outside of the SUBDIVISION is not platted into Lots, or if a unit is constructed upon any portion of the SUBDIVISION other than a platted Lot, then the record owner of each unit existing from time to time upon such property shall be a Member in the Association. Membership shall be established for each such unit upon the issuance of a Certificate of Occupancy for such unit by the controlling governmental authority, and there shall be one (1) Membership for each such unit existing from time to time. For purposes of this Article IV, a unit is defined as any residential dwelling to be occupied by one (1) person or family including, but not limited to, a single family house, townhouse, patio home, apartment, villa, cluster home, condominium unit, or any separate residential dwelling contained in a duplex, fourplex, or other multi-family building.

3. Changes in Membership.

A. Upon the transfer of fee title to any platted Lot, unit or other property for which a Membership exists, whether by conveyance, devise, judicial decree or otherwise, and upon the recordation amongst the Public Records of Broward County, Florida, of the deed or other instrument of conveyance evidencing a transfer of ownership, the new owner(s) designated in such deed or other instrument of conveyance shall become a Member or Members of the ASSOCIATION, and the Membership of the prior owner(s) as to the Lot or unit designated shall be terminated. The Association shall not be responsible for reflecting any such change in Membership until notified of same.

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B. Resubdivision or Vacation of Plats. In the event all or any portion of the Plat of the SUBDIVISION, or of any other platted property subject to the jurisdiction of the ASSOCIATION, is vacated or replatted, Memberships of the former Lot owners shall be terminated. New Memberships shall be established for any new platted Lots or units then or thereafter existing upon the affected property, pursuant to Paragraph 2 of this Article IV.

C. Division and Combination of platted Lots.

(1) Portions not exceeding ten feet in width. In the event any portion of a platted Lot not greater than ten (10) feet in width at any point along an originally platted Lot line is conveyed or transferred to the Lot Owner(s) of the adjacent platted Lot adjoining such originally platted Lot line, in order to enlarge such adjacent platted Lot, the Membership and voting rights for the original platted Lot as decreased by the conveyance of the portion, and the adjacent platted Lot, as increased by the conveyance of the portion, shall not be affected by the conveyance.

(2) Except as provided in Subparagraph (1) above, in the event a portion of a platted Lot less than the whole thereof is separately transferred or conveyed, or in the event any platted Lot is divided into portions, the Owner(s) of each portion of such platted Lot shall, in the deed or other instrument of conveyance of such portion, or by a written and recorded agreement, divide amongst themselves the Membership and voting rights for the platted Lot. Thereafter, the Owners of each portion of the platted Lot shall be Members of the ASSOCIATION, but shall only be entitled to vote that proportion of the vote for the Membership of the divided platted Lot as is set forth in the deed, instrument of conveyance, or agreement, which proportions shall be expressed as a percentage or fraction of the original vote for such platted Lot, and shall total one (1) or one hundred percent (100%). In the absence of such a division in a deed, instrument of conveyance or agreement, the vote attributable to the original platted Lot may not be divided and must be cast, if at all, as if the Owners of each portion of the platted Lot were Co-Owners of the entire platted Lot, as provided in these Articles or the By-Laws. The responsibilities related to such platted Lot shall also be divided in the same proportion as the division of the vote for such platted Lot.

(3) In the event the number of units in any separate parcel of property exceeds the number of Memberships for such parcel as determined on a Lot basis, then Memberships for that parcel shall be redetermined on a unit basis, instead of a Lot basis, pursuant to Paragraph 2 B of this Article IV.

D. Lot not used for Residential Purposes. In the event any platted Lot is conveyed to the ASSOCIATION as a Common Area, or is conveyed to any governmental or quasi-governmental agency or body to be used for a purpose other than the location of a unit, upon such conveyance the Membership with respect to such Lot shall be terminated.

4. Membership appurtenant to Lot or unit. No Membership in the Association, and no interest or right of any Member in the funds or assets of the Association, may be assigned, transferred, encumbered or otherwise disposed of or hypothecated except as an appurtenance to the underlying Lot(s) or unit(s) of the Member.

ARTICLE V

VOTING

1. In General. Each Membership shall be entitled to one (1) vote in the ASSOCIATION. Except in the case of a division of a Lot pursuant to Article IV 3 C(2) above, the vote for any Membership may not be divided and must be cast as one (1) entire vote. In the event underlying property of any Membership is owned by more than one (1) person, or is owned by a corporation, the vote for such Membership shall be cast pursuant to the By-Laws. Any Member may represent himself, or may authorize by proxy the ASSOCIATION, or any other person, to act in his behalf, at any meeting or other activity in which a Member of the ASSOCIATION is entitled to vote. Except as where otherwise required under the provisions of these Articles of Incorporation, the By-Laws, the DECLARATION or any similar document, or by law, the affirmative vote of a majority of the Members, at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

1017 7836 PAGE 633

2. Matters concerning limited Common Areas. In the event, pursuant to the DECLARATION or any similar declaration of covenants and restrictions, or otherwise, a Common Area is expressly designated for the exclusive use of only a portion of the Members of the ASSOCIATION, then any action voted upon with respect to such Common Areas shall be approved only by the majority of the Members entitled to use such Common Areas.

3. Approval by Developer. Notwithstanding anything contained herein to the contrary, no vote or other action taken by the Members shall be effective without the prior written consent of the Developer, so long as same is required pursuant to Article XV herein.

ARTICLE VI

BOARD OF DIRECTORS

1. Number. The affairs of the ASSOCIATION will be managed by a Board of Directors, the number of which shall be determined by, or pursuant to, the By-Laws of the ASSOCIATION and in any event shall always be an odd number. In the absence of a determination of the number of Directors, the Board of Directors shall consist of three (3) Directors.

2. Election by Members. All Directors elected by the Members shall be elected at the annual meeting of the Members of the ASSOCIATION in the manner provided by the By-Laws by a majority of the Members. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

3. The names and addresses of the members of the first Board of Directors who shall hold office until their successors have been elected or appointed at the first annual meeting of the Members of the ASSOCIATION, and until such successors have qualified, are as follows:

LAURENCE A. MULLINS
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

THOMAS TUTTLE
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

DANIEL A. CROWDER
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

4. Appointment of Directors by Developer. Notwithstanding anything contained herein to the contrary, there shall be three (3) Directors each of which shall be appointed by the Developer, and not by the Members, pursuant to Article XV herein, so long as the Developer has the power to appoint Directors pursuant to said Article XV.

ARTICLE VII

OFFICERS

The Officers of the ASSOCIATION shall be a president, vice-president, secretary, treasurer and such other officers as the Board of Directors may from time to time by resolution create. The names of the Officers who are to manage the affairs of the ASSOCIATION until their successors have been elected or appointed at the first annual meeting of the Directors of the ASSOCIATION, and until such successors have qualified, are as follows:

President	- LAURENCE A. MULLINS
Vice-President	- THOMAS TUTTLE
Secretary	- DANIEL A. CROWDER
Treasurer	- DANIEL A. CROWDER

ARTICLE VIII

INDEMNIFICATION

Every Director and Officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the ASSOCIATION, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance

REC 7836
PAGE 63A

of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the ASSOCIATION. The foregoing right of indemnification shall be in addition to, and not exclusive of, any other right of indemnification to which a Director or Officer may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the ASSOCIATION shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. The resolution adopting a proposed amendment may be proposed by either the Board of Directors of the ASSOCIATION or by one (1) or more of the Members of the ASSOCIATION. Directors and Members may approve or disapprove such amendment by proxy. Except as elsewhere provided, such approvals must be by either:
 - A. Not less than seventy-five percent (75%) of the entire Membership of the Board of Directors and not less than seventy-five percent (75%) of the votes of the entire Membership of the ASSOCIATION; or
 - B. Not less than eighty percent (80%) of the votes of the entire Membership of the ASSOCIATION; or
 - C. By all of the Directors, so long as the Developer has the right to appoint the Directors pursuant to Article XV herein.
3. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the Directors of the ASSOCIATION.
4. Conflict with Articles or Declaration. No amendment shall be made which is in conflict with these Articles of Incorporation, the DECLARATION, or any other declaration or similar document submitting property to the jurisdiction of the Association.
5. Approval of amendments by the Developer. Notwithstanding anything contained herein to the contrary, no amendment to the By-Laws shall be made, adopted or become effective without the prior written consent of the Developer, so long as the Developer has the right to consent to same pursuant to Article XV herein, and, in addition, the Developer shall have the right to amend the By-Laws as provided in said Article XV.

ARTICLE X

AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one (1) or more Members of the ASSOCIATION. Directors and Members may express their approval of such amendment in person or by proxy at the meetings considering the amendment. Such approvals must be by either:
 - A. Not less than seventy-five percent (75%) of the entire Membership of the Board of Directors and not less than seventy-five percent (75%) of the votes of the entire Membership of the ASSOCIATION; or
 - B. Not less than eighty percent (80%) of the votes of the entire Membership of the ASSOCIATION; or

C. By all of the Directors, so long as the Developer has the right to appoint the Directors pursuant to Article XV herein.

3. A copy of each amendment to the Articles of Incorporation, as approved, shall be accepted and certified by the Secretary of the State of Florida and recorded in the Public Records of Broward County, Florida.

4. Conflict with By-Laws or Declaration. No amendment shall be made which is in conflict with the By-Laws, the DECLARATION, or any other declaration or similar document submitting property to the jurisdiction of the ASSOCIATION.

5. Approval of amendments by the Developer. Notwithstanding anything contained herein to the contrary, no amendment to these Articles shall be made, adopted or become effective without the prior written consent of the Developer, so long as the Developer has the right to consent to same pursuant to Article XV herein, and, in addition, the Developer shall have the right to amend these Articles as provided in said Article XV.

ARTICLE XI

TERM

This ASSOCIATION shall have perpetual existence.

ARTICLE XII

SUBSCRIBERS

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

LAURENCE A. MULLINS
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

THOMAS TUTTLE
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

DANIEL A. CROWDER
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

ARTICLE XIII

RESIDENT AGENT AND REGISTERED OFFICE

The initial registered agent and registered office of the ASSOCIATION shall be:

LAURENCE A. MULLINS
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

ARTICLE XIV

INITIAL ADDRESS

The initial street address of the principal office of the ASSOCIATION shall be:

2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

ARTICLE XV

DEVELOPER'S RIGHTS

1. Notwithstanding anything contained in these Articles of Incorporation, the By-Laws, or any declaration or similar document, to the contrary, so long as D.C. PROPERTIES, INC., a Florida corporation, herein referred to as the "Developer" holds any interest in any Lot, or in any other property submitted to the jurisdiction of the ASSOCIATION, either as Owner or mortgagee:

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A. No vote of the Members including, but not limited to, any vote amending these Articles or the By-Laws, shall be effective without the prior written consent and approval of the Developer.

B. The Developer shall be entitled to appoint all Directors of the Association, and no election of such Directors shall be held by the Members.

C. The Directors appointed by the Developer shall be entitled to appoint all Officers of the ASSOCIATION.

2. The rights of the Developer set forth in Paragraph 1 of this Article XV may be relinquished, in whole or in part, by the Developer at any time. Furthermore, said rights may be enforced by any successor in interest or assignee of the Developer. However, any purchaser of any property from the Developer shall not be deemed a successor in interest or an assignee of the Developer for purposes of this Paragraph 2, unless the Developer specifically assigns its rights hereunder to such purchaser.

IN WITNESS WHEREOF, the undersigned Subscribers have hereunto affixed their signatures to these Articles of Incorporation of The Pines of Deer Creek Homeowners Association, Inc., on this 11th day of August, 1978.

WITNESSES:

SUBSCRIBERS:

By:

LAURENCE A. MULLINS

By:

THOMAS TUTTLE

By:

DANIEL A. CROWDER

STATE OF FLORIDA

COUNTY OF BROWARD

SS:

The foregoing Articles of Incorporation of The Pines of Deer Creek Homeowners Association, Inc., a Florida corporation not-for-profit, were acknowledged before me by LAURENCE A. MULLINS, THOMAS TUTTLE and DANIEL A. CROWDER, as Subscribers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal in the State and County set forth above this 11th day of August, 1978.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 19, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

(NOTARY SEAL)

THIS INSTRUMENT PREPARED BY: Lawrence H. Goldberg, Esquire
GOLDBERG, YOUNG, GOLDBERG & BORKSON, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308
Telephone: (305) 771-8550

EXHIBIT "C"

BYLAWS- THE PINES OF DEER CREEK HOMEOWNER'S ASSOCIATION, INC.

EXHIBIT "B"

TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE PINES OF DEER CREEK

BY-LAWS

THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS OF
THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.

A corporation not-for-profit under
the Laws of the State of Florida

1. Identity. These are the By-Laws of THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association", a corporation not-for-profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on the 15th day of August, 1978. The Association has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these By-Laws, in the Articles of Incorporation, and in any declaration submitting property to the jurisdiction of the Association, and all powers provided under the Laws of the State of Florida or otherwise incident to any of such powers.

1.1 The office of the Association shall be located at 2801 Deer Creek Country Club Boulevard, Deerfield Beach, Florida, 33441, or at such other place or places as the Board of Directors may determine from time to time.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words: "corporation not-for-profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, or otherwise reproduced upon any instrument or document executed in the name of the Association.

2. Membership and Members' Meetings.

2.1 Qualification. The Members and Membership of the Association shall be as provided by the Articles of Incorporation.

2.2 Change of Membership. Change of Membership in the Association shall be as provided in the Articles of Incorporation.

2.3 Annual Meeting. The annual meeting of the Members for the election of Directors and for the transaction of such other business as may come before the meeting shall be held on the third (3rd) Wednesday of January of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, at 7:30 P.M., or at such time as shall be designated by the Board of Directors or the President and as is contained in the notice of such meeting.

