

*Starlight Cove*

*Property Owners' Association*



# Starlight Cove Property Owners' Association, Inc.

(a) Articles of Incorporation

(b) Bylaws

(c) Declaration of Covenants and  
Restrictions

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Receipt of Starlight Cove Property Owners' Association, Inc. Organizational Documents

Name .....

Address .....

Date .....

Name of Salesman .....

STARLIGHT COVE  
PROPERTY OWNER'S ASSOCIATION BUDGET

YEAR 1

Property Taxes	\$ 1,500
Liability Insurance	\$ 5,000
Lake Maintenance	\$12,000
Stationary & Supplies/Mailing	\$ 940
Total Yearly Expenses	\$19,440



FLORIDA DEPARTMENT OF STATE  
George Firestone  
Secretary of State

D.W. McKinnon, Director  
Division of Corporations  
904/488-9636

Mrs. Nettie Sims, Chief  
Bureau of Corporate Record  
904/488-938

July 30, 1984

Richard E. Locke  
General Development Corporation  
1111 S Bayshore Drive  
Miami, FL 33131

Dear Mr. Locke:

The Articles of Incorporation for STARLIGHT COVE PROPERTY OWNERS' ASSOCIATION, INC. were filed on July 27, 1984, and assigned charter number N04409. Your check for \$38.00 covering the various fees has been received.

Enclosed is a certified copy of the articles.

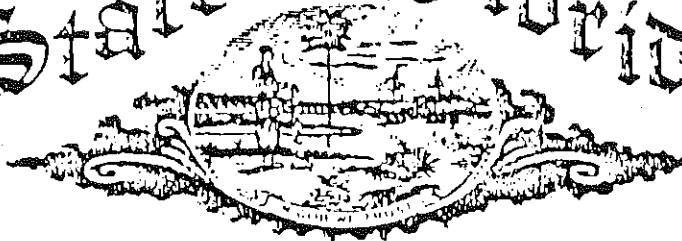
Should you have any questions regarding this matter, please telephone (904) 488-9005, the Non-Profit Filing Section.

Sincerely,

D. W. McKinnon, Director  
Division of Corporations

DWM:br

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of STARLIGHT COVE PROPERTY OWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 27, 1984, as shown by the records of this office.

The charter number of this corporation is N04409.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
30th day of July, 1984.



A handwritten signature in black ink, appearing to read 'George Firestone'.

George Firestone  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
STARLIGHT COVE  
PROPERTY OWNERS' ASSOCIATION, INC.

FILED  
NOV 3 1981  
MIRAMONTE  
COUNTY  
FLORIDA

The undersigned Incorporator hereby makes, subscribes, acknowledges, and files the following Articles for the purpose of forming a non-profit corporation under the laws of the State of Florida.

ARTICLE I - NAME.

The name of this Corporation is Starlight Cove Property Owners' Association, Inc..

ARTICLE II - PURPOSES.

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the property owners in those certain lots or blocks of land more particularly described in Schedules "A", and "B" attached hereto and incorporated herein by reference and situated in that certain subdivision plat entitled Village of Hillsboro Section Two, a subdivision according to the plat thereof, as recorded in Plat Book 108, Page 12 of the Public Records of Broward County, Florida, and such additions thereto as may hereafter be provided in Article X herein, hereinafter referred to as "The Properties", and for this purpose to:

A. Own, acquire, operate and maintain for the benefit of property owners the property hereinafter referred to as the "Common Properties" described in Schedule "B" attached, together with any buildings or other improvements that may be constructed thereon, including but not limited to:

parks, playgrounds, lakes, commons, open spaces, and private streets, if any; and,

B. Maintain unkempt lands or trees; and,

C. Fix and collect assessments (or charges) to be levied against The Properties; and,

D. Enforce any and all covenants, restrictions and agreements applicable to The Properties; and,

E. Pay taxes and insurance on the Common Properties and facilities; and,

F. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

ARTICLE III - MEMBERSHIP.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by Starlight Cove Property Owners' Association, Inc., shall be a member of the Association from the date such member acquires title to his Lot, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

ARTICLE IV - TERM.

This Corporation shall have perpetual existence.

ARTICLE V - THE INCORPORATOR.

The name and address of the Incorporator is:

FIVE STAR HOMES, INC.  
1111 South Bayshore Drive  
Miami, FL 33131

ARTICLE VI - OFFICERS.

The officers shall be a president, a vice president, a secretary, an assistant secretary, and a treasurer, and such other officers as may be determined by the Board of Directors. The president shall be a member of the Board of Directors. The officers shall be chosen by majority vote of the directors. All officers shall hold office at the pleasure of the Board of Directors.

<u>NAME</u>	<u>ARTICLE VII - INITIAL OFFICE</u>	<u>OFFERS. ADDRESS</u>
William H. McQuillan	President	1111 South Bayshore Drive Miami, Florida 33131
Tore T. DeBella	Vice President	1111 South Bayshore Drive Miami, Florida 33131
Nancy H. Roen	Secretary	1111 South Bayshore Drive Miami, Florida 33131
Peter L. Breton	Asst. Secretary	1111 South Bayshore Drive Miami, Florida 33131
Harold W. Fenno	Treasurer	1111 South Bayshore Drive Miami, Florida 33131

#### ARTICLE VIII - BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who need not be members of the Association. The initial Board of Directors shall consist of three Directors who shall hold office until the termination of the Class "B" Membership and until the election of their successors at a meeting of members, or until their prior resignation. Upon the termination of the Class "B" Membership, as hereinafter provided in Article XI hereof, the Board of Directors shall consist of at least three (3) members, each of whom shall serve for a one-year term. The Board may be increased in size up to nine (9) members at the discretion of a majority of the initial Board of Directors. However, the Board shall at all times contain an odd number of members.

The names and addresses of those persons who are to act as initial Directors until their prior resignation or the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
William H. McQuillan	1111 South Bayshore Drive Miami, Florida 33131
Saul J. Sack	1111 South Bayshore Drive Miami, Florida 33131
Harold W. Fenno	1111 South Bayshore Drive Miami, Florida 33131

#### ARTICLE IX - INITIAL REGISTERED OFFICE, ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Corporation shall be at 1111 South Bayshore Drive, Miami, Florida 33131, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Saul J. Sack.

#### ARTICLE X - BY-LAWS.

The First By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors, Members and the Developer in the manner provided in the By-Laws and the Declaration of Covenants and Restrictions.

