

LAW OFFICES

CARVO & EMERY

PROFESSIONAL ASSOCIATION

CARYN GOLDENBERG CARVO

MICHAEL R. EMERY

October 29, 2003

Mr. John Shesa
6645 N.W. 42nd Terrace
Coconut Creek, Florida 33073

Re: Amended to the Declaration of Covenants and Restrictions and
Certificate of Amendment

Dear John:

Enclosed please find the original Certificate of Amendment to the Declaration of Covenants and Restrictions of Parkwood VI Homeowners Association, Inc. which has been recorded among the Public Records of Broward County.

Very truly yours,

CARVO & EMERY, P.A.



MICHAEL R. EMERY
For the Firm

MRE:jam

Enclosure

IParkwood,Shesa,Recorded.Doc

Instrument Prepared by:
Michael R. Emery, Esquire
CARVO & EMERY, P.A.
One Financial Plaza
Suite 2020
Fort Lauderdale, FL 33394
(954) 524-4450

INSTR # 103430439
OR BK 36303 Pages 1956 - 1972
RECORDED 10/24/03 08:44:52
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1913
#1, 17 Pages

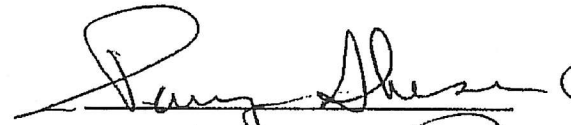
**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
PARKWOOD VI HOMEOWNERS ASSOCIATION, INC.**

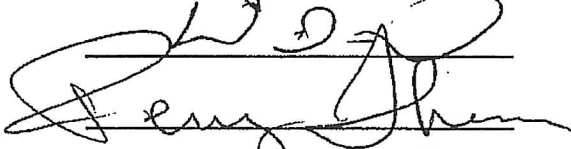
PARKWOOD VI HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, under its corporate seal and by the seal of its President and its Secretary hereby certify that this Amended Declaration of Covenants and Restrictions of PARKWOOD VI HOMEOWNERS ASSOCIATION, a Florida non-profit corporation, said Amended Declaration being attached hereto as **EXHIBIT "A"**, was by resolution duly adopted in accordance Article XIX, Section B of the Declaration, with the powers granted the corporation by the corporate charter, the By-Laws and the laws of the State of Florida and also with all of the provisions of the Declaration of Covenants and Restrictions for PARKWOOD VI HOMEOWNERS ASSOCIATION, INC. The Declaration was amended upon the affirmative vote of approval of Owners holding not less than three-fourths (3/4) of the voting interest of the membership in accordance with the Declaration, By-Laws, Articles of Incorporation, and applicable Florida Statutes, and it does not contravene any restrictions contained in the documents referenced herein.


IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name, by its President, and its corporate seal to be hereunto affixed and attested by its Secretary this 30th day of SEPTEMBER, 2003.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF

PARKWOOD VI HOMEOWNERS
ASSOCIATION, INC.







BY:



JACK MCQUESTION, President

ATTEST:



MARIE RITCHIE, Secretary

PARKWOOD VI HOMEOWNERS ASSOCIATION, INC.
P.O. BOX 970344
COCONUT CREEK, FL 33097

ORIGINAL DECLARATION
RECORDED JUNE 24, 1991
ORB 18497, PAGES 479-501

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared JACK MCQUESTION and MARIE RITCHIE, as President and Secretary respectively, of PARKWOOD VI HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, who are personally known to me or who produced their drivers' licenses as identification, and who took an oath, and they acknowledged before me that they executed the foregoing Certificate of Amendment as such officers for and on behalf of said corporation after having been duly authorized to do so.

WITNESS my hand and official seal at Broward County, this 30th day of SEPTEMBER, 2003.

My Commission Expires:

Diane J. Kahler

NOTARY PUBLIC - State of Florida



Instrument Prepared by:
Michael R. Emery, Esquire
CARVO & EMERY, P.A.
One Financial Plaza
Suite 2020
Fort Lauderdale, FL 33394
(954) 524-4450

**AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF PARKWOOD VI HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT, made this 30th day of SEPTEMBER, 2003 by
PARKWOOD VI HOMEOWNERS ASSOCIATION, INC., (hereinafter "ASSOCIATION")
on behalf of its members and directors.