2.4 Special Meetings. Special meetings of the Members may be called at any time by the majority of the Board of Directors, the holders of not less than ten percent (10%) of all Memberships entitled to vote at the meeting, and/or the President or Vice-President of the Association, and shall be held within thirty (30) days after such meeting is duly called.

2.5 Place of Meetings. All meetings shall be held at the office of the Association or at such other location as is determined by the Board of Directors, and, unless another time is fixed in the notice of meeting, at 7:30 P.M.

2.6 Notice of Meetings. Written notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the Officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at the Member's address as it appears on the records of the Association, unless such Member shall have filed a written request with the Secretary of the Association that notices to him be mailed to some other address, in which case it shall be directed to such Member at such other address, with postage thereon prepaid.

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2.7 Adjournments. If any meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with Section 2.6 above to each Member of record on the new record date entitled to vote at such meeting.

2.8 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Articles of Incorporation or these By-Laws, or as otherwise required by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need be specified in any written waiver of notice.

2.9 Quorum. At all meetings of the Members the holders of a majority of the Membership interests in the Association entitled to vote, represented in person or by proxy, shall constitute a quorum. If a quorum is present, the affirmative vote of a majority of the Memberships represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater number of Memberships is required by these By-Laws, the Articles of Incorporation, any declaration submitting property to the jurisdiction of the Association, or the Laws of the State of Florida. In the absence of a quorum, the holders of a majority of the Memberships present in person or by proxy and entitled to vote, or if no Member entitled to vote is present, then any Officer of the Association, may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Memberships entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

2.10 Voting.

A. In General. At any meeting of the Members, each Member shall be entitled to cast one (1) vote for each Membership owned by such Member, on each matter submitted to a vote at the meeting. At each election for Directors, every Member entitled to vote at such election shall have the right to vote the number of Memberships owned by the Member, for each Director to be elected, and there shall be no cumulative voting.

B. Memberships Owned by More Than One (1) Person. In the event any Membership is owned by more than one (1) person (i.e. the underlying Lot, Unit or property relating to such Membership is owned by more than one (1) person) the person entitled to cast the vote for such Membership shall be designated by a certificate signed by all the record owners of the underlying Lot, Unit or property and filed with the Secretary of the Association. The person designated by such Certificate, in the absence of a revocation of same, shall be conclusively deemed to be the person entitled to vote for such Membership at any meeting. In the absence of such certificate, or in the event the person designated in such certificate is absent from any meeting, the vote for such Membership may be cast at any meeting by any Co-Owner of the underlying Lot, Unit or property provided, however, that in the event a dispute arises between any Co-Owners as to how such vote shall be cast, said vote shall not be counted for purposes of any election, but shall be counted for purposes of determining the existence of a quorum.

C. Membership Owned by a Corporation. In the event any Membership is owned by a corporation, the vote for such Membership may be voted by the person entitled to cast the vote as designated by a certificate signed by the president of the corporation and filed with the Secretary of the Association. In the absence of such certificate, such vote may be cast by a person designated pursuant to a certified resolution of the corporation adopted by the board of the corporation and presented at the meeting, and in the absence of such certified resolution the chairman of the board, the president, any vice-president, the secretary or the treasurer shall be presumed to possess, in that order, authority to vote such Membership of the corporation.

2.11 Votes by only a Portion of the Members. In the event any vote to be taken concerns a Common Area which is expressly limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, only the Members entitled to the benefit, use and enjoyment of such Common Area shall be entitled to vote, no vote shall be taken unless a majority of such Members are present, in person or by proxy, and a majority vote of such Members present shall be the act of the Members entitled to vote.

2.12 Proxies. Every Member entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the Member's behalf by a proxy signed by such Member or his attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing such proxy, except in those cases where an irrevocable proxy is permitted by law.

2.13 Organization. At each meeting of the Members the President, the Vice-President or any person chosen by a majority of the Members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as secretary of the meeting.

2.14 Order of Business. The order of business at the annual meetings of the Members shall be:

- A. Determination of chairman of the meeting.
- B. Calling of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of Officers.
- F. Reports of committees.
- G. Election of inspectors of election.
- H. Election of Directors.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

2.15 Rights of Developer. Notwithstanding anything contained herein to the contrary, so long as D.C. PROPERTIES, INC., hereinafter referred to as the "Developer", holds any interest in any Lot, Unit or other property submitted to the jurisdiction of the Association, either as owner or mortgagee, or is a Member of the Association:

A. Said Developer shall have the right to appoint all Directors of the Association.

B. No vote of the Members of the Association, nor any action taken by the Members of the Association, shall be effective without the prior written consent of the Developer.

C. The Developer shall have all the rights granted it by the Articles of Incorporation or by any declaration submitting property to the jurisdiction of the Association.

D. Any right, power or authority granted to or reserved by the Developer in these By-Laws, in the Articles of Incorporation or in any declaration submitting property to the jurisdiction of the Association, either express or implied, may be exercised or enforced by any successor in interest or assignee of the Developer. However, any purchaser of any property from the Developer shall not be deemed a successor in interest or an assignee of the Developer for purposes of this Paragraph D, unless the Developer specifically assigns the right to exercise or enforce such rights, powers or authorities to the purchaser.

2.16 Action by Members Without a Meeting. Any action required to be taken at any annual or special meeting of the Members of the Association, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of Memberships that would be necessary to authorize or take such action at a meeting at which all Memberships entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action and provide such other information as is required by law.

3. Board of Directors.

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors to be determined as follows:

A. Appointment by Developer. Initially the Board of Directors shall consist of three (3) Directors, all of whom shall be appointed, and may be removed or replaced from time to time by the Developer at its sole discretion so long as the Developer owns any interest in any Lot, Unit or other property either as an Owner or mortgagee, or is a Member of the Association, pursuant to Paragraph 2.15 above, or has earlier relinquished the right to appoint such Directors.

B. Election by Members. At any time after the Developer no longer has the right to appoint the Directors or upon the earlier voluntary relinquishment by the Developer of the right to appoint the Directors, a special meeting of the Members may be called to elect new Directors of the Association. In the absence of such a meeting, the Directors appointed by the Developer may continue to serve until the next annual meeting of the Members. In the event such a special meeting is called and held and Directors are elected by the Members, at such special meeting the Members may elect to not hold the next annual meeting of the Members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

3.2 Election of Directors by Members. Election of Directors by Members shall be conducted in the following manner:

A. Except as provided above, the Members shall elect Directors at the annual Members' meetings. Unless prior to the election of Directors the Members vote to alter the number of Directors, there shall be a total of three (3) Directors elected, provided, however, that in no event shall there be less than three (3) Directors and the number of Directors shall always be an odd number.

B. Prior to any annual meeting at which Directors are to be elected by the Members, the existing Board of Directors may nominate a committee, which committee shall nominate one (1) person for each Director to be elected. Other nominations may be made from the floor.

C. The election of Directors by the Members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast for each Director.

3.3 Qualification and Term of Office. All Directors shall be of legal age, but need not be Members of the Association. All Directors elected by the Members shall hold office until the next annual meeting of the Members and until successors are duly elected and qualified, or until a Director's death or resignation, or until any Director shall be removed, as hereinafter provided in these By-Laws, or as otherwise provided by statute or the Articles of Incorporation.

3.4 Place of Meetings. Meetings of the Board of Directors may be held at such place, within or without the State of Florida, as the Board may from time to time determine or as shall be specified in the notice or waiver of notice of such meeting.

3.5 Meetings of the Board of Directors. The Board shall meet for the purpose of organization, the election of Officers and the transaction of other business, as soon as practicable after each annual meeting of the Members, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. Such meetings may be held at any other time or place which shall be specified in a notice given as hereinafter provided.

3.6 Regular Meetings. Regular meetings of the Board shall be held at such time and place as the Board may from time to time determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that date shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board need not be given, except as otherwise required by statute or these By-Laws.

3.7 Special Meetings. Special meetings of the Board may be called by any member of the Board or the President.

3.8 Notice of Meetings. Notice of each special meeting of the Board (and of each regular meeting for which notice shall be required) shall be given by the Secretary, which notice shall state the day, place and hour of the meeting. Notice of each such meeting shall be delivered to each Director either personally or by telephone, telegraph, cable or wireless, at least twenty-four (24) hours before the time at which such meeting is to be held or by first-class mail, postage prepaid, addressed to such Director at his residence, or usual place of business, at least three (3) days before the day on which such meeting is to be held. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of the Board of Directors need be specified in any notice or waiver of notice of such meeting.

3.9 Quorum and Manner of Acting. A majority of the number of Directors determined in the manner provided in these By-Laws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Articles of Incorporation or these By-Laws.

3.10 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

3.11 Presiding Officer. The presiding officer of Directors' meetings shall be the chairman of the Board if such an Officer has been elected; and if none, the President shall preside. In the absence of the presiding Officer, the Directors shall designate one (1) of their Members to preside.

3.12 Order of Business. The order of business at Directors' meetings shall be:

- A. Calling of roll.
- B. Proof of due notice of meeting.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of Officers and committees.
- E. Election of Officers.
- F. Unfinished business.
- G. New business.
- H. Adjournment.

3.13 Resignation. Any Director of the Association may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, then immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.14 Vacancies. Vacancies in the Board of Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no Directors in office, then a special election of the Members shall be called to elect the Directors, unless as provided above the Developer then has the right to appoint all Directors, in which event the Directors shall be appointed by the Developer.

3.15 Removal of Directors. After the Developer no longer has the right to appoint all Directors, as provided above, any Director may be removed with or without cause by the vote of two-thirds (2/3) of the entire Membership of the Association at a special meeting of the Members called expressly for that purpose. The vacancy in the Board caused by any such removal may be filled by the Members at such meeting, or, if the Members shall fail to fill such vacancy, by the Board as in the case of any other vacancy on the Board of Directors.

3.16 Compensation. The Directors shall not be entitled to any compensation unless the Members elect to pay them compensation, and set the amount of such compensation, at any meeting of the Members.

3.17 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these By-Laws, the Articles of Incorporation, any declaration of covenants and restrictions submitting property to the jurisdiction of the Association, or provided by law. In addition, any such powers including, but not limited to, the right to exercise architectural control pursuant to any declaration, may be delegated by the Board of Directors to any person or committee.

3.18 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the Directors of the Association, or any action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

4. Officers.

4.1 Numbers and Qualifications. The Officers of the Association shall include a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be Directors of the Association and may be preemptively removed from office by vote of the Directors at any meeting by concurrence of a majority of all of the Directors. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Board of Directors shall, from time to time, elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each Officer elected shall hold office until the meeting of the Board following the next annual meeting of the Members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these By-Laws.

4.2 Resignations. Any Officer of the corporation may resign at any time by giving written notice of his resignation to the Board, the Chairman of the Board, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

4.3 Vacancies A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these By-Laws for the regular election or appointment of such office.

4.4 The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

4.6 The Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

4.7 The Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's Report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

4.8 Compensation. The Officers of the Association shall not be entitled to compensation unless the Directors specifically vote to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the Members, shall preclude the Board of Directors from employing a Director or an Officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a Director for the management of property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such Director a reasonable fee for such management or provision of services.

5. Indemnification. The Association shall, to the fullest extent permitted by the laws of the State of Florida, indemnify any and all Directors, Officers employees and agents of the Association against any and all manners of expenses, claims and liabilities incurred by them in connection with their duties and services provided, or to be provided, to the Association.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Covenants and Restrictions of THE PINES OF DEER CREEK and the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which may include, but not be limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

A. Current expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

B. Reserve for Deferred Maintenance. Reserves shall include funds for maintenance items which occur less frequently than annually.

C. Reserve for Replacement. Shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

D. Betterments. Betterments shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

E. Transfer of Accounts. The Board of Directors shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 Budget. The Board of Directors shall adopt a budget, according to good accounting practices, for each calendar year which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for accounts and reserves including, but not limited to, the accounts set forth in Paragraph 6.1 of this Article 6. Copies of the budget and proposed assessments shall be transmitted to each Member on or before the date of any assessment for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Member. The failure to deliver a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.3 Assessments for Common Expenses. Assessments against the Members for their share of the common expenses shall be made for the calendar year annually in advance on or before the 15th day of December preceding the year for which the assessments are made. Such assessments, if any, shall be due in one (1) installment on the first day of January, if such assessment is less than or equal to One Hundred Dollars (\$100.00) per Membership, and if in excess of One Hundred Dollars (\$100.00) then it shall be due in four (4) equal quarterly installments, on the first day of January and on the first day of each calendar quarter thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and annual or quarterly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. Any assessment required by such amended budget shall be due within ten (10) days after receipt of an amended assessment, or, in the event the original assessment was payable quarterly, such amended assessment shall be due and payable in equal quarterly installments for the full quarters remaining in the assessment years, along with the original quarterly assessments remaining for such year. The Board of Directors, in its sole discretion, shall have the right to change the payment of assessments to monthly payments at such time and manner as it so provides.

6.4 Assessments for Charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

6.5 Acceleration of Assessment Installments Upon Default. If a Member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate any remaining installments of the assessment upon notice thereof to the Member and thereupon, the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Member, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Assessments for Emergencies. In the event of an emergency requiring the expenditures of funds that cannot be paid from the annual assessments for common expenses, the Board may make additional assessments which shall be due and payable ten (10) days after notice to the Members of a notice of such assessment.

6.7 The Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.8 Audits. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each Member not later than April 1 of the year following the year for which the audit is made upon request by the Member. The audit need not be certified unless expressly provided for by the Board of Directors of the Association.

6.9 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the Directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 The Termination of Membership in the Association by transfer of deed, or otherwise, shall not relieve or release any former Owner or Member from a liability or obligation incurred under or in any way connected with the Membership of such Owner during the period of such ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner and Member arising out of, or in any way connected with, such ownership and Membership and the covenants and obligations incident thereto.