#### ARTICLE XI - VOTING RIGHTS.

Starlight Cove Property Owners' Association, Inc., shall have two classes of voting membership:

CLASS A. Class A Members shall be all those owners as defined in Article III, with the exception of FIVE STAR HOMES, INC., the Developer. Class A Members who are current in the payment of their maintenance assessments shall be entitled to one vote for each Lot in which they hold the interests required for membership by Article III. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such

Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

CLASS B. The Class B members shall be the Developer. The Class B member shall be entitled to two and one-third (2 1/3) votes for each lot in which it holds the interests required for membership by Article III, provided that the Class B membership shall cease and become converted to Class A membership with all voting rights of Class A membership on the happening of the following event:

When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

From and after the happening of this event, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Article III.

Likewise, upon the happening of this event, or at such earlier date as the Developer may determine, a meeting of members shall be called for the purpose of electing officers and directors, the then officers and directors shall submit their written resignations, the Class "A" members shall elect their own officers and directors and assume control of the Corporation. Provided, however, that so long as Five Star Homes, Inc. is the owner of one Lot in the said subdivision, it shall be entitled to elect one member of the Board of Directors.

#### ARTICLE XII - ADDITIONS TO PROPERTIES.

Additions to The Properties described in Article II may be made only in accordance with provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this Corporation to such addition and must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

#### ARTICLE XIII - MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the recorded covenants and restrictions applicable to The Properties described in Article II, and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

#### ARTICLE XIV - MORTGAGES; OTHER INDEBTEDNESS.

The Corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the Corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

#### ARTICLE XV - QUORUM FOR ANY ACTION GOVERNED BY ARTICLES XII, XIII AND XIV OF THESE ARTICLES.

The quorum required for any action governed by Articles XII, XIII, and XIV of these Articles shall be as follows:

At the first meeting duly called for such purpose, as provided in the notice of such meeting, the presence of members, or of proxies, entitled to cast sixty (60%) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the thirty (30) days' notice requirements set forth in said Articles, and at the subsequent meeting, the presence of members or of proxies, entitled to cast thirty (30%) percent of all votes of each class of membership shall constitute a quorum; provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.



ARTICLE XVI - QUORUM FOR OT ACTIONS.

Except as provided in Article XV hereof, the presence at the meeting of members entitled to cast or of proxies entitled to cast one-third (1/3) of the combined votes of both classes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the By-Laws of this Corporation.

ARTICLE XVII - DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY.

The Corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE XVIII - DISSOLUTION.

The Corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds (2/3) of each class of membership. Written notice of a proposal to dissolve, setting forth the reasons thereof and the disposition to be made of the assets (which shall be consonant with Article XIX hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XIX - DISPOSITION OF ASSETS UPON DISSOLUTION.

Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation.

No disposition of Starlight Cove Property Owners' Association, Inc., properties shall be effective to divest or diminish any right or title to any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

IN WITNESS WHEREOF, the Incorporator has affixed its authorized signatures and seal this 24<sup>th</sup> day of July, 1984.

FIVE STAR HOMES, INC.

Tore T. DeBella (Seal)  
TORE T. DeBELLA  
SENIOR VICE PRESIDENT

Saul J. Sack (Seal)  
SAUL J. SACK  
Secretary

STATE OF FLORIDA )  
COUNTY OF DADE ) ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 1984, by Tore T. DeBella and Saul J. Sack, Senior Vice President and Secretary, respectively, of the Corporation, on behalf of the Corporation.

Harold Wilson  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES  
I SHOULD HAVE BEEN MORE CAREFUL

SCHEDULE "A"  
Existing Property  
Starlight Cove Property Owners' Association, Inc.  
All Lying and Being in the Plat Entitled  
Village of Hillsboro Section Two, as recorded in  
Plat Book 108, Page 12  
of the Public Records of  
Broward County

All lots, blocks and tracts  
described in said Plat.

SCHEDULE "B"

Common Properties of  
Starlight Cove Property Owners' Association, Inc.  
All Lying and Being in the Plat Entitled  
Village of Hillsboro Section Two, as recorded in  
Plat Book 108, Page 12  
of the Public Records of  
Broward County:

Tract C of the Plat entitled Village of Hillsboro Section Two, according to the plat thereof, as recorded in Plat Book 108, Page 12 of the Public Records of Broward County;

AND

Two Parcels of Land, being a portion of Village of Hillsboro Section Two, according to the plat thereof, recorded in Plat Book 108, Page 12 of the Public Records of Broward County, and labeled "Private Lake" on said plat.

The North Lake lying in Block 15 of said plat and more particularly described as follows:

Begin at the Southeast corner of Lot 1 of said Block 15; thence N 89°37'04" E along the southerly boundary line of Lots 2 through 6 of said Block 15 for 355.12 feet; thence S 05°23'49" E along the westerly boundary line of Lots 7 through 10 of said Block 15 for 200.36 feet; thence S 89°37'04" W along the northerly boundary line of Lots 12 and 13 of said Block 15 for 106.71 feet to a point of curvature; thence westerly along the northerly boundary line of Lots 12 through 15 of said Block 15 and the arc of said curve to the left having a radius of 344.45 feet and a central angle of 11°53'15" for an arc distance of 175.20 feet; thence N 30°55'00" W along the easterly boundary line of Lots 16 and 17 of said Block 15 for 37.89 feet to a point of curvature; thence northerly along the easterly boundary line of Lots 17 through 19 and the arc of said curve to the right having a radius of 630.00 feet and a central angle of 18°00'30" for an arc distance of 199.69 feet to the point of beginning.

Said land lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 1.537 acres (66,970 Square Feet) more or less.

TOGETHER WITH

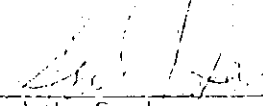
The South Lake lying in Block 11 of said plat and more particularly described as follows:

Begin at the southeast corner of Lot 47 of said Block 11; thence S 05°23'49" E along the westerly boundary line of Lots 1 through 4 for 192.96 feet to a point of curvature; thence southwesterly along the boundary line of Lots 4 through 7 of said Block 11 and the arc of a curve to the right having a radius of 100.00 feet and a central angle of 94°28'49" for an arc distance of 164.90 feet; thence S 89°05'00" W along the northerly boundary line of Lot 7 of said Block 11 for 2.17 feet; thence N 00°55'00" W along the easterly boundary line of Lot 9 for 50.99 feet to a point of curvature; thence northwesterly, westerly and southwesterly along the boundary line of Lots 9 through 13 of said Block 11 and the arc of said curve to the left having a radius of 160.00 feet and a central angle of 180°00'00" for an arc distance of 502.65 feet; thence S 00°55'00" E along the westerly boundary line of Lot 13 of said Block 11 for 50.99 feet; thence S 89°05'00" W along the northerly boundary line of Lots 15 and 16 of said Block 11 for 67.50 feet to a point of curvature; thence westerly along the northerly boundary line of Lots 16 through 20 and the arc of said curve to the left having a radius of 1,230.00 feet and a central angle of 14°43'30" for an arc distance of 339.24 feet; thence N 15°38'30" W along the easterly boundary line of Lot 34 of said Block 11 for 27.61 feet; thence N 59°05'00" E along the southerly boundary line of Lots 35 through 42 for 487.61 feet to a point of curvature; thence northeasterly along the southerly boundary line of Lots 42 through 46 and the arc of said curve to the right having a radius of 554.45 feet and a central angle of 30°32'04" for an arc distance of 295.43 feet; thence N 89°37'04" E along the southerly boundary line of Lots 46 and 47 for 132.15 feet to the Point of Beginning.