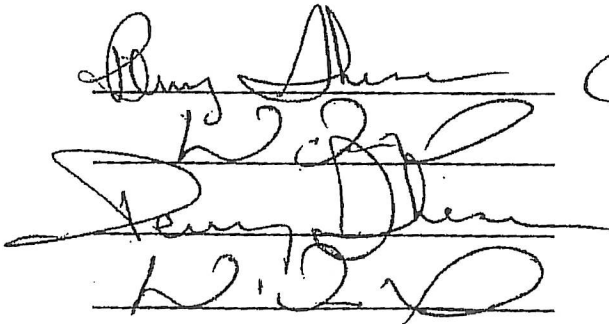
WHEREAS, heretofore the Declaration of Covenants and Restrictions of
Parkwood VI was recorded in Official Records Book 18497, Pages 479 through 501, in
the Public Records of Broward County, Florida, on June 24, 1991; and

WHEREAS, the members of the Association desire to substantially amend the
Declaration of Covenants and Restrictions for the Association. In accordance with the
provisions of Article XIX, Section B of the Declaration, the Declaration was amended
upon the affirmative vote of approval of Owners holding not less than three-fourths
(3/4) of the voting interest of the membership. The Amended Declaration of Covenants
and Restrictions, has been substantially amended, and its amended text is attached
hereto in it's entirety, as EXHIBIT "A".

IN WITNESS WHEREOF, the Association has caused this Amended Declaration
of Covenants and Restrictions of PARKWOOD VI HOMEOWNERS ASSOCIATION,
INC. to be executed this 30th day of SEPTEMBER, 2003.

Signed, sealed & delivered
in the presence of:

PARKWOOD VI HOMEOWNERS
ASSOCIATION, INC.


Three handwritten signatures are present, each written over a horizontal line. The signatures are in cursive and appear to be of different individuals.

BY: 
JACK MCQUESTION, President

ATTEST: 
MARIE RITCHIE, Secretary

EXHIBIT "A"

**DECLARATIONS OF COVENANTS AND RESTRICTIONS
OF PARKWOOD VI**

Relating to

All of PARKWOOD VI, according to the Plat thereof as recorded in Plat Book 148, Page 37 of the Public Records of Broward County, Florida, said lands lying and being in Broward County, Florida.

**ARTICLE I
DEFINITIONS**

As used in this Declaration of Covenants and Restrictions, the following words have the following meanings:

- (a) ASSOCIATION means PARKWOOD VI HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, not for profit to be formed, its successors or assigns.
- (b) BOARD means the Board of Directors of the ASSOCIATION.
- (c) BUILDING means a single-family residence containing a single-family unit.
- (d) INSTITUTIONAL LENDER means the holder of a first mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees or insures residential mortgage loans, whether construction or permanent, and which by the OWNER of the LOT and is not owned or controlled by the OWNER. An INSTITUTIONAL LENDER may include, but is not limited to a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, or profit sharing plan, mortgage company, an agency of the United States, or any other governmental authority, or any other similar type of lender or any FHA, FNMA, GNMA, or VA approved mortgage lending institution. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of, any mortgage executed by or in favor of DECLARANT whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.
- (e) LOT means a lot, as shown on the site plan of PARKWOOD VI, as prepared by Ralph Denuzzio and Associates, Inc.
- (f) IMPROVED LOT means a LOT upon which there has been constructed a single-family residence for which a valid Certificate of Occupancy has been issued by applicable governmental authority.
- (g) OWNER means the holder or holders of the fee title to a LOT as herein defined.
- (h) PERSON means a person, firm, association or corporation.

- (i) COMMON AREA means those areas not included within an IMPROVED LOT as specifically defined in Paragraph (f) hereinabove.
- (j) SUBDIVISION means the following described lands, PARKWOOD VI according to the Plat thereof as recorded in Plat Book 148 of the Public Records of Broward County, Florida.
- (k) COMMON EXPENSES means all expenses and assessments, which are properly incurred by the Association for the care, operation and maintenance of the Subdivision.
- (l) The use of any gender is deemed to include all genders; the use of any singular includes the plural and the use of the plural includes the singular.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

(a) Each OWNER shall automatically become a member of the ASSOCIATION, and each LOT shall be entitled to one vote to be cast through the OWNER. When more than one person holds an interest in the LOT the vote of such LOT shall be by that OWNER designated by a certificate filed with the ASSOCIATION and signed by all persons owning an interest in said LOT. Membership shall be appurtenant to and may not be separated from the ownership of any unit.

(b) Covenants for Assessments:

(1) Membership Fees. Each member by accepting title to a LOT in the SUBDIVISION (including such owner or owners of LOTS permitted to be constructed in the SUBDIVISION, as aforesaid), whether or not is shall be so expressed in such instruments agrees to pay the ASSOCIATION membership assessments as stated in the provisions of this DECLARATION OF RESTRICTIONS.