6.11 Limited Common Areas. In the event a Common Area is limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, separate accounts, budgets and assessments shall be made relating to such Common Areas, and only Members who are intended to benefit, use and enjoy such Common Areas shall be assessed for expenses relating to such Common Areas. Otherwise the other provisions of this Article shall apply.

7. Compliance and Default.

7.1 Monetary Violations. In the event any Member of the Association does not pay any sums, charges, or assessments required to be paid to the Association within ten (10) days from the due date, the Association, acting on its own behalf or through its Board of Directors, or other person acting on its behalf, may take any action the Board deems necessary in order to collect such assessments including, but not limited to, retaining the services of a collection agency or attorney to collect such assessments, initiating legal proceedings for the collection of such assessments, recording a Claim of Lien and foreclosing same in the same fashion as mortgage liens are foreclosed or any other appropriate action. The Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any assessments and, if the Association becomes the Owner of any property by reason of such foreclosure, it shall offer said property for sale within a reasonable time and shall deduct from the proceeds of such sale all sums of money due it for assessments, charges, expenses, and attorneys' fees, including such fees on appeal, incurred in connection with the collection of such assessments and in the bringing of the foreclosure suit.

7.2 Non-Monetary Violations. In the event of a violation by an Member (other than the non-payment of an assessment) of any of the provisions of any declaration submitting property to the jurisdiction of the Association, or of the By-Laws or Articles, the Association, by direction of its Board, shall notify the Member of said breach, by written notice. If such violation shall continue for a period of thirty (30) days from the date of delivery or mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of any such declaration, the By-Laws or Articles, and the Association shall then, at its option, have the following elections:

- A. To commence an action in equity to enforce performance on the part of the Member; and/or
- B. To commence an action at law to recover damages; and/or
- C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- D. To perform any act required to correct such violation or breach and to assess the Member for any expenses incurred by the Association in connection with such correction.

In the event any such action is brought, upon a finding by the Court that the Member was in violation of any of the provisions of the above mentioned documents, the violating Member shall be liable to the Association and shall reimburse the Association for all costs and attorneys' fees incurred in bringing such action, including any such costs and fees incurred in any appellate proceedings.

7.3 All rights, remedies and privileges granted to the Association or a Member pursuant to any terms, provisions, covenants or conditions of these By-Laws, the Articles of Incorporation or any declaration submitting any property to the jurisdiction of the Association shall be deemed to be cumulative, and the exercise of any one (1) or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from executing such additional remedies, rights or privileges as may be granted by such documents.

8. Rules and Regulations.

8.1 As to Common Areas and the Subdivision Property. The Board of Directors may, from time to time, adopt, or amend previously adopted, administrative rules and regulations governing the details of the operation, use, maintenance, management and control of all Common Areas or other property under the jurisdiction of the Association. The Board of Directors shall make available to any Member, upon request, a copy of the rules and regulations adopted from time to time by the Board of Directors.

9. Architectural Control and Use Restrictions.

9.1 The Board of Directors of the Association, or any committee or other person delegated such responsibility by the Board of Directors, shall exercise architectural control pursuant to any declaration submitting property to the jurisdiction of the Association.

9.2 Members shall submit plans and specifications for approval of the Association, or request for any waivers of any use restrictions contained in and permitted by any declarations submitting property to the jurisdiction of the Association, to the office of the Association, or to such other offices as the Board of Directors shall determine from time to time and inform the Members by written notice.

9.3 From time to time the Board of Directors may adopt rules and regulations and/or establish written guidelines and criteria to be used in the Association's exercise of architectural control, or in the approval of any deviation from a use restriction permitted by a declaration, and shall make such materials generally available to Members at their request.

10. Rights of Members.

10.1 Member Register. The Secretary of the Association shall maintain a Register in the Association office showing the names and addresses of the Members of the Association. It shall be the obligation of the Members of the Association to advise the Secretary of any change of address, or change of ownership of the underlying property, of such Member. The Association shall not be responsible for reflecting any change of address and/or ownership for purposes of notification or voting, until notified of such changes in writing, and shall have the right to rely upon the last given information relating to any Membership. Any mortgagee of any property of a Member may register by notifying the Association in writing of the mortgage. In the event a notice of default is given any Member under an applicable provision of these By-Laws, the Articles of Incorporation or any declaration submitting property to the jurisdiction of the Association, a copy of the notice of default shall be mailed to any registered mortgagee holding a mortgage on the underlying property of a Member.

10.2 Fixing of Record Date. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof or entitled to notice of any other matter, or in order to make a determination of the Members for any other purpose, the Board may fix, in advance, a record date which shall not be more than thirty (30) days or less than ten (10) days before the date of such meeting, or more than thirty (30) days prior to the giving of any notice, and in the absence of such determination shall be thirty (30) days before such meeting or notice. A determination of Members entitled to notice of, or to vote at a meeting of Members shall apply to any adjournment of the meeting, provided, however, that the Board may fix a new record date for the adjourned meeting. However, at any meeting of the Members the Board shall have the discretion to recognize new Members present at such meeting for quorum and voting purposes.

10.3 Rights of Inspection. Any Member shall have the right to inspect any books or account of the Association, or the Membership Registry of the Association, upon ten (10) days written notice to the Association. Such right shall terminate in the event any Member uses such inspection privilege for an improper purpose including, but not limited to, any purpose not germane to the interest of such Member in the Association, nor germane to proper Association purposes.

11. Amendments. These By-Laws may be amended as provided in the Articles of Incorporation.

12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when in conflict with the Articles of Incorporation or these By-Laws.

13. Miscellaneous.

13.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

13.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

13.3 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws, the Articles of Incorporation or any declaration submitting property to the jurisdiction of the Association, the declaration and the Articles shall prevail in that order.

The foregoing was adopted as the By-Laws of The Pines of Deer Creek Homeowners Association, Inc., a Florida corporation not-for-profit, at the first meeting of the Board of Directors on the 11th day of August, 1978.

By: Daniel A. Crowder
DANIEL A. CROWDER, Secretary

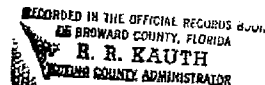
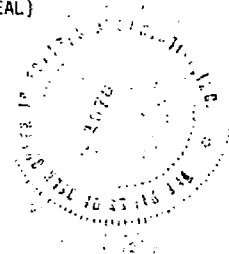
(CORPORATE SEAL)

Approved:

By: Laurence A. Mullins
LAURENCE A. MULLINS, Director

Thomas Tuttle
THOMAS TUTTLE, Director

Daniel A. Crowder
DANIEL A. CROWDER, Director



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EXHIBIT "D"

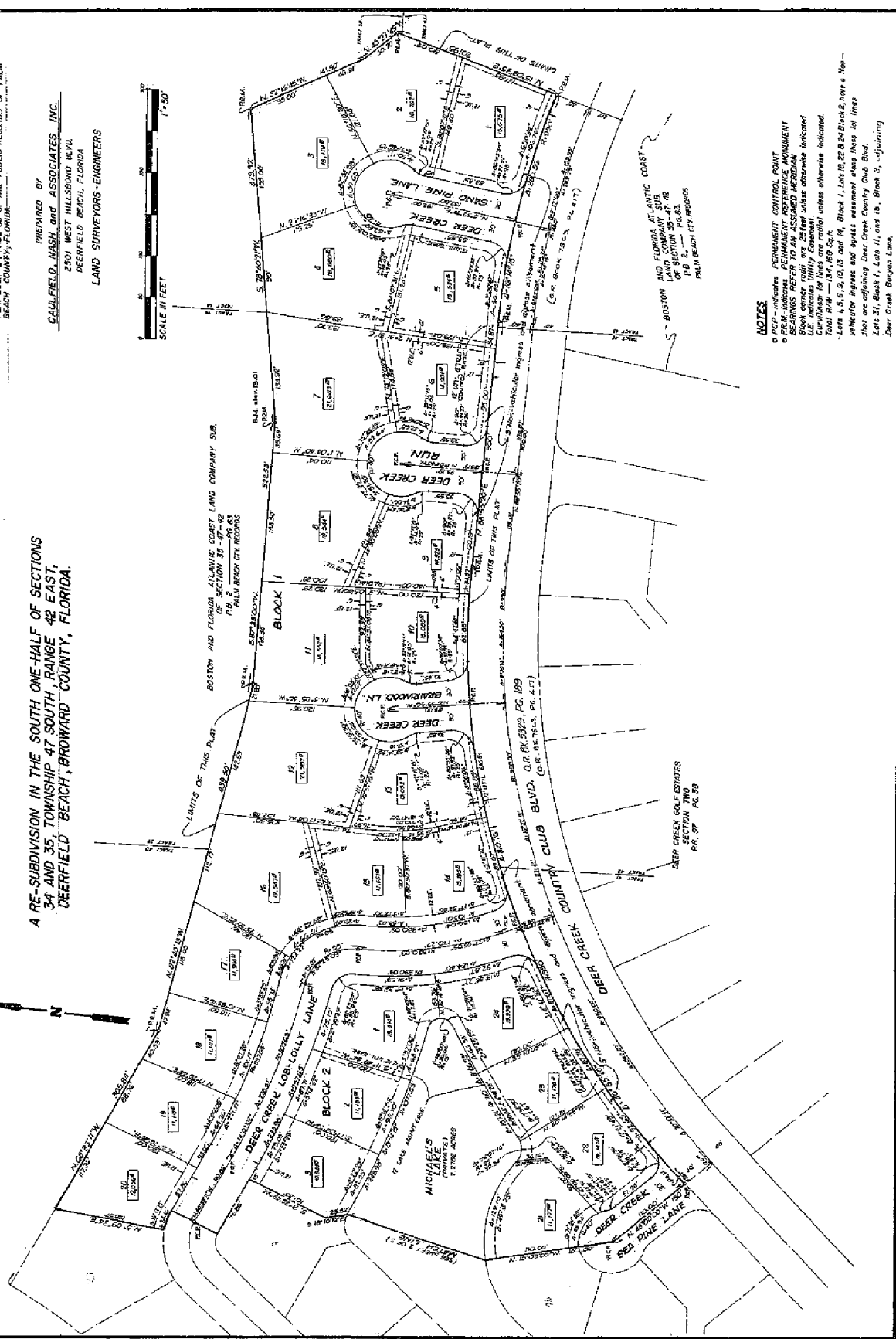
GRAPHIC DEPICTION

THE PINES OF DEER CREEK

A RE-SUBDIVISION IN THE SOUTH ONE-HALF OF SECTIONS
34 AND 35, TOWNSHIP 47 SOUTH, RANGE 42 EAST,
DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.

HAVE A RECORD OF A PORTION OF THE 'BAYVIEW AND FLORIDA
ATLANTIC COAST LAND CO.' SUBDIVISION OF SECTION 34
TOWNSHIP 47 SOUTH, RANGE 42 EAST, AS RECORDED IN
PLAT BOOK 48, PAGE 46, OF THE PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.

PREPARED BY
CAULFIELD, WASH. AND ASSOCIATES, INC.
2501 WEST HILLCROFT BLVD.
DEERFIELD BEACH, FLORIDA
LAND SURVEYORS-ENGINEERS



NOTES
• PCP - indicates PERMANENT CONTROL POINT
• PRM - indicates PERMANENT REFERENCE MONUMENT
• BEARINGS REFER TO AN ASSUMED MERIDIAN
• ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF
• CURVILINEAR LOT LINES ARE INDICATED UNLESS OTHERWISE INDICATED
• CURVILINEAR LOT LINES ARE MEASURED UNLESS OTHERWISE INDICATED
• TOTAL AREA - 134.489 AC.
• LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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WILL CALL
EAS

RECORD & RETURN TO:
Goldberg, Young, Goldberg & Borkson, P.A.
2881 E. Commercial Boulevard
Fort Lauderdale, Florida 33308

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

78-277712

THE PINES OF DEER CREEK

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 11th day of August, 1978, by D.C. PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant currently owns real property, hereinafter referred to as the "SUBDIVISION", located within a residential development commonly known as "Deer Creek", in the City of Deerfield Beach, Broward County, Florida, and particularly described as follows:

THE PINES OF DEER CREEK according to the Plat thereof, as recorded in Plat Book 98 at Page 47, of the Public Records of Broward County, Florida; and

WHEREAS, Declarant desires the SUBDIVISION to be subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities to be established in the SUBDIVISION to delegate and assign to The Pines of Deer Creek Homeowners Association, Inc., a Florida corporation not-for-profit: (i) certain powers and duties of the ownership, operation, administration, maintenance and repair of portions of the SUBDIVISION; (ii) the enforcement of the covenants and restrictions contained herein; (iii) the right to assess the Members of the Association for the Common Expenses and maintenance performed by the Association as provided herein; and (iv) the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, Declarant declares that the SUBDIVISION, and such additions as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth below, all of which are created in the best interests of the SUBDIVISION, and which shall run with the SUBDIVISION and shall be binding upon all Persons having and/or acquiring any right, title or interest in the SUBDIVISION or any portion thereof, and shall inure to the benefit of each and every Person, from time to time, owning or holding an interest in the SUBDIVISION, or any portion thereof.

ARTICLE I

DEFINITIONS

The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1. Articles shall mean and refer to the Articles of Incorporation of the Association, as said Articles are or may be amended from time to time.

2. Assessment shall mean and refer to the amount of money which may be assessed against a Lot Owner and Lot, for the payment of the Lot Owner's share of expenses incurred by the Association as permitted or required by this Declaration, the Articles and the By-Laws of the Association.