Said land lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 2.574 acres (112,108 Square Feet) more or less.

ACKNOWLEDGEMENT

Having been named in Article IX of the Articles of Incorporation of St. Light Cove Property Owners' Association, Inc. to accept service of process for the abovesaid corporation, at the place designated in said Articles, I hereby accept to do so in that capacity.

  
Saul J. Sack

Date: July 24, 1984

FILED  
JUL 27 3 12 PM '84  
TALLAHASSEE, FLORIDA

BY-LAWS  
OF  
STARLIGHT COVE  
PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I.  
Definitions

Section 1. "Association" shall mean and refer to Starlight Cove Property Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to: Those certain lots or parcels of land described in Schedule "A" attached hereto.

Section 3. "Common Properties" shall mean and refer to the properties described in Schedule "B" attached hereto, together with any building or improvements that may be constructed thereon, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties to be designated as the Common Properties.

ARTICLE II  
Location

Section 1. The principal office of the Association shall be located at 1111 South Bayshore Drive, Miami, Florida 33131.

ARTICLE III  
MEMBERSHIP

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

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject as recorded in O/R Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Broward County, Florida.

Section 3. The membership rights, including voting rights, of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid including loss of voting rights; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon as provided in Article IX,

Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

#### Article IV. Voting Rights

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

CLASS A. Class A Members shall be all those owners as defined in Article III, Section 1, with the exception of the Developer. Class A Members who are current in the payment of their maintenance assessments shall be entitled to one vote for each Lot in which they hold the interests required for membership by Article III, Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B members shall be the Developer. The Class B member shall be entitled to two and one-third (2 1/3) votes for each lot in which it holds the interests required for membership by Article III, Section 1, provided that the Class B membership shall cease and become converted to Class A membership with all voting rights of Class A membership on the happening of the following event:

When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

From and after the happening of this event, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Article III, Section 1.

Section 2. Turnover. Likewise, upon the happening of this event, or at such earlier date as the Developer may determine, a meeting of Members shall be called for the purpose of electing officers and directors, the then officers and Directors shall submit their written resignations, the Class A Members shall elect their own officers and directors and assume control of the Association. Provided, however, that so long as General Development Corporation is the owner of one Lot or Living Unit in the said subdivision, it shall be entitled to elect one Member of the Board of Directors.

The Developer can, in its sole discretion, turn over control of the Association to Members by calling a meeting for the election of directors prior to the time it owns fewer than 25% of the Lots, in its sole discretion, by causing all of its appointed directors to resign.

At such time as the Developer's directors resign or the Developer is otherwise obligated to turn over control of the Association or call a meeting of Members for the election of directors, it shall be the affirmative obligation of the Members to elect directors and assume control of the Association. Provided at least 30 days' notice of Developer's decision to cause its directors to resign or to hold the first meeting for the election of directors is given to Members, neither the Developer nor such directors shall be liable in any manner in connection with such resignations even if the Members refuse or fail to assume control or to attend such meeting.

Within a reasonable time after Members first elect the Board of Directors of the Association (but not more than 30 days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property to be owned or controlled by the Association then held by or controlled by the Developer. Notwithstanding the foregoing, the Developer may vote in respect of its Lots at all meetings of Members whether annual or special.

#### Article V.

#### Property Rights and Rights of Enjoyment of Common Property

Section 1. Except as otherwise provided in the Declaration of Covenants and Restrictions, each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by deed of dedication and Article IV, Declaration of Covenants and Restrictions applicable to The Properties, but subject to the provisions of Article III, Section 3 hereof, the rights and privileges of each such Member are subject to suspension.

Section 2. Any Member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the Member.

#### Section 3. Party Walls

a. General Rule of Law to Apply. Each wall which is built as a part of the original construction of a cluster home or a multi-family structure upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has

used the wall may restore it, and if the other Owner thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VI. Association Purposes and Powers

Section 1. The Association has been organized for the following purposes:

To promote the health, safety and welfare of the residents in Article I and such additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided in Article XII of the Articles of Incorporation and herein in Section 2, hereafter referred to as "The Properties", and for this purpose to:

a. Own, acquire, build, operate and maintain certain areas for the benefit of Property Owners, including but not limited to: drainage areas, commons, greenbelts, open spaces, streets, buildings, structures and personal properties incident thereto, hereinafter collectively referred to as the "Common Properties";

b. Maintain unkempt lands or trees;

c. Fix and collect assessments (or charges) to be levied against The Properties including maintenance charges for drainage areas;

d. Enforce any and all covenants, restrictions and agreements applicable to The Properties;

e. Pay taxes and insurance, if any, on the Common Properties and facilities;

f. maintain grounds of the common area including mowing, fertilizing, insecticides, etc.;



- g. Clean and maintain parking lot, if applicable;
- h. Remove waste from common areas;
- i. Maintain perimeter wall, if applicable;
- j. Pay the utilities costs for common areas including water, sewer and electricity;
- k. Pay for other miscellaneous services which may be required, such as exterminating services, security system maintenance and fire extinguisher services;
- l. Maintain a reserve for future maintenance and repairs;
- m. Maintain the private streets and roads, if any;
- n. Maintain all drainage areas;
- o. Maintain pool, if applicable, including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps, etc.;
- p. Maintain air conditioning of recreation building, if applicable;
- q. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

Section 2. Additions to The Properties. Additions to The Properties described in Article I may be made only in accordance with the provisions of the recorded Declaration of Covenants and Restrictions applicable to said properties. Such additions, when properly made under the applicable Declaration of Covenants and Restrictions, shall extend the jurisdiction, functions, duties, and membership of this Association to such properties. Where the applicable covenants require that certain additions be approved by this Association, such approval must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 3. Mergers and Consolidations. Subject to the provisions of the recorded Declaration of Covenants and Restrictions applicable to the properties described in Article I, Sections 2 and 3, and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 4. Mortgages - Other Indebtedness. The Association shall have power to mortgage its properties only to the extent authorized under the recorded Declaration of Covenants and Restrictions applicable to said properties. The total debts of the Association including the principal amount of such mortgages outstanding at any time shall not exceed the total of two year's assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 5. Dedication of Properties or Transfer of Function to Public Agency or Utility. The Association shall have the power to dispose of its real properties only as authorized under the recorded Declaration of Covenants and Restrictions applicable to said properties.