(c) ASSOCIATION shall have, among it's powers, the right to levy quarterly maintenance fees, as determined by the BOARD to provide for the maintenance, construction, reconstruction and repair of the COMMON AREAS to be provided and to provide for the proper enforcement of this DECLARATION OF RESTRICTIONS, as may be deemed by the BOARD to be in the best interest of the members or as may be required by this DECLARATION OF RESTRICTIONS.

(d) Lien in favor of the ASSOCIATION. The ASSOCIATION shall have a lien on each IMPROVED LOT in the SUBDIVISION for any assessment made by the ASSOCIATION for the purposes of permitting the ASSOCIATION to perform the several services and obligations conferred upon it under this DECLARATION. Said lien shall attach and be effective from and after the time of recording in the public records of Broward County, Florida, of a Claim of Lien stating the legal description of the IMPROVED LOT, the name of the record Owner, the amount due and the date when due. The lien shall continue in effect until all sums secured by the lien

shall have been fully paid. Such liens shall bear interest at the highest rate allowed by Florida law per annum from the date of recording until paid. Except for interest, such claims shall include only unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in enforcing and perfecting such lien, including a reasonable attorney's fee. Upon full payment the OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to a lien of mortgage or other lien held by an INSTITUTIONAL LENDER recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the ASSOCIATION as foreclosure of a mortgage on real property. In any such foreclosure the UNIT OWNER shall be required to pay a reasonable rental for the UNIT and the ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

ARTICLE III **USE RESTRICTIONS**

Section 1. Zoning: All of the LOTS in the Subdivision subject to the provisions hereof shall be used only for the purposes as are permitted under the zoning classification of the governmental body having jurisdiction as of the date hereof.

Section 2. Commercial Building: No commercial buildings shall be erected, nor shall any building be used for any commercial purpose on any LOT, and provided further that no other portable or temporary buildings may be placed on any LOT.

Section 3. Leases: No OWNER shall lease his IMPROVED LOT, or any portion thereof, without the prior approval of the ASSOCIATION. Said approval shall not be unreasonably withheld. Under no circumstances shall the IMPROVED LOT, or any portion thereof, be leased for a period of less than seven (7) months.

Section 4. No Trade, Business or Profession etc.: No Trade, business, professional or any other type of commercial activity including Day Care Centers shall be carried out upon any of the LOTS.

ARTICLE IV **ARCHITECTURAL COMMITTEE**

For the purpose of insuring the continued development of the Subdivision as a residential area of high standards, the Architectural Committee will be designated by the Board of Directors of the ASSOCIATION, and shall exercise architectural overview over all changes to buildings, structures and other improvements placed on the LOTS. The Architectural Committee will advise the Board of Directors and provide recommendations to the Board of Directors of the ASSOCIATION regarding all changes to buildings, structures, and other improvements. The

Board of Directors will in turn have the authority to approve all proposed improvements, desired by OWNERS, in writing. The OWNER of each LOT, by acceptance of title thereto or by taking possession thereof, do hereby covenant and agree that no building, wall, structure or other improvements shall be placed upon such LOT unless and until the plans and specifications therefore and the plot plan have been approved, in writing, by The Board of Directors of the ASSOCIATION. Each building, wall, or other improvements shall be placed upon said LOT only in accordance with the plans and specifications as approved by the Board of Directors. If approval is withheld based upon any reasonable discretion, including purely aesthetic grounds, it shall be sufficient grounds based upon standards upheld by the Board of Directors on behalf of the Subdivision. No alterations to the exterior appearance of the BUILDINGS or other structures shall be made without like approval. Said approval shall not be unreasonably withheld. Plans for such approval shall be submitted to the Architectural Committee, who will then review the OWNER'S request and subsequently make a recommendation to the Board of Directors of the ASSOCIATION. In the event that the Board of Directors fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to them, or if no suit to enjoin the construction, addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required, and this provision shall be deemed to have been fully complied with.

It is intended that the Architectural Committee shall provide overview to all architectural and visual aspects of any improvements constructed within the Subdivision, including, without limitation, height, site planning, setback requirements, open space, exterior design, window tinting, outside window treatments, house colors, landscaping, including the right to establish minimum landscaping criteria for each LOT provided that the same shall be applied equitably and without discrimination. It is the purpose of these restrictions that the entire area of which the subject lands are a part may be developed and maintained as a planned high quality residential community within each area thereof complementing the others and forming a complimentary whole, benefitting the entire Subdivision.