3. Association shall mean and refer to The Pines of Deer Creek Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

This Instrument prepared by
LAWRENCE H. GOLDBERG
Goldberg, Young, Goldberg & Borkson, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308

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4. Board shall mean and refer to the Board of Directors of the Association.
5. By-Laws shall mean and refer to the By-Laws of the Association, as said By-Laws are or may be amended from time to time.
6. Common Areas shall mean and refer to any and all real property owned or to be owned by the Association and held for the benefit, use and enjoyment of all or a portion of the Members of the Association. Common Areas may include, but are not limited to, parks, open areas, lakes, pool facilities, recreational areas and other similar properties.
7. Common Expenses shall mean and refer to the expenses of the Association for which a Membership may be assessed which shall include, but not be limited to, the following:
- a. Expenses of administration, management, Operation and maintenance of any Common Areas owned and held by the Association, except that if any Common Area is expressly limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, such expenses shall be borne only by such Members.
 - b. Expenses of maintenance, Operation, repair or replacement of Association property, to the extent such expenses are not satisfied out of any insurance proceeds covering such expenditures.
 - c. Expenses incurred by the Association with regard to maintaining, repairing and improving landscaping, structures and other improvements in any area for which the obligation to maintain, repair and improve has been designated and accepted by the Board from time to time.
 - d. Expenses incurred by the Association in obtaining any personal property purchased by the Association to enable it to carry out its duties.
 - e. Expenses incurred in connection with the Operation and management of the Association.
 - f. Expenses declared to be Common Expenses by the provisions of this Declaration and/or by the Articles of Incorporation or By-Laws of the Association.
 - g. Any expense of prosecuting or defending any lawful charge for or against the Association or any Common Area.
 - h. Any expense of, charge to, or Assessment by the Association as provided for in this Declaration, or in the Articles or By-Laws.
8. Common Surplus shall mean and refer to the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Areas, over the amount of the Common Expenses.
9. Declarant or Developer shall be synonymous and shall both mean and refer to D.C. PROPERTIES, INC., a Florida corporation, the present owner of the SUBDIVISION.
10. Declaration shall mean and refer to this Declaration of Covenants and Restrictions and include the same as it may, from time to time, be amended.
11. Institutional Lender shall mean and refer to the owner and holder of a mortgage encumbering a Lot, which shall be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional-type lender.

12. Lake shall mean and refer to any lake located within the SUBDIVISION.
13. Lakefront Lot shall mean and refer to any Lot, any portion of which is adjacent to a Lake.
14. Lot shall mean and refer to any residential platted lot within the SUBDIVISION whether containing a Unit or not.
15. Lot Owner shall mean and refer to the record holder or holders of the fee title to any Lot, or any portion of a Lot.
16. Member shall mean and refer to the record owner of any Property who is entitled to be a Member in the Association based on ownership of such Property pursuant to the Articles.
17. Membership shall mean and refer to a separate and distinct interest in the Association for voting and assessment purposes, associated with any Property. Where the context requires, the term Membership shall also mean and refer to the Members owning the property associated with the Membership.
18. Operation shall mean and include the administration and management of the Common Areas and all other areas of the SUBDIVISION for which the Association has been designated and accepted responsibility from time to time.
19. Person shall mean and refer to any individual, firm, partnership, syndicate, association, corporation or any other legal entity.
20. Property shall mean and refer to the particular Lot, portion of a Lot, or Unit, which underlies and is associated with any Membership.
21. Subdivision shall mean and refer to all the lands comprising the SUBDIVISION known as The Pines of Deer Creek, according to the Plat thereof as recorded in Plat Book 98, at Page 47, of the Public Records of Broward County, Florida, and shall also include any other lands which are from time to time added to this Declaration by amendment.
22. Unit or Dwelling Unit shall mean and refer to a separate residential living unit located in the SUBDIVISION, which has been issued a Certificate of Occupancy, including, but not limited to, houses, apartments, condominium units, townhouses, duplex apartments, patio and cluster homes. Furthermore, the terms Unit or Dwelling Unit shall include any Lot or interest in real property owned in conjunction with the living unit.
23. Unit Owner shall mean and refer to the record holder or holders of the fee title to a Unit.
24. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE II

COMMON AREAS

The Declarant or any other Owner of any Lot or property within the SUBDIVISION shall have the right to convey the title to such Lot or property to the Association as a Common Area for the benefit of the Association, and for the use and benefit of all or a portion of its Members, the persons residing with them in any Unit, their lessees, guests and invitees. The Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, Operation or improvement of such Common Area until accepted by the Board.

In the event any Common Area is expressly limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, any expenses associated with the maintenance, Operation or improvement of such Common Area shall be assessed to and borne by only such Members equally.

Without limiting the above, title to any Lake contained within the SUBDIVISION shall be conveyed by the Declarant to the Association as a Common Area for the exclusive benefit, use and enjoyment of the Owners of Lakefront Lots, the persons residing with them in any Unit located upon such Lot, their lessees, guests and invitees. The Owners of Lakefront Lots shall have the non-exclusive right to draw water from any Lake contained within the SUBDIVISION adjoining their Lots at any time, either before or after such conveyance by Declarant for irrigation purposes for such Lakefront Lots only. The time of conveyance of any such Lake by the Declarant to the Association shall be within the sole discretion of the Declarant. However, in no event shall any such Lake be conveyed by the Declarant to the Association later than the issuance of a Certificate of Occupancy for the last residential unit constructed on a Lakefront Lot. Inasmuch as the use and benefit of any such Lake is expressly limited to only a portion of the Members of the Association (Owners of Lakefront Lots), any expenses associated with the maintenance, Operation or improvement of any such Lake shall be assessed to and borne by only such Members equally.

ARTICLE III

EASEMENTS

1. Existing Easements and Other Restrictions of Record. Nothing contained in this Declaration shall be deemed to affect any existing easements including, but not limited to, easements for utilities, drainage, ingress and egress, Lake maintenance and access, and easements in favor of any golf course, or any other Declaration of Covenants and Restrictions, or reservations which have been placed of record prior to the recording hereof.

2. Additional Easements. The Declarant reserves the right to modify existing easements or to grant additional easements for public, utility, drainage, and Lake maintenance purposes, over, under, upon and across any Lot or portion of this SUBDIVISION owned by it, or any Common Area, to any public or quasi-public agency or authority or utility or to the Association. This right to modify existing easements and to grant additional easements shall be that of the Declarant and shall not require the consent or joinder of any Lot or Unit Owners or of the Association, so long as the Declarant maintains any interest in any Lot within the SUBDIVISION either as an Owner or as a mortgagee, and thereafter said right shall be vested solely in the Board of the Association.

3. Common Areas. All Common Areas shall be subject to a perpetual non-exclusive easement in favor of the Members of the Association who are intended to benefit by the Common Areas, for their use and for the use of their immediate families, lessees, guests and invitees for all proper and reasonable purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Members, subject to the following:

A. The right of the Association to borrow money for the purpose of improving any Common Area and, in aid thereof, to mortgage such Common Area.

B. The right of the Declarant or of the Association, to dedicate or transfer all or any part or interest in any Common Area to any public agency, utility or authority.

C. The right of the Association to operate, maintain and improve any Common Area.

D. Reasonable rules and regulations of the Association relating to any Common Area.

4. Golf Course. An easement over, under, upon and across all or any portion of the SUBDIVISION is hereby granted and established in favor of any golf course, all or any portion of which is located within Deer Creek, and the employees, contractors, members, guests, invitees, and assigns of any such golf course, to permit the doing of every act necessary and proper to the playing of golf and the maintenance and operation of a golf course. These acts shall include, but are not limited to, the recovery of golf balls from any portion of the SUBDIVISION and from any Lake located within or adjacent to any portion of the SUBDIVISION, the flight of golf balls over and upon any portion of the SUBDIVISION, the use of necessary and usual equipment upon such golf course, the

usual and common noise level created by the playing of the game of golf or the maintenance and operation of a golf course, together with all other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a golf course and a country club. Furthermore, any such golf course shall have the non-exclusive right to connect its sprinkler system to any Lake and draw water therefrom, for irrigation purposes.

ARTICLE IV

ASSOCIATION

In order to provide for the proficient and effective administration of the SUBDIVISION, a non-profit corporation known and designated as The Pines of Deer Creek Homeowners Association, Inc., has been organized under the Laws of the State of Florida.

1. Articles of Incorporation. A copy of the Articles is attached hereto as Exhibit "A". This Declaration shall not prohibit the amendment of the Articles.

2. By-Laws. A copy of the By-Laws is attached hereto as Exhibit "B". This Declaration shall not prohibit the amendment of the By-Laws.

3. Powers of the Association. The Association shall have all the powers indicated or incidental to those contained in its Articles of Incorporation and By-Laws. In addition, the Association shall have the power to enforce this Declaration and shall have all powers granted to it by this Declaration. By this Declaration, the SUBDIVISION is hereby submitted to the jurisdiction of the Association.

4. Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to maintain or repair portions of the SUBDIVISION, the Association shall not be liable to any Person for injury or damage, other than the cost of maintenance and repair, caused by a latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Persons.

5. 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 Lot.

6. Approval or Disapproval of Matters. Whenever the decision of the Members are required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Articles and the By-Laws of the Association.

7. Membership and Members. Pursuant to Article IV of the Articles, there shall be one (1) Membership for each Lot, and each Lot Owner shall be a Member of the Association, along with other Memberships and Members of the Association. Said Article IV is incorporated herein by reference and shall apply in its entirety including, but not limited to, Memberships and Members relating to Units; changes in Membership and Members due to the transfer of fee title to any Property; the vacation or replatting of all or a portion of the SUBDIVISION; the division and combination of Lots; and Lots not used for residential purposes. It shall be the duty of every Member to inform the Association of any change in ownership or other event which would change the Members and/or Membership relating to any Lot in the SUBDIVISION. The total number of Memberships of the Association may be increased due to the addition of additional lands to this Declaration, or due to the operation of another Declaration of Covenants and Restrictions or similar documentation, submitting land to the jurisdiction of the Association and accepted by the Association pursuant to its Articles.

8. Voting. The Members of the Association will have voting rights as provided in the Articles, subject to all rights of the Declarant (the Developer in the Articles) contained in Article XV of the Articles including, but not limited to, the right to appoint all Directors of the Association, to amend the Articles and the By-Laws, and to approve any action of the Members.

ARTICLE V
ASSESSMENTS

The process of making and collecting Assessments for Common Expenses shall be pursuant to the Articles and By-Laws and subject to the following provisions:

1. Share of the Common Expenses and Common Surplus. Each Membership shall be liable for assessment for a proportionate share of the Common Expenses of the Association. Such share, for each Membership in the Association, shall be determined by multiplying the total Common Expenses for which assessments are being made by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Memberships in the Association. In the event only a portion of the Memberships are to be assessed for any Common Expense (such as where the Common Expense relates to the Lake or any other Common Area limited to the use of only a portion of the Members) the share for each Membership being assessed shall be likewise determined, except the denominator of the aforementioned fraction will be only the total number of Memberships being assessed. Each Membership shall share in any Common Surplus, in the same proportion that such Membership was liable for the share of the Common Expenses which generated the Surplus.
2. Non-Waiver. The liability for Assessments may not be avoided by waiver of the use and enjoyment of any Common Area or by the abandoning of the Property for which the Assessment is made.
3. Interest, Costs, and Application of Payments. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the due dates shall bear interest at the rate of ten percent (10%) per year from the date when due until paid. In addition to interest, a Membership shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessment of such Membership, and the enforcement and/or foreclosure of any lien for same, including reasonable attorney's fees through any appellate proceedings, and all sums paid by the Association for taxes and on account of any mortgage, lien and encumbrance in order to preserve and protect the Association's lien. All payments by a Membership shall first be applied to payments and expenses incurred by the Association, then to interest, then to any unpaid Assessments of such Membership.
4. Liability and Lien for Assessments. The Member(s) of the Association who own the Property underlying a Membership shall be personally (and if more than one (1), jointly and severally) liable for all Assessments, interest, costs and expenses owed to the Association by such Membership. The Association shall have a lien on all underlying Property of any Membership for any unpaid Assessments, interest, costs and expenses owed to the Association by such Membership. The lien shall include all real property, improvements and tangible personal property associated with, or located in or upon, the Property. The lien of the Association shall be effective only from and after the recording of a Claim of Lien in the Public Records of Broward County, Florida, and any such recorded Claim of Lien shall also secure future unpaid Assessments, interest or other expenses and costs owed to the Association and attributable to the Property indicated in the Claim of Lien. In the event a Claim of Lien is filed, upon payment in full of all monies due the Association, the Membership is entitled to a Satisfaction of the Lien.
5. Transfer of Property After Assessment. The Lien for Assessment shall not be affected by the sale or transfer of any Property, and any new Member shall be liable for all Assessments, interest and other expenses attributable to any Property purchased by or transferred to such new Member. However, any Member upon demand, shall be entitled to receive from the Association a statement as to any then unpaid Assessments, interest, or other expenses owed to the Association and attributable to any Property of such Member, and any purchaser or transferee of such Property shall have the right to rely on such statement.
6. Subordination of the Lien to Mortgages. Any lien of the Association shall be subordinate and inferior to the lien of any mortgage of an Institutional

Lender recorded prior to the recording of a Claim of Lien by the Association. The sale or transfer of any Property which is subject to such a mortgage of an Institutional Lender, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the Association as to any Assessment, interest or expenses which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the Institutional Lender, nor any purchaser at a foreclosure sale, nor their grantees or successors shall be responsible for said payments, but they shall be liable for any Assessments due after such sale or transfer.

7. Collection and Foreclosure. The Board may take such actions as they deem necessary to collect any Assessment or other sum due to the Association by personal action, or by enforcing and foreclosing said lien (in a manner similar to a mortgage foreclosure either at common law or by statute), and may settle and compromise same, if in the best interests of the Association.