Article VII.  
Board of Directors

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who need not be members of the Association. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the termination of the Class "B" Membership and until the election of their successors at a meeting of members, or until their prior resignation. Upon the termination of the Class B Membership, as hereinafter provided in Article IV hereof, the Board of Directors shall consist of at least 3 members, each of whom shall serve for a one-year term. The Board may be increased in size up to 9 members at the discretion of a majority of the initial Board of Directors. However, the Board shall at all times contain an odd number of members.

The names and addresses of those persons who are to act as Directors for one year and until their prior resignation or the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
William H. McQuillan	1111 South Bayshore Drive Miami, Florida 33131
Saul J. Sack	1111 South Bayshore Drive Miami, Florida 33131
Harold W. Fenno	1111 South Bayshore Drive Miami, Florida 33131

Section 2. Vacancies in the Board of Directors shall be filled by appointment by the other directors at a special meeting duly called for that purpose. Such appointed Director shall serve until the next annual meeting of Members.

Section 3. So long as the Developer is the owner of a lot in the subdivision, it shall be entitled to elect or appoint one member to the Board of Directors.

Article VIII.

Election of Directors by the Class "A" Members:  
Their Nominating and Election Committees

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded Declaration of Covenants and Restrictions applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The first Nominating Committee shall be appointed by the initial Board of Directors no less than thirty (30) days prior to the first meeting of the Class "A" Members. Thereafter the Nominating Committee shall be appointed by the Board of Directors at its annual meeting held subsequent to each annual meeting of Members to serve from the close of such annual meeting until the close of the next annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers, as the Committee in its discretion shall determine. Nominations shall be placed on written ballot as provided in Section 5, and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to Members.

Section 5. All elections to the Board of Directors shall be made on a secret written ballot which shall:

- a. Describe the vacancies to be filled; and,
- b. Set forth the names of those nominated by the Nominating Committee for such vacancies; and,
- c. Contain space for a write-in vote by the Members.

Such ballot shall be mailed to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall

exercise on any one ballot only one vote for each vacancy shown thereon. There shall be no cumulative voting. All voting shall be by secret ballot.

Section 7. Vacancies and Removal.

a. Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer shall be filled by the Developer without the necessity of any meeting.

b. Any Director, except the Director elected or appointed by the Developer, may be removed with or without cause by concurrence of a majority of the votes of the Members at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting. If such Director was appointed by the Developer, the Developer shall appoint another Director without the necessity of any meeting.

c. Provided, however, that until a majority of the Directors are elected by the Members other than the Developer, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

Article IX.

Powers and duties of the Board of Directors

Section 1. The Board of Directors shall have power:

a. To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Article XIII, Section 2.

b. By majority vote to appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever

c. To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2, in Article VI and elsewhere in the By-Laws and Declaration of Covenants and Restrictions.

d. To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests thereon.

e. To exercise for the Association all powers, duties and authorities vested in or delegated to this Association, except those reserved to the meeting or to Members in the Declaration of Covenants and Restrictions.

f. In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership.

b. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c. As more fully provided in Article V of the Declaration of Covenants and Restrictions applicable to The Properties:

i. To fix the amount of the assessment against each Lot, (property) for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

ii. To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and, at the same time;

iii. To send written notice of each assessment to every owner subject thereto;

iv. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Article X.  
Directors' Meeting

Section 1. After "turnover" of control of the Association by the Developer, the annual meeting of the Board of Directors shall be held as soon after the annual meeting of Members as is feasible. Provided that the Board of Directors may, by resolution, change the day and hour of holding such annual meeting.

Section 2. Notice of such annual meeting is hereby dispensed with. If the day for the annual meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors will be held when called by an officer of the Association or by any two directors after not less than three (3) days' notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

#### Article XI. Officers

Section 1. The officers shall be a president, a vice-president, a secretary, a treasurer, and such other officers as may be determined by the Board of Directors. The president shall be a member of the Board of Directors and shall act as Chairman thereof. Other officers may be, but are not required to be, members of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the directors.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of Members and of the Board of Directors, shall see that orders and resolutions of the Members and of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The Vice-President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members (See Article XIII, Section 3). An Assistant Secretary may be appointed by the Board of Directors to perform the duties of the Secretary in his absence.

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits

of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice-President.

Section 8. The Treasurer shall keep proper books of account for the Association and shall prepare an annual statement of cash receipts and disbursements as of the end of each fiscal year, such statement to be presented to the membership at its regular annual meeting.

The Board of Directors will ensure that an annual review of the books of account is conducted through a committee comprised of three Members of the Association who will be appointed by the Board of Directors, except that the Treasurer cannot be a member of the committee. A written report on the results of the review will be submitted to the Board of Directors within sixty days of the end of the fiscal year.

Section 9. Indemnification of Officers and Directors. Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including legal fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 when 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 will apply only in the event that the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

#### Article XII. Committees

Section 1. After "turnover" of control of the Association by the Developer, the Standing Committees of the Association shall be:

The Nominations Committee  
The Maintenance Committee  
The Environmental Control Committee  
The Publicity Committee  
The Audit Committee  
The Recreation Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors subsequent to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Environmental Control Committee. The Environmental Control Committee shall have the duties and functions described in Article VI of the Declaration of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 4. The Publicity Committee. The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 5. The Audit Committee. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI. The Treasurer shall be ex officio a member of the Committee.

Section 6. With the exception of the Nominations Committee and the Environmental Control Committee (but then only as to those functions that are governed by Article VI of the Declaration of Covenants and Restrictions applicable to The Properties), each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 7. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

Section 8. The Recreation Committee. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

### Article XIII. Meeting of Members

Section 1. Notwithstanding anything to the contrary herein stated, no meeting of Members shall be held until the first meeting for the election of Directors which may be called only by the Developer and notice thereof shall be given by the Developer not later than such time as the Developer owns fewer than 25% of the Lots, as defined in the Declaration of Covenants and Restrictions.

Section 2. Annual Meetings. After the first meeting of Members called by the Developer, the annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13)



months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

Section 3. Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 4. Notice of any meeting shall be given to the Members by the Secretary. Notice may be give to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Declaration of Covenants and Restrictions applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 5. Except as otherwise herein provided, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action governed by these By-Laws. An action governed by the Articles of Incorporation or by the Declaration of Covenants and Restrictions applicable to The Properties shall require a quorum as therein provided.