ARTICLE V
PARKING, TRASH, CLOTHESPOLES, ANTENNAE, HURRICANE OR
STORM SHUTTERS, SOLAR PANELS, SWIMMING POOLS, SPAS, FENCES
AND GARAGE DOORS

(a) No clothesline or other clothes drying facility be permitted, which is located outside of the dwelling unit.

(b) No sign of any nature whatsoever shall be erected or displayed upon any of the LOTS, except where express prior written approval of the size, shape, content and location has been obtained from the ASSOCIATION. Such approval may be withheld arbitrarily. "For Sale" signs which are determined to be "reasonable and customary" are the sole exception to the above rule.

(c) No exterior radio, television, or other electronic antenna, aerial, or satellite dish in excess of eighteen (18) inches in diameter, may be erected or maintained anywhere upon any of the foregoing described lands except as been expressly approved in writing by the

ASSOCIATION.

(d) No front yard fences shall be permitted anywhere within the Subdivision. Waterfront UNITS and interior corner UNITS may construct only cyclone type fencing upon obtaining the prior approval in writing of the ASSOCIATION, and the appropriate governmental authority. Shrubbery must be planted along the inside of fencing located along the side lot lines of the waterfront UNITS. No fences shall be constructed upon lots within the Subdivision without the prior written approval of the ASSOCIATION, and the appropriate governmental authority. Any fencing constructed in violation of this paragraph (d) hereinabove may be removed by the ASSOCIATION or it's agents when legal warrants have been secured from the appropriate governmental authority.

(e) All garbage and trash must be placed in closed containers and maintained and so constructed as to render the contents thereof hidden from view from adjoining properties. No garbage or trash may be place anywhere except in containers as aforesaid. No garbage or trash may be put out for pick-up more than twelve (12) hours prior to said pick-up.

(f) The parking or storage of automobiles and other motor vehicles except upon designated paved areas is prohibited.

(g) The parking or storage of boats and boat trailers, campers, trailers, commercial vehicles or other recreational vehicles (that is vehicles designed and constructed primarily for recreational or commercial use) upon any lands within the Subdivision is prohibited.

(h) Only vehicles (non-commercial) bearing current license and registration tags, as required pursuant to State law and which are operable without assistance shall be permitted to be parked or stored on any lands within the Subdivision.

(i) The overnight parking or storage of trucks, campers, or commercial vehicles in excess of one-half ton rated capacity is prohibited.

(j) No hurricane or storm shutters shall be permanently installed on any BUILDING within the Subdivision unless of a type and construction that has been approved by the appropriate governmental authority. Additionally all permanently installed hurricane or storm shutters will be subject to the overview of the Architectural Committee as regards the aesthetic contribution that is made to the BUILDING as a whole.

(k) Guests of any OWNER or OWNERS shall not park on the swale in front of the LOT of any OWNER. Parking shall occur only in areas designated by the ASSOCIATION.

(l) All swimming pools constructed on a LOT must be screened in or fenced in with a type of screening or fencing approved by the ASSOCIATION. No above ground pools will be permitted in the Subdivision. The sole exception of this rule is the construction of above ground hot-water spas which have been determined by the ASSOCIATION as being "reasonable and customary" in design.

(m) No sheds or other means of outside storage may be constructed upon any LOT. The sole exception to this rule are plastic garden tool storage units that are totally portable and can be placed inside of an OWNER'S garage in the event of severe weather. These plastic garden tool storage units must have been determined by the ASSOCIATION as being "reasonable and customary" in design.

(n) Only central air-conditioning is permitted to be installed on any IMPROVED LOT. No window, wall portable or other individual air conditioning unit is permitted to be installed within the Subdivision.

(o) Motorcycles are not permitted (other than registered automobiles), except with the prior written consent of the ASSOCIATION, and must be equipped with appropriate noise muffling equipment so that the operation of same does create an annoyance to other residents of the SUBDIVISION.

(p) No garage sales are permitted except with the express written consent of the ASSOCIATION. Said consent may be arbitrarily withheld. In any event no OWNER may hold more than one sale per year of not greater than forty-eight (48) hours in duration.

(q) No modifications to garage doors may be made without the express written consent of the ASSOCIATION. Such permission may be arbitrarily withheld.