8. Division of Membership. In the event any Lot is divided into portions pursuant to Article IV 3 C(1) of the Articles, and if pursuant to said Articles the vote for such Membership has been divided between the Owners of the respective portions of the divided Lot, then and in that event the Assessment for such Membership shall be also divided between the Owners of the portions of the Lot in the same proportion as the vote for such Membership was divided. The Owner(s) of each portion shall be liable for only their share of the Assessment for such Membership, and any interest, costs or expenses associated with their share of such Assessment, and any lien for same shall only attach to the portion of the Lot for which there are unpaid Assessments, interests, costs or expenses. In the event any Lot is divided into portions and said Article IV is not complied with, in that the vote for the Membership of such Lot has not been divided, then and in that event the Owners of all portions of the Lot shall be jointly and severally liable for the entire Assessment for the Membership attributable to such Lot, as if they were Co-Owners, and any interest, costs or expenses associated therewith, and any lien for any unpaid assessments, interest, costs or expenses attributable to such Membership shall attach and apply to the entire Lot.

ARTICLE VI

ARCHITECTURAL CONTROL

1. Purpose. Architectural control, will be exercised as hereinafter provided, for the purpose of insuring the development of the SUBDIVISION as a residential community of high standards and aesthetic beauty, over all buildings, fences, walls, tennis courts, swimming pools, patio areas, driveways, landscaping, and any other structures and improvements to be placed or constructed upon any Lot or other portion of the SUBDIVISION.

2. Party Exercising Architectural Control. The Declarant shall have the right to exercise such architectural control so long as it owns any interest in any Lot of the SUBDIVISION, either as a Lot Owner or as a mortgagee, or is a Member of the Association. Thereafter, the Board shall exercise such architectural control, provided, however, that at any time the Declarant shall have the right to relinquish architectural control of the SUBDIVISION to the Board, by written notice. So long as the Declarant has the right to exercise architectural control, and has not voluntarily relinquished such control to the Board, the Board shall not have the right to exercise architectural control and said right shall be exclusively vested in the Declarant.

3. Lot Owner to Obtain Approval. Each Lot Owner, by holding or accepting title to any Lot, covenants and agrees that no building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original condition and color of same, shall be placed, constructed or made upon any Lot or portion of the SUBDIVISION unless and until plans and specifications therefor have been submitted to the party then exercising architectural control and the approval of same has been obtained as provided below. Said plans and specifications to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. In the event the party exercising architectural control deems such plans and specifications insufficient, said party may require the plans and specifications to be further detailed.

4. Approval of Plans and Specifications. The party exercising architectural control shall have the right to approve or disapprove the plans and specifications on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of such party exercising architectural control, shall be sufficient. In the event the party exercising architectural control fails to approve or disapprove such plans or specifications, or requires that said plans or specifications be revised, within thirty (30) days after same have been submitted for approval, the plans and specifications shall be deemed approved and this provision shall be deemed to have been complied with. In the event approval of the party exercising architectural control is given, or in the event no disapproval is given as required and accordingly approval is presumed, the Lot Owner may proceed to make any such improvements or repairs in strict conformance with the plans and specifications submitted.

5. Remedy for Violation. In the event this Paragraph is violated in that any construction, improvement, change, or alteration is made without first obtaining the approval of the party exercising architectural control, or is made prior to the time approval is presumed as set forth herein, the party exercising architectural control shall specifically have the right to injunctive relief, which shall include, but not be limited to, requiring the Lot Owner to stop, remove and/or alter any such construction, improvement, change, or alteration in a manner which is satisfactory to the party exercising architectural control, or the party exercising architectural control may pursue any other remedy.

6. Standards. It is the intention of this Article that the party exercising architectural control shall have the right to control all architectural aspects of any improvements constructed on any Lot including, but not limited to, height, site planning, set-back requirements, open space, exterior design, landscaping, and aesthetic criteria, which criteria shall be applied equitably and without discrimination as to all Lots, to the end that the entire SUBDIVISION may be developed as a planned high-quality residential community with each Lot thereof complementing the others and forming a homogeneous whole. From time to time the party exercising architectural control shall have the right to establish written guidelines and/or criteria to be used in such party's exercise of architectural control, including, but not limited to, minimum requirements for landscaping and construction.

7. No Liability. Notwithstanding anything contained herein to the contrary, the party having the authority herein to exercise architectural control shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any Person or Lot Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards of the party exercising architectural control, or are in fact architecturally or aesthetically appropriate, and the party exercising architectural control shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications.

ARTICLE VII

MAINTENANCE

Responsibility for the maintenance of the SUBDIVISION shall be as follows:

1. By a Lot Owner. Every Lot Owner of a Lot not containing a Unit shall maintain said Owner's Lot(s) in any manner which does not unreasonably detract from, and is not an unreasonable annoyance and nuisance to, Unit Owners in the SUBDIVISION.

2. By a Unit Owner. Every Unit Owner shall keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and in compliance at all times with all use restrictions set forth in Article IX below.

3. By the Association.

A. Common Areas. The Association shall maintain, as a Common Expense of the Association, all Common Areas or other areas for which the duty to maintain has been delegated to and accepted by the Association, and all buildings, facilities and landscaped areas associated therewith.

B. Lots or Units. In the event any Lot Owner or Unit Owner fails to maintain his Lot and/or Unit in accordance with this Article VII, and in accordance with Article IX below, and shall continue to fail to do so for a period of ten (10) days after a written request by the Association to so maintain his Lot and/or Unit, or otherwise comply with any provision of Article IX, the Association shall have the right, but not the duty, to enter upon such Lot and/or Unit and perform any maintenance or act which should have been performed by the Lot Owner or Unit Owner, and any expense incurred by the Association in connection with such performance shall be assessed against the Lot Owner or Unit Owner. The Association shall have a lien for any such Assessment, as well as any interest or expenses associated therewith, and may take such action to collect such Assessment or foreclose said lien, all as in the case of any other Assessment pursuant to Article V of this Declaration.

4. Limitations. No Owner shall maintain any property for which the Association has the responsibility and duty for maintenance without the prior written consent of the Association.

ARTICLE VIII

TAXES AND INSURANCE

The Association shall be responsible for real and personal property taxes assessed against any Common Areas and personal property owned by and/or the responsibility of the Association. Furthermore, the Association shall have the right to obtain such insurance as is deemed necessary by the Board from time to time to afford protection against loss. Sums expended for taxes and insurance shall be considered Common Expenses of the Association.

ARTICLE IX

USE RESTRICTIONS

1. One House Per Lot. Only one (1) single family residential house shall be permitted on any Lot, which shall be used only for residential purposes.

2. Residential Use Only. No commercial activity, trade or business shall be maintained upon any Lot or within any Unit.

3. Set-back and Height. All applicable governmental building codes and ordinances shall be complied with as regards set-back and height requirements.

4. Minimum Square Footage. All Units shall contain a minimum of two thousand (2,000) square feet, under roof and permanently enclosed, exclusive of any garage area, porch or patio, whether screened in or not.

5. Roofs. The roof of any Unit shall be pitched, and shall be built of cedar shake shingle, tile, slate or concrete construction, or other composition approved by the party exercising architectural control.

6. Garages. All Units shall have an attached and enclosed two (2) or more car garage. The garage shall be used primarily for the storage of automobiles and not primarily as a workshop or for other use. Garage doors shall be kept functional and closed when the garage is not in use, so as to preserve the beauty of the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage, and without the prior written approval of the party exercising architectural control.

7. Architectural Control Provisions to be Complied With. No building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original condition and color of same, shall be placed, constructed or made upon any Lot unless and until the provisions of Article VI dealing with architectural control have been complied with.

8. No Other Structures on Lots. No out-buildings, portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the party exercising architectural control.

9. Swimming Pools. All swimming pools shall be enclosed by a screened-in patio, fence, decorative wall, or other enclosure, which shall first be approved by the party exercising architectural control.

10. Clothes Lines. No clothesline or clothes pole shall be erected, maintained or permitted upon any portion of the SUBDIVISION, and outside drying of clothes shall be prohibited.

11. Trash Facilities. No garbage, trash, refuse, or rubbish shall be deposited, dumped or kept on any portion of, or Lot within, the SUBDIVISION except in closed containers, dumpsters, or other sanitary garbage collection facilities. All containers, dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to be detrimental to the SUBDIVISION.

12. Signs. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed, or affixed to the exterior of a Unit or upon any Lot, nor shall any mailbox be placed upon any Lot, without the prior written approval of the party exercising architectural control. The Declarant and the Association shall not be limited by this sign restriction and may place signs upon any portion of the SUBDIVISION (including Common Areas) at their sole discretion.

13. Vehicles Other Than Automobile. No truck, boat, trailer, camper or van of any kind shall park or be parked at any time upon any portion or Lot of the SUBDIVISION, unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries to or from, or while used in connection with providing services to, any Unit or Lot.

14. Antennas. No exterior antenna or aerial shall be erected or maintained on any Unit or Lot without the prior written consent of the party exercising architectural control.

15. Animals and Pets. No animals, livestock or poultry of any kind shall be permitted in any Unit or upon any portion of the SUBDIVISION, including any Common Area. However, this provision shall not apply with respect to common household pets owned by any Unit Owner, except that no more than one (1) dog or cat shall be permitted without the prior written approval of the Board. Any such household pet (a) must not be kept or maintained for commercial purposes; (b) must not be an unreasonable nuisance or annoyance to other Unit Owners; and (c) shall be kept subject to any rules and regulations which may, from time to time, be promulgated by the Board.

16. Landscaping. All Lot(s), or any portion of a Lot, containing a Unit shall be sodded and tastefully landscaped in a manner which does not detract from the first class residential character of the SUBDIVISION, and in accordance with any criteria established from time to time by the party exercising architectural control. No excessive weeds or unsightly undergrowth or brush shall be permitted. Sprinkler systems shall be installed, maintained and used to keep all landscaped areas from drying out.

17. Nuisances. No nuisances shall be allowed upon any SUBDIVISION property, nor any use or practice which is the source of annoyance to, or interferes with the peaceful possession and proper use of, the residents of the SUBDIVISION.

18. Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of any Unit, Lot, or other portion of the SUBDIVISION; and all laws, zoning ordinances and regulations of all controlling governmental agencies and bodies shall be observed.

19. Maintenance. The exterior of all Units including, but not limited to, roofs, walls, windows, patio areas, screening, and awnings, shall be maintained by the Unit Owner in good condition and repair and in a neat and attractive manner, and all painted areas shall be regularly and neatly painted. No excessive rust deposits on the exterior of any Unit, peeling of paint or discoloration of same shall be permitted.

20. Boats. No motor boats or gasoline motors shall be permitted or used in any Lake, but small sailboats, canoes, rowboats, rafts, or similar unpowered vessels are permitted subject to rules and regulations established from time to time by the Board.

21. Further Subdivision of Lots. No Lot shall be further subdivided, nor any portion of a Lot less than the whole thereof be sold or transferred to any person, unless the entire Lot shall be utilized to enlarge the adjacent Lots, or unless the same shall be approved by the party exercising architectural control.

22. Rules and Regulations. Reasonable rules and regulations concerning the use of any Common Areas may be made and amended from time to time by the Association in the manner provided in its Articles and By-Laws. Copies of such rules and regulations, and amendments thereto, shall be furnished by the Association to all Lot Owners and Unit Owners of the SUBDIVISION upon request.

23. Air Conditioning. All Units shall be air conditioned with a central air conditioning system, and no window, wall, or portable air conditioning units will be permitted, without the prior written approval of the party exercising architectural control.

24. No Waiver. In the event the Declarant, the Association, or any other Person having authority to do so grants any Lot Owner or Unit Owner permission to deviate from these restrictions, or grants any approval as provided herein, or fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit the Declarant, the Association, the Board, or any other Person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other Unit Owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

25. Construction and Sale of Units. Notwithstanding anything contained herein to the contrary, no restrictions contained in this Article IX shall be deemed, nor applied, to prohibit or restrict the customary and usual activities associated with the construction of any subdivision improvements, or units, or the sale of units to the public, by the Declarant, or any developer or builder, or any of their respective agents, in the ordinary course of their business.

ARTICLE X

DEDICATIONS

The Declarant reserves the right to dedicate, grant or convey any portion of the SUBDIVISION owned by it, or any easement therein, to any governmental or quasi-governmental agency or private or public utility company, subject to acceptance of same, free of this Declaration, and shall also have the right to direct the Association to likewise dedicate, grant or convey any Common Area, free of this Declaration, whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. This right of the Declarant shall terminate when the Declarant no longer owns any interest in any Lot, either as an Owner or mortgagee, and thereafter the right shall be solely vested within the Association.

ARTICLE XI

TERM OF DECLARATION

All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Lot and Unit Owners, their successors, heirs or assigns, regardless of how said Owners acquired title, for a period of fifty (50) years from the date of this Declaration, at which time these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect. Provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of any such extension period, or the initial fifty (50) year period, the Owners of a majority of Lots in the SUBDIVISION and all Institutional Lenders having a mortgage on any Lot, by written instrument to be recorded, declare a termination of this Declaration (as it may have been amended from time to time) and said termination shall be effective on the date said instrument is recorded in the Public Records of Broward County, Florida.

ARTICLE XII

AMENDMENT

This Declaration may be amended from time to time, by the Declarant and without the consent of the Association, its members, or any Lot or Unit Owner, so long as the Declarant owns any interest in any Lot within the SUBDIVISION, either as Owner or mortgagee. In addition, this Declaration may be amended (1) upon the approval of not less than seventy-five percent (75%) of the entire membership of the Association and not less than seventy-five percent (75%) of the entire Membership of the Board, or (2) upon the approval of not less than eighty percent (80%) of the entire membership of the Association, provided, however, that any such amendment, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any interest in any Lot within the SUBDIVISION, either as an Owner or mortgagee. In order to be effective, any amendment to this Declaration must first be recorded amongst the Public Records of Broward County, Florida.

ARTICLE XIII

CONFLICT WITH ARTICLES OR BY-LAWS

In the event of any conflict between the Articles or the By-Laws, and this Declaration, this Declaration shall apply, unless otherwise specifically provided for.