#### Article XIV. Proxies

Section 1. At all corporate meetings of Members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his home or other interest in The Properties.

#### Article XV. Books and Papers

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

Article XVI.  
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words:

STARLIGHT COVE PROPERTY OWNERS' ASSOCIATION, INC.  
a corporation not for profit, incorporated Florida, 1984.

Article XVII.  
Amendments

Section 1. These By-laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds of each class of Members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable laws; provided further that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Declaration of Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and Restrictions applicable to The Properties referred to in Section 2 of these By-Laws, the Declaration of Covenants and Restrictions shall control.

These By-Laws were duly adopted by the Board of Directors at its Organizational Meeting duly held on March 21, 1984

IN WITNESS WHEREOF, that Association has caused this instrument to be executed by its President and Secretary duly authorized.

STARLIGHT COVE  
PROPERTY OWNERS' ASSOCIATION,  
INC.

BY: \_\_\_\_\_

William H. McQuillan  
President

ATTEST:

\_\_\_\_\_  
Nancy H. Roen  
Secretary

SCHEDULE "A"  
Existing Properties of  
Starlight Cove Property Owners' Association, Inc.  
All Lying and Being in the Plat Entitled  
Village of Hillsboro Section Two, as recorded in  
Plat Book 108, Page 12  
of the Public Records of  
Broward County

All lots, blocks and tracts  
described in said Plat.

SCHEDULE "B"  
Common Properties of  
Starlight Cove Property Owners' Association, Inc.  
All Lying and Being in the Plat Entitled  
Village of Hillsboro Section Two, as recorded in  
Plat Book 108, Page 12  
of the Public Records of  
Broward County:

Tract C of the Plat entitled Village of Hillsboro Section Two, according to the plat thereof, as recorded in Plat Book 108, Page 12 of the Public Records of Broward County;

AND

Two Parcels of Land, being a portion of Village of Hillsboro Section Two, according to the plat thereof, recorded in Plat Book 108, Page 12 of the Public Records of Broward County, and labeled "Private Lake" on said plat.

The North Lake lying in Block 15 of said plat and more particularly described as follows:

Begin at the Southeast corner of Lot 1 of said Block 15; thence N 8937'04" E along the southerly boundary line of Lots 2 through 6 of said Block 15 for 355.12 feet; thence S 0523'49" E along the westerly boundary line of Lots 7 through 10 of said Block 15 for 200.36 feet; thence S 8937'04" W along the northerly boundary line of Lots 12 and 13 of said Block 15 for 106.71 feet to a point of curvature; thence westerly along the northerly boundary line of Lots 13 through 15 of said Block 15 and the arc of said curve to the left having a radius of 844.45 feet and a central angle of 1153'15" for an arc distance of 175.20 feet; thence N 3055'00" W along the easterly boundary line of Lots 16 and 17 of said Block 15 for 37.89 feet to a point of curvature; thence northerly along the easterly boundary line of Lots 17 through 19 and the arc of said curve to the right having a radius of 630.00 feet and a central angle of 1809'39" for an arc distance of 199.69 feet to the point of beginning.

Said land lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 1.537 acres (66,970 Square Feet) more or less.

TOGETHER WITH

The South Lake lying in Block 11 of said plat and more particularly described as follows:

Begin at the southeast corner of Lot 47 of said Block 11; thence S 0523'49" E along the westerly boundary line of Lots 1 through 4 for 192.96 feet to a point of curvature; thence southwestwardly along the boundary line of Lots 4 through 7 of said Block 11 and the arc of a curve to the right having a radius of 100.00 feet and a central angle of 9428'49" for an arc distance of 164.90 feet; thence S 8905'00" W along the northerly boundary line of Lot 7 of said Block 11 for 2.17 feet; thence N 0055'00" W along the easterly boundary line of Lot 9 for 50.99 feet to a point of curvature; thence northwesterly, westerly and southwestwardly along the boundary line of Lots 9

through 13 of Block 11 and the arc of said curve to the left having a radius of 160.00 feet and a central angle of 153°00" for an arc distance of 502.65 feet; thence S 0055'00" E along the westerly boundary line of Lot 13 of said Block 11 for 50.99 feet; thence S 8905'00" W along the northerly boundary line of Lots 15 and 16 of said Block 11 for 67.50 feet to a point of curvature; thence westerly along the northerly boundary line of Lots 16 through 20 and the arc of said curve to the left having a radius of 1,230.00 feet and a central angle of 144°30" for an arc distance of 339.24 feet; thence N 1538'30" W along the easterly boundary line of Lot 34 of said Block 11 for 27.61 feet; thence N 5905'00" E along the southerly boundary line of Lots 35 through 42 for 487.61 feet to a point of curvature; thence northeasterly along the southerly boundary line of Lots 42 through 46 and the arc of said curve to the right having a radius of 554.45 feet and a central angle of 303°04" for an arc distance of 295.48 feet; thence N 8937'04" E along the southerly boundary line of Lots 46 and 47 for 132.15 feet to the Point of Beginning.

Said land lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 2.574 acres (112,108 Square Feet) more or less.

THIS INSTRUMENT PREPARED BY  
PETER L. BRETON, ESQUIRE  
1111 South Bayshore Drive  
Miami, Florida 33131

FIVE STAR HOMES, INC.,  
a Florida corporation

TO WHOM IT MAY CONCERN

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 20<sup>th</sup> day of August, 1984, by FIVE STAR HOMES, INC., a Florida corporation, hereinafter called "Developer".

WITNESSETH:

WHEREAS Developer is the owner of the real property described in Schedules "A" and "B" attached to this Declaration; and,

WHEREAS Developer desires to provide for the preservation and maintenance of the common properties described in Schedule "B"; and to this end, desires to subject the real property described in Schedules "A" and "B" together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS Developer has deemed it desirable for the efficient preservation of the values in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS Developer has incorporated or shall incorporate under the laws of the State of Florida as a non-profit corporation, Starlight Cove Property Owners' Association, Inc., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Schedules "A" and "B" and such additions thereto as may be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I.  
DEFINITIONS

Section 1. The following words, when used in this Declaration or any Declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Association" shall mean and refer to Starlight Cove Property Owners' Association, Inc.
- b. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- c. "Common Properties" shall mean and refer to those areas of land which are intended to be devoted to common use and enjoyment of the owners of The Properties, as more fully described in Article II, Section 2 hereof, and on Schedule "B" attached hereto.
- d. "Lot" shall mean and refer to any plot of land within The Properties which contains or is intended to contain a single family residence, with the exception of Common Properties as heretofore defined. For purposes of this Declaration, the term "Lot" is not limited to platted lots in subdivision plat of The Properties, but shall refer to any plot of land within The Properties which meets the foregoing definition.

e. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

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

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

## ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described as follows:

Lots and tracts situated in Village of Hillsboro Section Two, a subdivision according to the plat thereof, as recorded in Plat Book 108, Page 12 of the Public Records of Broward County, Florida, as shown on Schedules "A" and "B" attached hereto,

all of which said lots and tracts shall hereinafter be referred to as "The Properties".