(r) In addition to all other remedies available to the ASSOCIATION for the violation of the foregoing use restrictions the ASSOCIATION shall impose a monetary fine in the amount of fifty (\$50.00) dollars per day for each day the violation shall continue. Failure to pay said fine shall result in a lien in favor of the ASSOCIATION against the IMPROVED LOT of the violating UNIT OWNER, as in the same manner as outlined in ARTICLE II hereinabove. When a UNIT OWNER does in fact receive written notification that a monetary fine is to be levied, that OWNER has thirty days from receipt of the notification to respond to the ASSOCIATION in writing as to any hardship that the monetary fine would impose upon the OWNER.

ARTICLE VI LIVESTOCK, POULTRY, AND ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any IMPROVED LOT, with the exception of no more than two (2) dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to anyone in the SUBDIVISION. Dogs must be kept on a leash when outside of the residence, unless restrained by a fenced backyard. Any OWNER shall be required to immediately pick up any animal waste deposited by by his/her pet on any portion of the SUBDIVISION. No dogs may be left outside at night between the hours of 9:30 p.m. and 6:30 a.m. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBDIVISION due to a violation of these rules. Any costs and attorneys' fees incurred by the ASSOCIATION as a result of a unit owner's pet, shall be assessed against the unit owner, and if same are not paid, shall become a lien on the property of the unit owner.

ARTICLE VII
PROPERTY RIGHTS

A. OWNERS RIGHTS: Every member of the ASSOCIATION shall have the right of enjoyment in and to the COMMON AREAS and any and all improvements thereon subject to the rules established by the ASSOCIATION.

B. EASEMENTS:

1. Each of the following easements are hereby created in favor of the ASSOCIATION, which will run with the land, and notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes:

2. Utilities: Easements as may be required for the installation, maintenance, repair and provision for utility services, equipment, and fixtures in order to adequately serve the SUBDIVISION or any LOT, including, but not limited to, electricity, telephones, sewer, irrigation, drainage, cable television and electronic security measures are granted in favor of the ASSOCIATION. However, easements affecting any LOT which serve any other portion of the SUBDIVISION will be underground, across easement lines reflected on the Plat of PARKWOOD VI, and shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with, impairs the utility services using these easements.

3. Perpetual Nonexclusive Easement in COMMON AREAS: The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all OWNERS and residents of the SUBDIVISION, and their guests, and invitees, for all proper and normal purposes and for the provision of services and facilities for which the same are reasonably intended according to the Rules established by the ASSOCIATION.

4. Service of Easement: Easement across lines as reflected by the Plat of PARKWOOD VI in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and from time to time with the SUBDIVISION, and over under, on and across COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBDIVISION and the OWNERS.

5. Easements for Pedestrian and Vehicular Traffic: Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBDIVISION, and their guests and invitees.

6. Additional Easements: The ASSOCIATION on the behalf of all OWNERS shall have

the right to grant and declare additional easements over, upon, under and/or across the LOTS and COMMON AREAS in favor of the OWNERS and residents of the SUBDIVISION and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company as the ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBDIVISION, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. No rejoinder of any OWNER or any mortgage of any LOT shall be required in the establishment of any such additional easements. All OWNERS hereby irrevocably appoint the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

7. Easements and Restrictions of Record: The SUBJECT PROPERTY of the SUBDIVISION is subject to all the restrictions, reservations and easements which have been placed on record prior to the recording of this DECLARATION.

ARTICLE VIII MAINTENANCE

1. RESPONSIBILITY OF THE ASSOCIATION:

(a) The ASSOCIATION shall have the responsibility for maintaining and operation of the common areas. The COMMON AREAS include, but are not limited to, the interior roadways, excluding those in front of each LOT (driveways), all drainage easements, surface water management system (sewers), and the entry roadway, including adjoining swale, and the sidewalks in front of the LOTS. Maintenance and operation within the meaning of this subparagraph shall include any mowing, irrigating, trimming, edging, fertilizing, cleaning, paving or spraying as may be determined by the ASSOCIATION to be in the best interests of the OWNERS within the SUBDIVISION. The ASSOCIATION may do other things and take such other actions as may reasonably be necessary to promote the health, welfare and safety of ASSOCIATION MEMBERS.

(b) The ASSOCIATION shall maintain all utility services not owned by any governmental authority or utility company, with the exception of any utility services located within any LOT, which serve only the LOT.

(c) The ASSOCIATION shall have the responsibility of installing, operating and maintaining the Surface Water Management System in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the Surface Water Management System shall not be interfered with, changed or altered except pursuant to permits and with the prior approval issued by the controlling governmental authority.

(d) The ASSOCIATION shall have the right to maintain such other areas within the SUBDIVISION as it determines is in the best interests of the OWNERS, and the costs associated with such maintenance shall be deemed as a COMMON EXPENSE shared by all members of the ASSOCIATION.