ARTICLE XIV

IMPROVEMENT ASSOCIATION

1. Declarant acknowledges and affirms that the SUBDIVISION is also subject to a "Declaration of Covenants and Restrictions of Deer Creek" made by Declarant, which Declaration submits certain lands, including the SUBDIVISION, to the jurisdiction of the Deer Creek Improvement Association, Inc., a Florida corporation not-for-profit.

2. Nothing contained herein shall be deemed to restrict or limit any provision contained within the Declaration of Covenants and Restrictions of Deer Creek, nor to restrict any authority that Deer Creek Improvement Association, Inc., or Declarant, may have over the SUBDIVISION as provided in its Articles of Incorporation or as provided pursuant to the Declaration of Covenants and Restrictions of Deer Creek.

3. In the event the Association is dissolved, Deer Creek Improvement Association, Inc. shall have the power and authority to enforce this Declaration, in place and in stead of the Association.

4. The Association, by vote of the majority of its Board and its Members, may assign to Deer Creek Improvement Association, Inc., the authority to enforce any provision of this Declaration, or may grant to Deer Creek Improvement Association, Inc., any power granted to the Association pursuant to any provision of this Declaration. However, no such delegation of power or authority to Deer Creek Improvement Association, Inc., shall be effective until same is approved by the Board of Deer Creek Improvement Association, Inc.

5. Upon approval of the majority of the Board of both the Association and Deer Creek Improvement Association, Inc., either may be given the responsibility for the collection of any Assessment of the other.

6. Notwithstanding anything contained herein to the contrary, in the event the Declaration of Covenants and Restrictions of Deer Creek is, for any reason and at any time, not enforced by Deer Creek Improvement Association, Inc., but instead is enforced by another corporation or association, then and in that event such substitute corporation or association shall be vested with any power, authority or rights over the SUBDIVISION granted to Deer Creek Improvement Association, Inc., by this Declaration, by the Declaration of Covenants and Restrictions of Deer Creek, or otherwise granted by the Declarant or the Board during the period within which Deer Creek Improvement Association, Inc., was enforcing the Declaration of Covenants and Restrictions of Deer Creek.

ARTICLE XV

ENFORCEMENT

This Declaration may be enforced by any procedure at law or in equity against any Person, Lot Owner or Unit Owner violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person, Lot Owner or Unit Owner against whom enforcement is sought, provided such proceeding results in a finding that such Person, Lot Owner or Unit Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees, including such fees incurred in any appellate proceedings. Any failure by the Declarant or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVI

DELEGATION OF AUTHORITY OF BOARD

Nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one (1) of its Members, or to any Officer, or to any committee or any other Person, any power or right granted to the Board by this Declaration including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

ARTICLE XVII

RIGHTS OF SUCCESSORS IN INTEREST AND ASSIGNEES OF DECLARANT

Any right, power or authority granted to or reserved by the Declarant pursuant to this Declaration, either express or implied, may be exercised or enforced by any successor in interest or assignee of the Declarant. However, any purchaser of any Property from the Declarant shall not be deemed a successor in interest or an assignee of the Declarant for purposes of this Paragraph, unless the Declarant specifically assigns its rights hereunder to such purchaser.

ARTICLE XVIII

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 shall not affect the validity of the remaining portions which shall remain in full force and effect.

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, D.C. PROPERTIES, INC., a Florida corporation, being the Declarant herein, has hereunto set its hand and seal, this 11th day of August, 1978.

WITNESSES:

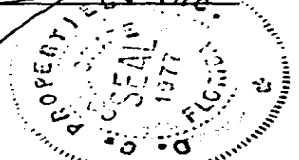
D.C. PROPERTIES, INC.,
a Florida corporation

By:

DENNIS MURPHY

President Inc.

REC 78:56
FILE 627



STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

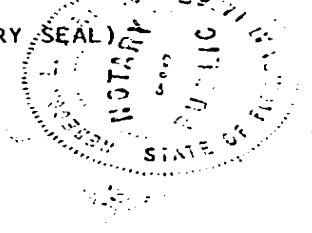
The foregoing Declaration of Covenants and Restrictions of The Pines of Deer Creek was acknowledged before me this 11TH day of August, 1978, by DENNIS MURPHY, as President, of D.C. PROPERTIES, INC., a Florida corporation, on behalf of said corporation.

William S. Duggan
NOTARY PUBLIC, State of Florida At Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 19, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

(NOTARY SEAL)



THIS INSTRUMENT PREPARED BY:

Lawrence H. Goldberg, Esquire
GOLDBERG, YOUNG, GOLDBERG & BORKSON, P.A.
2881 East Commercial Boulevard
Post Office Box 23800
Fort Lauderdale, Florida 33307
Telephone: (305) 771-8550

EXHIBIT "A"

TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE PINES OF DEER CREEK

ARTICLES OF INCORPORATION

THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.

1011 7836
REC PAGE 629

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the attached is a true and correct copy
of the Articles of Incorporation of
THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.,
filed on August 15, 1978.

The Charter Number for this corporation is 743921.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
15th day of August, 1978.

James M. [Signature]
SECRETARY OF STATE

011 78:6
REC 78:6
630

ARTICLES OF INCORPORATION
OF
THE PINES OF DEER CREEK
HOMEOWNERS ASSOCIATION, INC.
a Florida corporation not-for-profit

ARTICLE I

NAME

The name of this corporation is "THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.", a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION".

ARTICLE II

PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not for profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the "Declaration of Covenants and Restrictions of The Pines of Deer Creek" (hereinafter referred to as the "DECLARATION"), as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to, the ASSOCIATION, and accepted by the Board of Directors of the ASSOCIATION.
4. To promote the health, safety and welfare of the Members of the ASSOCIATION.

ARTICLE III

POWERS

The ASSOCIATION shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the Laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION or any similar document, either express or implied including, but not limited to, the following:
 - A. To own, purchase, mortgage, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - B. To make and collect Assessments against Members of the ASSOCIATION to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION.
 - C. To make, establish and enforce reasonable rules and regulations governing the use of Common Areas, parks, recreational areas, Lots, residential dwellings, and other property under the jurisdiction of the Association.
 - D. To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and lake maintenance purposes.

E. To borrow money for the purposes of carrying out the powers and duties of the ASSOCIATION.

F. To exercise architectural control over the construction, improvement and/or repair of any building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, or other structure or improvement, or any change or alteration thereto, placed, constructed or made upon any property over which the ASSOCIATION has jurisdiction.

G. To obtain insurance to protect the ASSOCIATION against loss, and to pay taxes assessed against any property owned by and/or the responsibility of the ASSOCIATION.

H. To employ personnel necessary to perform the obligations, services and duties required of or performed by the ASSOCIATION and for the proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

ARTICLE IV

MEMBERS

1. With respect to platted Lots within The Pines of Deer Creek. Pursuant to the DECLARATION, the record owners of platted Lots in The Pines of Deer Creek (hereinafter referred to as the "SUBDIVISION"), shall be Members of the ASSOCIATION. Membership shall be established for each platted Lot in the SUBDIVISION upon the filing of these Articles of Incorporation and the recording of the Plat of the SUBDIVISION and the Declaration amongst the Public Records of Broward County, Florida. There shall be one (1) Membership for each platted Lot in the SUBDIVISION.

2. With respect to property other than platted Lots in the SUBDIVISION. In the event any property outside of the SUBDIVISION is submitted to the jurisdiction of the ASSOCIATION by an amendment to the DECLARATION or by another declaration which is recorded amongst the Public Records of Broward County, Florida, and accepted by the Board of Directors of the ASSOCIATION, or in the event any unit, as hereinafter defined, is constructed upon any portion of the SUBDIVISION other than a platted Lot, the following shall apply with respect to Memberships relating to such property:

A. Property Platted into Lots. If or when all or a portion of any such property outside of the SUBDIVISION is platted into Lots by virtue of a plat recorded amongst the Public Records of Broward County, Florida, the owner of each platted Lot shall be a Member in the Association. Membership shall be established for each platted Lot upon the recording of the Plat, and there shall be one (1) Membership for each platted Lot.

B. Property Not Platted into Lots. If all or a portion of any such property outside of the SUBDIVISION is not platted into Lots, or if a unit is constructed upon any portion of the SUBDIVISION other than a platted Lot, then the record owner of each unit existing from time to time upon such property shall be a Member in the Association. Membership shall be established for each such unit upon the issuance of a Certificate of Occupancy for such unit by the controlling governmental authority, and there shall be one (1) Membership for each such unit existing from time to time. For purposes of this Article IV, a unit is defined as any residential dwelling to be occupied by one (1) person or family including, but not limited to, a single family house, townhouse, patio home, apartment, villa, cluster home, condominium unit, or any separate residential dwelling contained in a duplex, fourplex, or other multi-family building.

3. Changes in Membership.

A. Upon the transfer of fee title to any platted Lot, unit or other property for which a Membership exists, whether by conveyance, devise, judicial decree or otherwise, and upon the recordation amongst the Public Records of Broward County, Florida, of the deed or other instrument of conveyance evidencing a transfer of ownership, the new owner(s) designated in such deed or other instrument of conveyance shall become a Member or Members of the ASSOCIATION, and the Membership of the prior owner(s) as to the Lot or unit designated shall be terminated. The Association shall not be responsible for reflecting any such change in Membership until notified of same.

B. Resubdivision or Vacation of Plats. In the event all or any portion of the Plat of the SUBDIVISION, or of any other platted property subject to the jurisdiction of the ASSOCIATION, is vacated or replatted, Memberships of the former Lot owners shall be terminated. New Memberships shall be established for any new platted Lots or units then or thereafter existing upon the affected property, pursuant to Paragraph 2 of this Article IV.

C. Division and Combination of platted Lots.

(1) Portions not exceeding ten feet in width. In the event any portion of a platted Lot not greater than ten (10) feet in width at any point along an originally platted Lot line is conveyed or transferred to the Lot Owner(s) of the adjacent platted Lot adjoining such originally platted Lot line, in order to enlarge such adjacent platted Lot, the Membership and voting rights for the original platted Lot as decreased by the conveyance of the portion, and the adjacent platted Lot, as increased by the conveyance of the portion, shall not be affected by the conveyance.

(2) Except as provided in Subparagraph (1) above, in the event a portion of a platted Lot less than the whole thereof is separately transferred or conveyed, or in the event any platted Lot is divided into portions, the Owner(s) of each portion of such platted Lot shall, in the deed or other instrument of conveyance of such portion, or by a written and recorded agreement, divide amongst themselves the Membership and voting rights for the platted Lot. Thereafter, the Owners of each portion of the platted Lot shall be Members of the ASSOCIATION, but shall only be entitled to vote that proportion of the vote for the Membership of the divided platted Lot as is set forth in the deed, instrument of conveyance, or agreement, which proportions shall be expressed as a percentage or fraction of the original vote for such platted Lot, and shall total one (1) or one hundred percent (100%). In the absence of such a division in a deed, instrument of conveyance or agreement, the vote attributable to the original platted Lot may not be divided and must be cast, if at all, as if the Owners of each portion of the platted Lot were Co-Owners of the entire platted Lot, as provided in these Articles or the By-Laws. The responsibilities related to such platted Lot shall also be divided in the same proportion as the division of the vote for such platted Lot.

(3) In the event the number of units in any separate parcel of property exceeds the number of Memberships for such parcel as determined on a Lot basis, then Memberships for that parcel shall be redetermined on a unit basis, instead of a Lot basis, pursuant to Paragraph 2 B of this Article IV.

D. Lot not used for Residential Purposes. In the event any platted Lot is conveyed to the ASSOCIATION as a Common Area, or is conveyed to any governmental or quasi-governmental agency or body to be used for a purpose other than the location of a unit, upon such conveyance the Membership with respect to such Lot shall be terminated.

4. Membership appurtenant to Lot or unit. No Membership in the Association, and no interest or right of any Member in the funds or assets of the Association, may be assigned, transferred, encumbered or otherwise disposed of or hypothecated except as an appurtenance to the underlying Lot(s) or unit(s) of the Member.

ARTICLE V

VOTING

1. In General. Each Membership shall be entitled to one (1) vote in the ASSOCIATION. Except in the case of a division of a Lot pursuant to Article IV 3 C(2) above, the vote for any Membership may not be divided and must be cast as one (1) entire vote. In the event underlying property of any Membership is owned by more than one (1) person, or is owned by a corporation, the vote for such Membership shall be cast pursuant to the By-Laws. Any Member may represent himself, or may authorize by proxy the ASSOCIATION, or any other person, to act in his behalf, at any meeting or other activity in which a Member of the ASSOCIATION is entitled to vote. Except as where otherwise required under the provisions of these Articles of Incorporation, the By-Laws, the DECLARATION or any similar document, or by law, the affirmative vote of a majority of the Members, at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

2. Matters concerning limited Common Areas. In the event, pursuant to the DECLARATION or any similar declaration of covenants and restrictions, or otherwise, a Common Area is expressly designated for the exclusive use of only a portion of the Members of the ASSOCIATION, then any action voted upon with respect to such Common Areas shall be approved only by the majority of the Members entitled to use such Common Areas.

3. Approval by Developer. Notwithstanding anything contained herein to the contrary, no vote or other action taken by the Members shall be effective without the prior written consent of the Developer, so long as same is required pursuant to Article XV herein.

ARTICLE VI

BOARD OF DIRECTORS

1. Number. The affairs of the ASSOCIATION will be managed by a Board of Directors, the number of which shall be determined by, or pursuant to, the By-Laws of the ASSOCIATION and in any event shall always be an odd number. In the absence of a determination of the number of Directors, the Board of Directors shall consist of three (3) Directors.

2. Election by Members. All Directors elected by the Members shall be elected at the annual meeting of the Members of the ASSOCIATION in the manner provided by the By-Laws by a majority of the Members. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

3. The names and addresses of the members of the first Board of Directors who shall hold office until their successors have been elected or appointed at the first annual meeting of the Members of the ASSOCIATION, and until such successors have qualified, are as follows:

LAURENCE A. MULLINS
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

THOMAS TUTTLE
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

DANIEL A. CROWDER
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

4. Appointment of Directors by Developer. Notwithstanding anything contained herein to the contrary, there shall be three (3) Directors each of which shall be appointed by the Developer, and not by the Members, pursuant to Article XV herein, so long as the Developer has the power to appoint Directors pursuant to said Article XV.