Section 2. Common Properties. The properties described in Schedule "B" attached hereto, shall be referred to as "Common Properties", shall be designated for use as recreational, open space and for drainage purposes and that the use of said common properties shall be restricted and devoted to the common use and enjoyment of the owners of "The Properties" as herein defined.

Section 3. Additions to Existing Property. Additional land may become subject to this Declaration in the following manner:

a. Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration of Restrictions.

b. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing properties except as hereinafter provided. In no event shall any merger, consolidation or dissolution of the Association impose upon the City of Deerfield Beach any responsibility or liability for the enforcement of the covenants and restrictions contained herein or for the maintenance of any common properties dedicated herein to private use.

## ARTICLE III. MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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

CLASS A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members who are current in the payment of their maintenance assessments shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1 of the Article. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B members shall be the Developer. The Class B member shall be entitled to two and one-third (2 1/3) votes for each lot in which it holds the interests required for membership by Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A membership with all voting rights of Class A membership on the happening of the following event:

When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; and the Developer is prepared to convey title to the Common Properties as provided in Article IV, Section 2 hereof.

From and after the happening of this event, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1 of this Article.

Section 3. Turnover. Upon the happening of the event described in Section 2, or at such earlier date as the Developer may determine, a meeting of members shall be called for the purpose of electing officers and directors; the then officers and directors shall submit their written resignations, the Class A Members shall elect their own officers and directors and assume control of the Association. Provided, however, that so long as the Developer is the owner of one lot in the said subdivision, it shall be entitled to appoint one member of the Board of Directors, who shall be removable and replaced only by the Developer.

The Developer can turn over control of the Association to members by calling a meeting for the election of directors prior to the time it owns fewer than thirty (30%) percent of the Lots, or in its sole discretion, by causing all of its appointed directors to resign. At such time as the Developer's directors resign or the Developer is otherwise obligated or desires to turn over control of the Association or call the first meeting of members for the election of directors, it shall be the affirmative obligation of the members to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its directors to resign or to hold the first meeting for the election of directors is given to members, neither the Developer nor such directors shall be liable in any manner in connection with such resignations even if the members refuse or fail to assume control or to attend such meeting.

Within a reasonable time after members first elect the members of the Board of Directors of the Association (but not more than thirty (30) days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association title to all property to be owned or controlled by the Association then held by or controlled by the Developer. Notwithstanding the foregoing, the Developer may vote in respect of its Lots at all meetings of members whether annual or special.

Section 4. Quorum. Except as provided in Article V, Section 5 and 6 hereof, the presence at any regular or special meeting of members entitled to cast, or of proxies entitled to cast, one-third of the combined votes of both classes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the By-Laws of this Corporation.

#### ARTICLE IV. PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby



covenants, for itself, its successors and assigns that subject to the foregoing, it shall convey the Common Properties to the Association not later than the date on which control of the Association is turned over to the Class A Members as provided in Article III, Section 2 hereof, free and clear of all liens and encumbrances, except real property taxes for the year in which the conveyance takes place and any easements granted by the Developer pursuant to Section 5 of this Article.

Section 2. Use of Common Properties for Drainage. The Common Properties may be used for drainage and the temporary retention of storm water runoff from The Properties and other contiguous property, as well as for open space, recreation, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water runoff of The Properties or other contiguous property.

a. As hereinbefore provided, the obligation to maintain the Common Properties for drainage purposes shall be an obligation of the Association unless and until the area becomes subject to a governmental special assessment district for maintenance and control thereof at which time the Association shall relinquish control and each member of the Association shall be required to make payments of the assessment established by the governmental authority.

b. In the event this Association is dissolved or otherwise ceases to exist, then in such event the Association shall have the right to assign, transfer and deliver over to a governmental authority or to any other like organization the powers herein reserved to this Association. However, the City of Deerfield Beach and any special assessment district created thereby is under no obligation to accept any such assignment or transfer.

c. The property herein referred to may also become subject to a municipal special assessment district for maintenance and control of the drainage system. In the event that the subject property does become subject to such municipal special assessment district, then the Association shall relinquish control of the drainage system and transfer title thereto to such district. In such event the maintenance assessments hereinafter referred to shall be reduced by the amount the Association has budgeted for maintenance and control of the drainage system, and the Class "A" Members shall be billed and shall be responsible for payment of their individual share to such maintenance district. In the event that the Association establishes a higher level of maintenance over the drainage system than that required by the governmental authority, then in such event the assessments will be increased by that amount and shall be payable proportionately by the Class "A" Members.

Section 5. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

c. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment and voting rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

d. The drainage and temporary retention of storm water runoff uses of the Common Properties referred to in Section 2 of this Article, and elsewhere herein; and,

e. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility, subject to the

acceptance of such dedication or transfer by the public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of members called for such purpose, of which written notice was sent to all Members at least thirty (30) days in advance setting forth the purposes of the meeting, a two-thirds (2/3) majority of the combined votes of both classes of Members who voted in person or by proxy was obtained, agreeing to such dedication or transfer.

Section 4. Utility Easements. There is reserved unto the Developer until the date on which control of the Association is turned over to the Class "A" Members as provided in Article III, Section 2 hereof, the right to grant easements for the installation and maintenance of public utilities and temporary roads on the Common Properties in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Properties on the date of the grant.

Section 5. Party Walls. Each wall which is built as a part of the original construction of homes upon The Properties and placed on the dividing line between portions of the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

a. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

b. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

c. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

d. Easement. Each unit owner grants to the owners of adjoining units and to the Association an easement over, upon, and across his land for the purpose of performing such maintenance as may be required including, but not limited to, repairing party walls, painting and lawn and sprinkler maintenance.

e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. The Association has the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 7. Hazard and Flood Insurance. Each Owner, except the Developer shall obtain and continuously keep in force hazard insurance and floor insurance in such form and with such policy limits as the Association may require. Each Owner shall promptly provide evidence of such insurance to the Association upon demand. Upon Owner's neglect or refusal to obtain such insurance after reasonable notice of the deficiency has been given, the Association may obtain such insurance on behalf of the Owner, and the cost thereof shall be assessed against the Lot or Living Unit and shall be added to and become a part of the annual maintenance assessment to which such Lot or Living Unit is subject under Article V hereof and, as part of such annual assessment, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

ARTICLE V.  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Except as hereinafter more fully provided, the Developer, for each Lot owned by it within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges; and,
- b. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and,
- c. Assessments for drainage maintenance; and,
- d. Initial Working Capital Fund assessment.