2. RESPONSIBILITY OF LOT OWNER:

(a) Exterior Building Maintenance: The OWNER shall maintain the exterior of all buildings. Such maintenance shall include the re-shingling of the roof, repainting of fascia boards, exterior walls, shutters, trim and eaves.

(b) Planting and Maintenance of Shrubbery and Landscaping: The OWNER shall maintain and replace, when necessary, all shrubbery, lawn, swale and landscaping on or in front of his LOT, including spraying, fertilizing, mowing, edging, trimming and irrigating. In the event that the OWNER shall fail to maintain the foregoing in a manner determined to be in the best interests of all members of the ASSOCIATION, or that same shall be damaged as a result of the OWNER's use or neglect, then the ASSOCIATION shall have the right to take any and all measures as may be necessary to return the grounds to a properly maintained condition. Furthermore, the OWNER shall be liable to the ASSOCIATION for the full reasonable costs of all required labor and replacement of sod, grass or other landscaping materials. In this regard the ASSOCIATION shall be governed by the principal that all lawns, landscaping and swale shall be fully maintained free from unsightly bald spots and dead grass and should be uniform in texture and appearance with surrounding lawns in the SUBDIVISION. The ASSOCIATION shall have the right to record a lien against the subject property and enforce same as provided for in this Declaration. The OWNER shall also have the responsibility for the care and maintenance of his private driveway so that the driveway is kept free from excessive oil and grease stains and other unsightly deposits.

(c) Negligence: An OWNER shall be liable and shall be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by the use, misuse, occupancy or abandonment of a LOT or the COMMON AREAS.

(d) Responsibility of an OWNER for Occupants, Tenants, Guests and Invitees. Each OWNER shall be responsible for, indemnify, and hold the ASSOCIATION harmless, for any and all acts and omissions, whether negligent or willful, of any person residing in his IMPROVED LOT, for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BY-LAWS, by any resident of any IMPROVED LOT any guest or invitee of an OWNER or any resident of an IMPROVED LOT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

(e) Right of ASSOCIATION to Evict Tenants, Occupants, Guests, and Invitees. With respect to any person present in any IMPROVED LOT or any portion of the SUBDIVISION, other than an OWNER and the members of his immediate family permanently residing with him in the

IMPROVED LOT, if such person shall materially violate any provision of the DECLARATION, the ARTICLES, or the BY-LAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the resident of the SUBDIVISION, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such persons shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to compel the persons to leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such persons from returning. The expense of any such action, including attorneys' fees, may be assessed against such persons as was present on SUBJECT PROPERTY, and the ASSOCIATION may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by an owner or a member of his immediate family residing with him in the IMPROVED LOT.

ARTICLE IX
NUISANCES AND REMOVAL THEREOF

All IMPROVED LOTS and the COMMON AREAS shall be kept free from nuisances, noxious conditions, and in a clean and tidy condition and free of conditions offensive to the eye and/or ear of permitting foul or obnoxious odors, and all structures and improvements built upon such IMPROVED LOTS, including the COMMON AREAS and appurtenances thereto, shall be kept in good condition, repair and appearance by the OWNERS of each IMPROVED LOT and by the ASSOCIATION for the COMMON AREAS. No IMPROVED LOT shall be used in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties and such activity may be enjoined by the ASSOCIATION, or the OWNERS on any IMPROVED LOT.

ARTICLE X
SETBACK RESTRICTIONS

Subject to the exceptions mentioned hereinabove, no building or any part thereof, may project beyond the setback lines, as set forth in the prevailing zoning regulations.

ARTICLE XI
TAXES, INSURANCE, ASSESSMENTS AND LIENS

The OWNER of each IMPROVED LOT is hereby made liable to the ASSOCIATION for a pro rata share on the actual cost (including taxes and insurance) of the operation, management, administration of and for the maintenance of the COMMON AREAS and all other expenses of the ASSOCIATION, including but not limited to, the cost of maintaining the COMMON AREAS as described in the ARTICLE VII. The annual budget of the ASSOCIATION shall be prepared by the ASSOCIATION and circulated to the ASSOCIATION members a minimum of thirty days (30) prior to its adoption.

The ASSOCIATION shall be responsible for and pay all real estate taxes and special assessments levied against the COMMON AREAS as herein provided.

The ASSOCIATION shall be responsible for and pay for all insurance premiums of any nature that would apply to the COMMON AREAS including (but not limited to windstorm, fire, and extended coverage and liability insurance).