ARTICLE VII

OFFICERS

The Officers of the ASSOCIATION shall be a president, vice-president, secretary, treasurer and such other officers as the Board of Directors may from time to time by resolution create. The names of the Officers who are to manage the affairs of the ASSOCIATION until their successors have been elected or appointed at the first annual meeting of the Directors of the ASSOCIATION, and until such successors have qualified, are as follows:

President	-	LAURENCE A. MULLINS
Vice-President	-	THOMAS TUTTLE
Secretary	-	DANIEL A. CROWDER
Treasurer	-	DANIEL A. CROWDER

ARTICLE VIII

INDEMNIFICATION

Every Director and Officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the ASSOCIATION, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance

of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the ASSOCIATION. The foregoing right of indemnification shall be in addition to, and not exclusive of, any other right of indemnification to which a Director or Officer may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the ASSOCIATION shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. The resolution adopting a proposed amendment may be proposed by either the Board of Directors of the ASSOCIATION or by one (1) or more of the Members of the ASSOCIATION. Directors and Members may approve or disapprove such amendment by proxy. Except as elsewhere provided, such approvals must be by either:

A. Not less than seventy-five percent (75%) of the entire Membership of the Board of Directors and not less than seventy-five percent (75%) of the votes of the entire Membership of the ASSOCIATION; or

B. Not less than eighty percent (80%) of the votes of the entire Membership of the ASSOCIATION; or

C. By all of the Directors, so long as the Developer has the right to appoint the Directors pursuant to Article XV herein.

3. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the Directors of the ASSOCIATION.

4. Conflict with Articles or Declaration. No amendment shall be made which is in conflict with these Articles of Incorporation, the DECLARATION, or any other declaration or similar document submitting property to the jurisdiction of the Association.

5. Approval of amendments by the Developer. Notwithstanding anything contained herein to the contrary, no amendment to the By-Laws shall be made, adopted or become effective without the prior written consent of the Developer, so long as the Developer has the right to consent to same pursuant to Article XV herein, and, in addition, the Developer shall have the right to amend the By-Laws as provided in said Article XV.

ARTICLE X

AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one (1) or more Members of the ASSOCIATION. Directors and Members may express their approval of such amendment in person or by proxy at the meetings considering the amendment. Such approvals must be by either:

A. Not less than seventy-five percent (75%) of the entire Membership of the Board of Directors and not less than seventy-five percent (75%) of the votes of the entire Membership of the ASSOCIATION; or

B. Not less than eighty percent (80%) of the votes of the entire Membership of the ASSOCIATION; or

C. By all of the Directors, so long as the Developer has the right to appoint the Directors pursuant to Article XV herein.

3. A copy of each amendment to the Articles of Incorporation, as approved, shall be accepted and certified by the Secretary of the State of Florida and recorded in the Public Records of Broward County, Florida.

4. Conflict with By-Laws or Declaration. No amendment shall be made which is in conflict with the By-Laws, the DECLARATION, or any other declaration or similar document submitting property to the jurisdiction of the ASSOCIATION.

5. Approval of amendments by the Developer. Notwithstanding anything contained herein to the contrary, no amendment to these Articles shall be made, adopted or become effective without the prior written consent of the Developer, so long as the Developer has the right to consent to same pursuant to Article XV herein, and, in addition, the Developer shall have the right to amend these Articles as provided in said Article XV.

ARTICLE XI

TERM

This ASSOCIATION shall have perpetual existence.

ARTICLE XII

SUBSCRIBERS

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

LAURENCE A. MULLINS
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

THOMAS TUTTLE
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

DANIEL A. CROWDER
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

ARTICLE XIII

RESIDENT AGENT AND REGISTERED OFFICE

The initial registered agent and registered office of the ASSOCIATION shall be:

LAURENCE A. MULLINS
2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

ARTICLE XIV

INITIAL ADDRESS

The initial street address of the principal office of the ASSOCIATION shall be:

2801 Deer Creek Country Club Boulevard
Deerfield Beach, Florida 33441

ARTICLE XV

DEVELOPER'S RIGHTS

1. Notwithstanding anything contained in these Articles of Incorporation, the By-Laws, or any declaration or similar document, to the contrary, so long as D.C. PROPERTIES, INC., a Florida corporation, herein referred to as the "Developer" holds any interest in any Lot, or in any other property submitted to the jurisdiction of the ASSOCIATION, either as Owner or mortgagee:

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A. No vote of the Members including, but not limited to, any vote amending these Articles or the By-Laws, shall be effective without the prior written consent and approval of the Developer.

B. The Developer shall be entitled to appoint all Directors of the Association, and no election of such Directors shall be held by the Members.

C. The Directors appointed by the Developer shall be entitled to appoint all Officers of the ASSOCIATION.

2. The rights of the Developer set forth in Paragraph 1 of this Article XV may be relinquished, in whole or in part, by the Developer at any time. Furthermore, said rights may be enforced by any successor in interest or assignee of the Developer. However, any purchaser of any property from the Developer shall not be deemed a successor in interest or an assignee of the Developer for purposes of this Paragraph 2, unless the Developer specifically assigns its rights hereunder to such purchaser.

IN WITNESS WHEREOF, the undersigned Subscribers have hereunto affixed their signatures to these Articles of Incorporation of The Pines of Deer Creek Homeowners Association, Inc., on this 11th day of August, 1978.

WITNESSES:

SUBSCRIBERS:

By:

LAURENCE A. MULLINS

By:

THOMAS TUTTLE

By:

DANIEL A. CROWDER

STATE OF FLORIDA
COUNTY OF BROWARD

SS:

The foregoing Articles of Incorporation of The Pines of Deer Creek Homeowners Association, Inc., a Florida corporation not-for-profit, were acknowledged before me by LAURENCE A. MULLINS, THOMAS TUTTLE and DANIEL A. CROWDER, as Subscribers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal in the State and County set forth above this 11th day of August, 1978.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 19, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

(NOTARY SEAL)

THIS INSTRUMENT PREPARED BY:

Lawrence H. Goldberg, Esquire
GOLDBERG, YOUNG, GOLDBERG & BORKSON, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308
Telephone: (305) 771-8550

EXHIBIT "B"

TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE PINES OF DEER CREEK

BY-LAWS

THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.

BY-LAWS OF
THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC.

A corporation not-for-profit under
the Laws of the State of Florida

1. Identity. These are the By-Laws of THE PINES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association", a corporation not-for-profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on the 15th day of AUGUST, 1978. The Association has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these By-Laws, in the Articles of Incorporation, and in any declaration submitting property to the jurisdiction of the Association, and all powers provided under the Laws of the State of Florida or otherwise incident to any of such powers.

1.1 The office of the Association shall be located at 2801 Deer Creek Country Club Boulevard, Deerfield Beach, Florida, 33441, or at such other place or places as the Board of Directors may determine from time to time.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words: "corporation not-for-profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, or otherwise reproduced upon any instrument or document executed in the name of the Association.

2. Membership and Members' Meetings.

2.1 Qualification. The Members and Membership of the Association shall be as provided by the Articles of Incorporation.

2.2 Change of Membership. Change of Membership in the Association shall be as provided in the Articles of Incorporation.

2.3 Annual Meeting. The annual meeting of the Members for the election of Directors and for the transaction of such other business as may come before the meeting shall be held on the third (3rd) Wednesday of January of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, at 7:30 P.M., or at such time as shall be designated by the Board of Directors or the President and as is contained in the notice of such meeting.

2.4 Special Meetings. Special meetings of the Members may be called at any time by the majority of the Board of Directors, the holders of not less than ten percent (10%) of all Memberships entitled to vote at the meeting, and/or the President or Vice-President of the Association, and shall be held within thirty (30) days after such meeting is duly called.

2.5 Place of Meetings. All meetings shall be held at the office of the Association or at such other location as is determined by the Board of Directors, and, unless another time is fixed in the notice of meeting, at 7:30 P.M.

2.6 Notice of Meetings. Written notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the Officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at the Member's address as it appears on the records of the Association, unless such Member shall have filed a written request with the Secretary of the Association that notices to him be mailed to some other address, in which case it shall be directed to such Member at such other address, with postage thereon prepaid.

2.7 Adjournments. If any meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with Section 2.6 above to each Member of record on the new record date entitled to vote at such meeting.

2.8 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Articles of Incorporation or these By-Laws, or as otherwise required by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need be specified in any written waiver of notice.

2.9 Quorum. At all meetings of the Members the holders of a majority of the Membership interests in the Association entitled to vote, represented in person or by proxy, shall constitute a quorum. If a quorum is present, the affirmative vote of a majority of the Memberships represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater number of Memberships is required by these By-Laws, the Articles of Incorporation, any declaration submitting property to the jurisdiction of the Association, or the Laws of the State of Florida. In the absence of a quorum, the holders of a majority of the Memberships present in person or by proxy and entitled to vote, or if no Member entitled to vote is present, then any Officer of the Association, may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Memberships entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

2.10 Voting.

A. In General. At any meeting of the Members, each Member shall be entitled to cast one (1) vote for each Membership owned by such Member, on each matter submitted to a vote at the meeting. At each election for Directors, every Member entitled to vote at such election shall have the right to vote the number of Memberships owned by the Member, for each Director to be elected, and there shall be no cumulative voting.

B. Memberships Owned by More Than One (1) Person. In the event any Membership is owned by more than one (1) person (i.e. the underlying Lot, Unit or property relating to such Membership is owned by more than one (1) person) the person entitled to cast the vote for such Membership shall be designated by a certificate signed by all the record owners of the underlying Lot, Unit or property and filed with the Secretary of the Association. The person designated by such Certificate, in the absence of a revocation of same, shall be conclusively deemed to be the person entitled to vote for such Membership at any meeting. In the absence of such certificate, or in the event the person designated in such certificate is absent from any meeting, the vote for such Membership may be cast at any meeting by any Co-Owner of the underlying Lot, Unit or property provided, however, that in the event a dispute arises between any Co-Owners as to how such vote shall be cast, said vote shall not be counted for purposes of any election, but shall be counted for purposes of determining the existence of a quorum.

C. Membership Owned by a Corporation. In the event any Membership is owned by a corporation, the vote for such Membership may be voted by the person entitled to cast the vote as designated by a certificate signed by the president of the corporation and filed with the Secretary of the Association. In the absence of such certificate, such vote may be cast by a person designated pursuant to a certified resolution of the corporation adopted by the board of the corporation and presented at the meeting, and in the absence of such certified resolution the chairman of the board, the president, any vice-president, the secretary or the treasurer shall be presumed to possess, in that order, authority to vote such Membership of the corporation.

2.11 Votes by only a Portion of the Members. In the event any vote to be taken concerns a Common Area which is expressly limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, only the Members entitled to the benefit, use and enjoyment of such Common Area shall be entitled to vote, no vote shall be taken unless a majority of such Members are present, in person or by proxy, and a majority vote of such Members present shall be the act of the Members entitled to vote.

2.12 Proxies. Every Member entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the Member's behalf by a proxy signed by such Member or his attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing such proxy, except in those cases where an irrevocable proxy is permitted by law.

2.13 Organization. At each meeting of the Members the President, the Vice-President or any person chosen by a majority of the Members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as secretary of the meeting.

2.14 Order of Business. The order of business at the annual meetings of the Members shall be:

- A. Determination of chairman of the meeting.
- B. Calling of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of Officers.
- F. Reports of committees.
- G. Election of inspectors of election.
- H. Election of Directors.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

2.15 Rights of Developer. Notwithstanding anything contained herein to the contrary, so long as D.C. PROPERTIES, INC., hereinafter referred to as the "Developer", holds any interest in any Lot, Unit or other property submitted to the jurisdiction of the Association, either as owner or mortgagee, or is a Member of the Association:

A. Said Developer shall have the right to appoint all Directors of the Association.

B. No vote of the Members of the Association, nor any action taken by the Members of the Association, shall be effective without the prior written consent of the Developer.

C. The Developer shall have all the rights granted it by the Articles of Incorporation or by any declaration submitting property to the jurisdiction of the Association.

D. Any right, power or authority granted to or reserved by the Developer in these By-Laws, in the Articles of Incorporation or in any declaration submitting property to the jurisdiction of the Association, either express or implied, may be exercised or enforced by any successor in interest or assignee of the Developer. However, any purchaser of any property from the Developer shall not be deemed a successor in interest or an assignee of the Developer for purposes of this Paragraph D, unless the Developer specifically assigns the right to exercise or enforce such rights, powers or authorities to the purchaser.

2.16 Action by Members Without a Meeting. Any action required to be taken at any annual or special meeting of the Members of the Association, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of Memberships that would be necessary to authorize or take such action at a meeting at which all Memberships entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action and provide such other information as is required by law.

3. Board of Directors.

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors to be determined as follows:

A. Appointment by Developer. Initially the Board of Directors shall consist of three (3) Directors, all of whom shall be appointed, and may be removed or replaced from time to time by the Developer at its sole discretion so long as the Developer owns any interest in any Lot, Unit or other property either as an Owner or mortgagee, or is a Member of the Association, pursuant to Paragraph 2.15 above, or has earlier relinquished the right to appoint such Directors.