The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, as well as for the purpose of payment for drainage maintenance and, where applicable, taxes assessed by a special taxing district. The Association shall establish and maintain an adequate reserve fund to provide for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund shall be maintained out of regular assessments for common expenses.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the "Date of Commencement".

The first Annual Assessment shall be levied for the balance of the calendar year in which it is imposed. "The assessments for any year, after the first year, shall be divided by four and shall become due and payable on the first day of each calendar quarter (i.e., January, April, July and October) of the calendar year, provided, however, that if the Federal National Mortgage Association (FNMA) shall disapprove quarterly collection of assessments, then the assessment for any year, after the first year, shall be divided by twelve and shall become due and payable on the first day of each calendar month for the twelve months of the calendar year.

The amount of the first Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in Section 4 hereof as the number of months remaining in the year of the first Annual Assessment (from and including the month of the Date of Commencement) bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at the time other than the beginning of any assessment period. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 4. Basis and Maximum of Annual Assessments. Except as hereinafter otherwise provided, from the Date of Commencement of Annual Assessments until the control of the Association is turned over to the Class "A" Members as provided in Article III, Section 3 hereof, the initial Annual Assessments for the unit owners of properties described in Schedule "A" shall be as determined by the Board of Directors of the Association, with the condition that notice of the amount of such Annual Assessments shall be delivered to the purchasers of each of such units at or prior to the date of the execution of the Contract to Purchase by such unit owner.

Except as otherwise provided, all assessments shall be payable from the date determined by the Board of Directors as provided in Section 3 of this Article.

Until control of the Association is delivered to the Class "A" Members, as provided in Article III, Section 2 hereof, the Developer shall pay the difference in cost between the amounts collected from the Class "A" Members and the actual cost of maintenance. Thereafter, the Developer shall be obligated to pay the same assessments paid by other Class "A" Members but shall not guarantee any deficiencies.

From and after the date of such "turnover", the Annual Assessment may be adjusted by vote of the membership, as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year, or, at the discretion of the Board of Directors, the Annual Assessment may be increased annually, provided, however, that such increase shall not be in excess of fifteen (15%) percent above the assessment for the previous year.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 4 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Provided further that no change in assessments affecting the Developer shall be made without the consent of the Developer first had and obtained.

Section 7. Quorum for any Action Authorized under Sections 5 and 6. The quorum required for any action authorized by Section 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Section 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty-six and two thirds (66 2/3%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each Lot, Living Unit or Business Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

Section 9. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereof and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. The Lot Owner (except the Developer) agrees that it shall be liable for and promptly pay as and when due to the Association all assessments and special assessments as provided in the Articles of the Association and the By-Laws. The Lot Owner agrees and understands that in the event that a Lot Owner fails to make payment as and when due, the Association shall have the right to record a lien against the Lot Owner's Lot in the form of a statement signed by the President, Vice President, or Attorney of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Lot Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorneys' fees incurred in collection, as well as all fees incurred in foreclosure of such lien. This lien shall be subordinate to the lien of mortgages recorded prior to recording of the lien hereunder. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any Lot of Living Unit shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon The Property or Properties.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; and (b) all Common Properties as defined in Article 1, Section 1 hereof.

Section 12. Working Capital Fund. A working capital fund shall be established for the initial months of the project operation equal to a two months' estimated common area charge for each family residential lot. Each lot's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each lot and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

#### ARTICLE VI. ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Appointment of Committee. There shall be appointed by Developer an Environmental Control Committee. After turnover of control of the Association, the Board of Directors shall appoint the Environmental Control Committee in accordance with the By-Laws.

Section 2. Review by Committee. The Committee, in its review of all proposed construction, modifications or alterations to existing structures, shall be guided by

the following standards of environmental control, to wit: those included in Article VIII hereof, together with the following:

a. Architectural Control. No building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to or change or alteration therein, including patio covers and exterior repainting, be made until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Approval or disapproval of the same shall be made by the Committee and returned to the applicant within a reasonable time, not to exceed forty-five (45) days after receipt of same. In the event that approval or disapproval is not received by the applicant within forty-five (45) days, the right to review shall be deemed waived and applicant may proceed to construct its improvements, provided no restrictions contained herein are violated.

b. Existing Trees. Existing trees on the property will not be removed unless their removal proves to be necessary due to the emplacement of the structure or structures. Location and size of all existing trees, including those proposed to be removed, shall be indicated on landscaping plans and specifications, and subject to the approval of the Environmental Control Committee.

Section 3. Attorneys' Fees. In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

#### ARTICLE VII. EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Pursuant to agreement with Owner, or upon determination by the Association that an Owner has failed to maintain the exterior of his Living Unit in accordance with general standards of the community and above and beyond maintenance furnished by the Association, then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to correct the same, then, in such event, and in addition to maintenance upon the Common Properties; the Association may provide such exterior maintenance upon each such Living Unit as, in the opinion of the Association, maybe necessary. The cost thereof shall be assessed to the Owner and shall be added to and become a part of the maintenance assessment as more particularly described in Section 2 hereof.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot of Living Unit upon which such maintenance is done and shall be added to and become part of the Annual Maintenance Assessment or charge to which such Lot or Living Unit is subject under Article V hereof and, as part of this Annual Assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that, the Board of Directors of the Association, when establishing the Annual Assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but, thereafter, shall make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day except Sunday.

Section 4. Common Area Maintenance. Common Area Maintenance may include but is not necessarily limited to, the following items:

- a. Grounds maintenance of the common area including mowing, fertilizing, insecticides, landscaping plant material, etc.
- b. Irrigation system maintenance, if any.

- c. Pool maintenance including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps, etc. and maintenance of fence surrounding pool area, if any.
- d. Maintenance of bath house building and other attendant facilities, including air conditioning equipment, including the "Tot" lot and equipment, if any.
- e. Parking lot cleaning and maintenance, if any.
- f. Waste removal from common areas.
- g. Maintenance of perimeter feature and/or signs, if any.
- h. Maintenance of private streets, street lights and private roads, if any.
- i. Utilities for common areas including water, sewer and electricity.
- j. Maintenance and repair of drainage control structures.
- k. Aquatic weed control and dredging of water retention areas.
- l. Payment of any drainage fees.
- m. Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.
- n. Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services.
- o. A reserve for future maintenance and repairs.