To accomplish any and all of the foregoing, the ASSOCIATION may assess each IMPROVED LOT to the extent of the annual budget for such purposes. The OWNER of any IMPROVED LOT shall be obligated to pay a proportionate share of the cost of the foregoing services and other charges or fees otherwise provided for in the Articles of Incorporation and BY-LAWS of the ASSOCIATION, whether or not the obligation to make such payment is specifically expressed in any deed or other conveyance of the title to such IMPROVED LOT. The setting forth of services to be provided by the ASSOCIATION is merely an expression of the general type of services to be provided and any other cost reasonably incurred by the ASSOCIATION shall be assessed pro-rata against the IMPROVED LOTS. The method of assessment and creation and enforcement of assessments and liens shall be specifically provided for in the BY LAWS of the ASSOCIATION; provided however, that the ASSOCIATION shall have and is hereby given a lien on each IMPROVED LOT for the amount of any unpaid assessment, and interest thereon at the rate of twelve percent (12%) per annum from the date the same is past due until paid, and the said lien may be enforced in the same manner as a mortgage, thereon may be foreclosed; provided, further, however, that any lien created pursuant to this DECLARATION OF COVENANTS AND RESTRICTIONS or the BY-LAWS of the ASSOCIATION in the official records of Broward County, Florida, making specific references to the DECLARATION OF COVENANTS AND RESTRICTIONS.

The amount of the initial assessment against each IMPROVED LOT described herein shall be determined in accordance with the proposed budget attached hereto as EXHIBIT A, and made a part hereof. Said assessment in the amount determined as above shall be payable in advance on or before the first day of each month and of each and every month thereafter, which amount is subject to change by the ASSOCIATION from time to time as said ASSOCIATION may deem necessary to carry out its responsibilities and services as set forth herein. The ASSOCIATION shall have the right to impose upon the OWNER a reasonable penalty for late payment of the monthly assessment. The assessment in effect at the time of the conveyance of any IMPROVED LOT to a purchaser thereof shall be paid by the purchaser to the ASSOCIATION at the time of closing pro rata for the balance of the month in which closing takes place.

Each OWNER agrees to pay to the ASSOCIATION all court costs and reasonable attorneys' fees incurred by the ASSOCIATION in enforcing the provisions hereof against such OWNER.

Special Assessments for Repairs, etc. In order to assure that the SUBDIVISION will be maintained as a community of high standards, quality and beauty, each OWNER is required to maintain the exterior of the LOT OWNER's home and yard area in such a manner so as to prevent the same from falling into a state of disrepair. The maintenance shall include, but not be limited to re-shingling of the roof, repainting of fascia boards, exterior walls, shutters, trim and eaves,

mowing, fertilizing and spraying of lawn and the replacement of dead sod, and resurfacing of driveways as necessary. If, in the opinion of the majority of the ASSOCIATION, the LOT OWNER has failed to maintain the home and lawn as provided herein, the ASSOCIATION is authorized to contract to have the necessary repairs and/or maintenance done to the home, after formal notification to said LOT OWNER of a thirty (30) day written notice to the property address or the last known address of the LOT OWNER, advising same of failure to comply with the above provisions and the intent of the ASSOCIATION to take the necessary actions to effect needed repairs to the IMPROVED LOT. Failure of the LOT OWNER to correct the violation(s) within twenty (20) days of mailing said notice shall give the ASSOCIATION the right, but not the obligation, to enter upon the premises and correct the specified violations. The ASSOCIATION will have the right to assess the LOT OWNER for the full cost of any services performed pursuant to this paragraph. For the purpose of enforcing the provisions of this section, no entry upon the premises of the IMPROVED LOT by the ASSOCIATION, or their designated contractors, shall be deemed to be a trespass or invasion of privacy. The IMPROVED LOT OWNER expressly agrees to the terms and conditions of the foregoing paragraph.

ARTICLE XII
COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS

In order to induce INSTITUTIONAL LENDERS, as herein defined to, make individual mortgage loans upon IMPROVED LOTS, the ASSOCIATION'S right to assess an IMPROVED LOT, or to impress a lien upon an IMPROVED LOT (as provided for in ARTICLE XI above), the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure, or deed in lieu of foreclosure, shall be abated with respect to that portion of the assessment relating to the operation and maintenance of the COMMON AREA so long as said INSTITUTIONAL LENDER retains said title. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure, or deed in lieu of foreclosure, or when such IMPROVED LOT is under Lease, the ASSOCIATION'S right to make full assessments, including assessments relating to the operation and maintenance of the COMMON AREAS, against such IMPROVED LOTS and its right to impress a lien thereon shall be fully restored (except that no such assessment or lien shall be for the purposes of defraying the cost of any work or services with respect to the operation or maintenance of the COMMON AREAS undertaken by the ASSOCIATION during the period of time or prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER and the ASSOCIATION'S duties and obligations with respect to said IMPROVED LOT shall be restored.