B. Election by Members. At any time after the Developer no longer has the right to appoint the Directors or upon the earlier voluntary relinquishment by the Developer of the right to appoint the Directors, a special meeting of the Members may be called to elect new Directors of the Association. In the absence of such a meeting, the Directors appointed by the Developer may continue to serve until the next annual meeting of the Members. In the event such a special meeting is called and held and Directors are elected by the Members, at such special meeting the Members may elect to not hold the next annual meeting of the Members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

3.2 Election of Directors by Members. Election of Directors by Members shall be conducted in the following manner:

A. Except as provided above, the Members shall elect Directors at the annual Members' meetings. Unless prior to the election of Directors the Members vote to alter the number of Directors, there shall be a total of three (3) Directors elected, provided, however, that in no event shall there be less than three (3) Directors and the number of Directors shall always be an odd number.

B. Prior to any annual meeting at which Directors are to be elected by the Members, the existing Board of Directors may nominate a committee, which committee shall nominate one (1) person for each Director to be elected. Other nominations may be made from the floor.

C. The election of Directors by the Members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast for each Director.

3.3 Qualification and Term of Office. All Directors shall be of legal age, but need not be Members of the Association. All Directors elected by the Members shall hold office until the next annual meeting of the Members and until successors are duly elected and qualified, or until a Director's death or resignation, or until any Director shall be removed, as hereinafter provided in these By-Laws, or as otherwise provided by statute or the Articles of Incorporation.

3.4 Place of Meetings. Meetings of the Board of Directors may be held at such place, within or without the State of Florida, as the Board may from time to time determine or as shall be specified in the notice or waiver of notice of such meeting.

3.5 Meetings of the Board of Directors. The Board shall meet for the purpose of organization, the election of Officers and the transaction of other business, as soon as practicable after each annual meeting of the Members, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. Such meetings may be held at any other time or place which shall be specified in a notice given as hereinafter provided.

3.6 Regular Meetings. Regular meetings of the Board shall be held at such time and place as the Board may from time to time determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that date shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board need not be given, except as otherwise required by statute or these By-Laws.

3.7 Special Meetings. Special meetings of the Board may be called by any member of the Board or the President.

3.8 Notice of Meetings. Notice of each special meeting of the Board (and of each regular meeting for which notice shall be required) shall be given by the Secretary, which notice shall state the day, place and hour of the meeting. Notice of each such meeting shall be delivered to each Director either personally or by telephone, telegraph, cable or wireless, at least twenty-four (24) hours before the time at which such meeting is to be held or by first-class mail, postage prepaid, addressed to such Director at his residence, or usual place of business, at least three (3) days before the day on which such meeting is to be held. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of the Board of Directors need be specified in any notice or waiver of notice of such meeting.

3.9 Quorum and Manner of Acting. A majority of the number of Directors determined in the manner provided in these By-Laws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Articles of Incorporation or these By-Laws.

3.10 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

3.11 Presiding Officer. The presiding officer of Directors' meetings shall be the chairman of the Board if such an Officer has been elected; and if none, the President shall preside. In the absence of the presiding Officer, the Directors shall designate one (1) of their Members to preside.

3.12 Order of Business. The order of business at Directors' meetings shall be:

- A. Calling of roll.
- B. Proof of due notice of meeting.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of Officers and committees.
- E. Election of Officers.
- F. Unfinished business.
- G. New business.
- H. Adjournment.

3.13 Resignation. Any Director of the Association may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, then immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.14 Vacancies. Vacancies in the Board of Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no Directors in office, then a special election of the Members shall be called to elect the Directors, unless as provided above the Developer then has the right to appoint all Directors, in which event the Directors shall be appointed by the Developer.

3.15 Removal of Directors. After the Developer no longer has the right to appoint all Directors, as provided above, any Director may be removed with or without cause by the vote of two-thirds (2/3) of the entire Membership of the Association at a special meeting of the Members called expressly for that purpose. The vacancy in the Board caused by any such removal may be filled by the Members at such meeting, or, if the Members shall fail to fill such vacancy, by the Board as in the case of any other vacancy on the Board of Directors.

3.16 Compensation. The Directors shall not be entitled to any compensation unless the Members elect to pay them compensation, and set the amount of such compensation, at any meeting of the Members.

3.17 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these By-Laws, the Articles of Incorporation, any declaration of covenants and restrictions submitting property to the jurisdiction of the Association, or provided by law. In addition, any such powers including, but not limited to, the right to exercise architectural control pursuant to any declaration, may be delegated by the Board of Directors to any person or committee.

3.18 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the Directors of the Association, or any action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

4. Officers.

4.1 Numbers and Qualifications. The Officers of the Association shall include a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be Directors of the Association and may be preemptively removed from office by vote of the Directors at any meeting by concurrence of a majority of all of the Directors. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Board of Directors shall, from time to time, elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each Officer elected shall hold office until the meeting of the Board following the next annual meeting of the Members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these By-Laws.

4.2 Resignations. Any Officer of the corporation may resign at any time by giving written notice of his resignation to the Board, the Chairman of the Board, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

4.3 Vacancies A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these By-Laws for the regular election or appointment of such office.

4.4 The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

4.6 The Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

4.7 The Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's Report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

4.8 Compensation. The Officers of the Association shall not be entitled to compensation unless the Directors specifically vote to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the Members, shall preclude the Board of Directors from employing a Director or an Officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a Director for the management of property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such Director a reasonable fee for such management or provision of services.

5. Indemnification. The Association shall, to the fullest extent permitted by the Laws of the State of Florida, indemnify any and all Directors, Officers, employees and agents of the Association against any and all manners of expenses, claims and liabilities incurred by them in connection with their duties and services provided, or to be provided, to the Association.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Covenants and Restrictions of THE PINES OF DEER CREEK and the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which may include, but not be limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

A. Current expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

B. Reserve for Deferred Maintenance. Reserves shall include funds for maintenance items which occur less frequently than annually.

C. Reserve for Replacement. Shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

D. Betterments. Betterments shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

E. Transfer of Accounts. The Board of Directors shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 Budget. The Board of Directors shall adopt a budget, according to good accounting practices, for each calendar year which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for accounts and reserves including, but not limited to, the accounts set forth in Paragraph 6.1 of this Article 6. Copies of the budget and proposed assessments shall be transmitted to each Member on or before the date of any assessment for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Member. The failure to deliver a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.3 Assessments for Common Expenses. Assessments against the Members for their share of the common expenses shall be made for the calendar year annually in advance on or before the 15th day of December preceding the year for which the assessments are made. Such assessments, if any, shall be due in one (1) installment on the first day of January, if such assessment is less than or equal to One Hundred Dollars (\$100.00) per Membership, and if in excess of One Hundred Dollars (\$100.00) then it shall be due in four (4) equal quarterly installments, on the first day of January and on the first day of each calendar quarter thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and annual or quarterly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. Any assessment required by such amended budget shall be due within ten (10) days after receipt of an amended assessment, or, in the event the original assessment was payable quarterly, such amended assessment shall be due and payable in equal quarterly installments for the full quarters remaining in the assessment years, along with the original quarterly assessments remaining for such year. The Board of Directors, in its sole discretion, shall have the right to change the payment of assessments to monthly payments at such time and manner as it so provides.

6.4 Assessments for Charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

6.5 Acceleration of Assessment Installments Upon Default. If a Member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate any remaining installments of the assessment upon notice thereof to the Member and thereupon, the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Member, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Assessments for Emergencies. In the event of an emergency requiring the expenditures of funds that cannot be paid from the annual assessments for common expenses, the Board may make additional assessments which shall be due and payable ten (10) days after notice to the Members of a notice of such assessment.

6.7 The Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.8 Audits. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each Member not later than April 1 of the year following the year for which the audit is made upon request by the Member. The audit need not be certified unless expressly provided for by the Board of Directors of the Association.

6.9 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the Directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 The Termination of Membership in the Association by transfer of deed, or otherwise, shall not relieve or release any former Owner or Member from a liability or obligation incurred under or in any way connected with the Membership of such Owner during the period of such ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner and Member arising out of, or in any way connected with, such ownership and Membership and the covenants and obligations incident thereto.

6.11 Limited Common Areas. In the event a Common Area is limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, separate accounts, budgets and assessments shall be made relating to such Common Areas, and only Members who are intended to benefit, use and enjoy such Common Areas shall be assessed for expenses relating to such Common Areas. Otherwise the other provisions of this Article shall apply.

7. Compliance and Default.

7.1 Monetary Violations. In the event any Member of the Association does not pay any sums, charges, or assessments required to be paid to the Association within ten (10) days from the due date, the Association, acting on its own behalf or through its Board of Directors, or other person acting on its behalf, may take any action the Board deems necessary in order to collect such assessments including, but not limited to, retaining the services of a collection agency or attorney to collect such assessments, initiating legal proceedings for the collection of such assessments, recording a Claim of Lien and foreclosing same in the same fashion as mortgage liens are foreclosed or any other appropriate action. The Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any assessments and, if the Association becomes the Owner of any property by reason of such foreclosure, it shall offer said property for sale within a reasonable time and shall deduct from the proceeds of such sale all sums of money due it for assessments, charges, expenses, and attorneys' fees, including such fees on appeal, incurred in connection with the collection of such assessments and in the bringing of the foreclosure suit.

7.2 Non-Monetary Violations. In the event of a violation by an Member (other than the non-payment of an assessment) of any of the provisions of any declaration submitting property to the jurisdiction of the Association, or of the By-Laws or Articles, the Association, by direction of its Board, shall notify the Member of said breach, by written notice. If such violation shall continue for a period of thirty (30) days from the date of delivery or mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of any such declaration, the By-Laws or Articles, and the Association shall then, at its option, have the following elections:

A. To commence an action in equity to enforce performance on the part of the Member; and/or

B. To commence an action at law to recover damages; and/or

C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

D. To perform any act required to correct such violation or breach and to assess the Member for any expenses incurred by the Association in connection with such correction.

In the event any such action is brought, upon a finding by the Court that the Member was in violation of any of the provisions of the above mentioned documents, the violating Member shall be liable to the Association and shall reimburse the Association for all costs and attorneys' fees incurred in bringing such action, including any such costs and fees incurred in any appellate proceedings.

7.3 All rights, remedies and privileges granted to the Association or a Member pursuant to any terms, provisions, covenants or conditions of these By-Laws, the Articles of Incorporation or any declaration submitting any property to the jurisdiction of the Association shall be deemed to be cumulative, and the exercise of any one (1) or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from executing such additional remedies, rights or privileges as may be granted by such documents.

8. Rules and Regulations.

8.1 As to Common Areas and the Subdivision Property. The Board of Directors may, from time to time, adopt, or amend previously adopted, administrative rules and regulations governing the details of the operation, use, maintenance, management and control of all Common Areas or other property under the jurisdiction of the Association. The Board of Directors shall make available to any Member, upon request, a copy of the rules and regulations adopted from time to time by the Board of Directors.

9. Architectural Control and Use Restrictions.

9.1 The Board of Directors of the Association, or any committee or other person delegated such responsibility by the Board of Directors, shall exercise architectural control pursuant to any declaration submitting property to the jurisdiction of the Association.

9.2 Members shall submit plans and specifications for approval of the Association, or request for any waivers of any use restrictions contained in and permitted by any declarations submitting property to the jurisdiction of the Association, to the office of the Association, or to such other offices as the Board of Directors shall determine from time to time and inform the Members by written notice.

9.3 From time to time the Board of Directors may adopt rules and regulations and/or establish written guidelines and criteria to be used in the Association's exercise of architectural control, or in the approval of any deviation from a use restriction permitted by a declaration, and shall make such materials generally available to Members at their request.

10. Rights of Members.

10.1 Member Register. The Secretary of the Association shall maintain a Register in the Association office showing the names and addresses of the Members of the Association. It shall be the obligation of the Members of the Association to advise the Secretary of any change of address, or change of ownership of the underlying property, of such Member. The Association shall not be responsible for reflecting any change of address and/or ownership for purposes of notification or voting, until notified of such changes in writing, and shall have the right to rely upon the last given information relating to any Membership. Any mortgagee of any property of a Member may register by notifying the Association in writing of the mortgage. In the event a notice of default is given any Member under an applicable provision of these By-Laws, the Articles of Incorporation or any declaration submitting property to the jurisdiction of the Association, a copy of the notice of default shall be mailed to any registered mortgagee holding a mortgage on the underlying property of a Member.

10.2 Fixing of Record Date. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof or entitled to notice of any other matter, or in order to make a determination of the Members for any other purpose, the Board may fix, in advance, a record date which shall not be more than thirty (30) days or less than ten (10) days before the date of such meeting, or more than thirty (30) days prior to the giving of any notice, and in the absence of such determination shall be thirty (30) days before such meeting or notice. A determination of Members entitled to notice of, or to vote at a meeting of Members shall apply to any adjournment of the meeting, provided, however, that the Board may fix a new record date for the adjourned meeting. However, at any meeting of the Members the Board shall have the discretion to recognize new Members present at such meeting for quorum and voting purposes.

10.3 Rights of Inspection. Any Member shall have the right to inspect any books of account of the Association, or the Membership Registry of the Association, upon ten (10) days written notice to the Association. Such right shall terminate in the event any Member uses such inspection privilege for an improper purpose including, but not limited to, any purpose not germane to the interest of such Member in the Association, nor germane to proper Association purposes.

11. Amendments. These By-Laws may be amended as provided in the Articles of Incorporation.

12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when in conflict with the Articles of Incorporation or these By-Laws.

13. Miscellaneous.

13.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

13.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

13.3 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws, the Articles of Incorporation or any declaration submitting property to the jurisdiction of the Association, the declaration and the Articles shall prevail in that order.

The foregoing was adopted as the By-Laws of The Pines of Deer Creek Homeowners Association, Inc., a Florida corporation not-for-profit, at the first meeting of the Board of Directors on the 11th day of August, 1978.

By: Daniel A. Crowder
DANIEL A. CROWDER, Secretary

(CORPORATE SEAL)

Approved:

By: Laurence A. Mullins
LAURENCE A. MULLINS, Director

Thomas Tuttle
THOMAS TUTTLE, Director

Daniel A. Crowder
DANIEL A. CROWDER, Director