ARTICLE XIII

A **NOTICE TO ASSOCIATION**

Notice to the ASSOCIATION or requests for approval of plans, specifications and locations of buildings or signs shall be in writing and delivered or mailed to the ASSOCIATION at its principal place of business as shown by the Secretary of State of the State of Florida.

B. NOTICE TO OWNER OF IMPROVED LOT

Notice to any IMPROVED LOT OWNER of a violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage paid, to the OWNER at the address shown on the records of the ASSOCIATION.

ARTICLE XIV
GENERAL PROVISIONS

A. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and inure to the benefit of and be enforceable by the ASSOCIATION, or any IMPROVED LOT OWNER, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date thereof, and after such period of twenty-five (25) years, the same shall continue in effect automatically until there shall be recorded among the official records of Broward County an instrument executed by seventy five percent (75%) of all IMPROVED LOT OWNERS canceling and revoking the same. In the event the ASSOCIATION shall be dissolved, as provided for herein, the COMMON AREAS shall be dedicated to the appropriate governmental entity. If said dedication shall be refused then the COMMON AREAS shall be conveyed to another non-profit organization with similar purpose.

B. Amendment: This Declaration may be amended at any time and from time to time at the discretion of the ASSOCIATION. No amendment shall affect the lien of any mortgage then encumbering any part of the SUBDIVISION. Any amendment which would affect the surface water management system shall have the prior approval of the South Florida Water Management District.

C. Enforcement: The ASSOCIATION or any IMPROVED LOT OWNER shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, or to recover damages, against the land to enforce any lien created by these covenants. In addition to the foregoing right the ASSOCIATION, after giving twenty (20) days written notice of any violation to the violating party, said written notice to be effective upon mailing, shall have the right to enter upon any property whenever there shall have been built upon such property, subject to these restrictions, any structure which is in violation thereof, or upon which any violation of these restrictions may exist or be permitted to exist, and summarily abate or remove the same at the expense of the IMPROVED LOT OWNER, and such entry and abatement or removal shall not be deemed a trespass and the cost of thereof shall be a lien in favor of the ASSOCIATION, imposed and enforceable as provided herein. The failure of the ASSOCIATION or any IMPROVED LOT OWNER to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

The IMPROVED LOT OWNER expressly agrees to the terms and conditions of the foregoing paragraph.

D. IMPROVED LOTS to remain so classified: Once a LOT becomes an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and

liens set forth in these restrictions so long as these restrictions shall remain in effect, even though said improvements thereon may be destroyed by any cause.

E. Severability: Invalidation of any one or more of these covenants or restrictions by judgment, Court Order, or Florida law shall in no way effect any other provision hereof, which shall remain in full force and effect.

F. Redress of Grievances: In the event that a member or group of members of the ASSOCIATION determine that a grievance, either real or perceived, exists then the following actions will be undertaken:

1. The offended party or parties shall file a formal "Redress of Grievance" which will be delivered to any member of the current Board of Trustees of the ASSOCIATION.

2. Upon receipt of the formal "Redress of Grievance" by the Board of Trustees of the ASSOCIATION, the aforesaid Board of Trustees will have thirty (30) days to review the grievance and render a judgment, in writing, to the aggrieved party or parties.

3. Upon receipt of the judgment rendered by the Board of Trustees of the ASSOCIATION, the aggrieved party or parties has fifteen (15) days to review the judgment and either agree or disagree with said judgement.

4. In the event that the aggrieved party or parties disagree with the judgment rendered by the Board of Trustees of the ASSOCIATION then the issue can be pursued by the aggrieved party or parties at the next scheduled meeting of the ASSOCIATION membership. The ASSOCIATION membership can vote as to final resolution of the issue, seventy five percent (75%) of all members attending, to resolve the issue in favor of the aggrieved party or parties, or to support the judgment of the Board of Trustees of the ASSOCIATION. All parties agree that such vote will be the final arbitration of the issue.

G. Headings: The headings contained herein are for the ease of reference only, and do not constitute substantive provisions to this instrument.

H. Precedence: This document shall take precedence over all previous iterations of By-Laws developed for SUBDIVISION Parkwood VI.

I. Declaration: This Declaration shall become effective upon recordation in the official records of Broward County, Florida.