ARTICLE VIII.  
UNIFORM GENERAL REQUIREMENTS

Section 1. Recreational Vehicles. No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out building erected on any lot shall at any time be used as a residence, temporarily or permanently. The phrase "recreational vehicle" shall mean every licensed vehicle and conveyance designed, used or maintained primarily as a travel trailer, motor home, camper, boat and boat trailer or other similar use.

Section 2. Parking. No truck exceeding one ton capacity shall be parked overnight in areas zoned residential unless the truck is employed in the construction of new residential units.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any single family residence lot, except signs permitted either by the City of Deerfield Beach or signs used by a builder to advertise the property during the construction and sales period, all of which shall be approved by the Environmental Control Committee.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that reasonable numbers of dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 5. Trash Storage. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes must be kept in sanitary containers and placed in the trash enclosures, if provided in the project. No lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown or unsightly.

Section 6. Planting. No hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above-described limits of intersection elevation to prevent

obstruction of sight lines. The Environmental Control Committee may grant exceptions in specific instances.

Section 7. Oil, Gas and Mineral Operations. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any Lot nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick, drilling rig or other structure designed for use in drilling for oil or gas be erected, maintained or permitted on any Lot or parcel.

Section 8. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities or drainage facilities. The easement area of each Lot, tract or parcel and all permitted improvements within said easement areas shall be maintained continuously by the Owner of the Lot, tract, or parcel, except for those improvements for which a public authority or utility company is responsible.

Section 9. The Board of Directors of the Association may enact rules regulating the use of boats within the common area lakes.

Section 10. No docks or floats may be placed with said common area lakes, nor may any Lot adjacent to said lakes be filled and/or bulkheaded without the prior written approval of the Board of Directors of the Association.

Section 11. Each owner of a Lot adjacent to said common area lakes shall maintain the grass within the area bounded by (a) the rear lot line of the lot, (b) the water line of said lakes and (c) the prolongations of the side lot lines.

Section 12. Each owner of a Lot adjacent to said common area lakes hereby grants to the Association, its successors or assigns, a nonexclusive ten (10') foot maintenance and access easement along the lot lines abutting said common area lakes.

Section 13. So long as it retains control, the Developer, and thereafter the Board of Directors of the Association, may establish such other rules and regulations as may be deemed to be in the best interests of the Association and its members. However, no rule or regulation shall prohibit or restrict the right of Members to rent their Living Units.

#### ARTICLE VIII. GENERAL PROVISIONS

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, the Declaration of Covenants and Restrictions may be amended by the Developer at any time prior to turnover of control of the Association. After "turnover", the Declaration of Covenants and Restrictions may be amended by recording among the Public Records of Broward County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of two-thirds (2/3) of the Lots in the hereinabove described property have approved such amendment. Provided, however, that no amendment affecting the rights or obligations of the Developer, its successors or assigns, may be made after the "turnover" without the written consent of the Developer, its successors and/or assigns; and that no amendment shall affect or interfere with vested rights previously acquired by Lot or Living Unit Owners; provided further that any amendment which would affect the surface water management system, including the water management portions of the common areas, as provided in Article IV hereof, must have the prior approval of the South Florida Water Management District.

Section 2. Duration. Except as provided in Section 1 hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, unless the same be amended, modified or revised pursuant to the provisions of Section 1 of this Article. Thereafter, and after the expiration of said initial twenty (20) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified or revised as provided in Section 1 of this Article.



Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, Developer shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

Section 6. Information. The Association is required to make available to family residence lot owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 7. Financial Statements. Any holder of a first mortgage shall be or is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 8. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the property number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of

- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any property on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owned by an owner of a property subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 9. Insurance and Fidelity Bonds. The Association has a duty to maintain in effect casualty and liability insurance and fidelity bond coverage as specified in Section 803.07p of the FNMA Conventional Home Mortgage Selling Contract Supplement.

Section 10. Developer's Conduct of Business. Nothing in this Declaration shall be construed to prevent Developer from conducting its business or limit the manner in which Developer conducts its business in the sale and construction of The Properties.

#### ARTICLE IX. RESERVATIONS

Section 1. There is reserved to the Association the ownership and control of all areas dedicated for drainage easements so that the Association shall have the right and power to operate and maintain the drainage system.

Section 2. The Association reserves to itself the right to levy assessments against all owners for the purpose of operating and maintaining such drainage system

and in connection therewith, reserves to itself the lien rights as provided in Article V, Section 9 hereof.

Section 3. In the event that the Association is dissolved or its existence is otherwise terminated, then in such event the Association reserves the right to transfer and assign its ownership and control over such drainage maintenance areas to a governmental authority or to another incorporated property owners' association with like powers, subject to acceptance by the governmental authority.

Section 4. In the event the Association exercises its right to assign, transfer and deliver over to a governmental authority as provided in Article IV, Section 2(b), Section 3(e) and Article IX, Section 3, then in such event or any of them it is understood and agreed that the City of Deerfield Beach shall be under no obligation to accept such transfer or assignment, nor shall the County of Broward be under any obligation at any time to enforce any of the restrictions and covenants contained herein.

IN WITNESS WHEREOF, FIVE STAR HOMES, INC., a Florida corporation, has caused these presents to be executed by its proper officers who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County, Florida, this 20th day of August, 1984.

FIVE STAR HOMES, INC.

BY: [Signature]  
TORE T. DEBELLA  
SENIOR VICE PRESIDENT

ATTEST: [Signature]  
SAUL J. SACK, Secretary

STATE OF FLORIDA)  
COUNTY OF DADE )ss.

I HEREBY CERTIFY that on this 20 day of AUGUST, 1984, before me personally appeared TORE T. DEBELLA and SAUL J. SACK, Senior Vice President and Secretary respectively of Five Star Homes, Inc., a Florida corporation, known by me to be the persons described in and who executed the foregoing Declaration of Restrictions as such officers of said Corporation for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

My Commission Expires:

[Signature]  
NOTARY PUBLIC  
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
COMMISSION EXPIRES MAY 12 1985  
DONOR ID 1180 SIGNMAN 1195 UNDERWRITERS

SCHEDULE "A"  
Existing Properties of  
Starlight Cove Property Owners Association, Inc.  
All Lying and Being in the Plat Entitled  
Village of Hillsboro Section Two, as recorded in  
Plat Book 108, Page 12  
or the Public Records of  
Broward County

All lots, blocks and tracts  
described in said Plat.

SCHEDULE "B"  
Common Properties of  
Starlight Cove Property Owners' Association, Inc.  
All Lying and Being in the Plat Entitled  
Village of Hillsboro Section Two, as recorded in  
Plat Book 103, Page 12  
of the Public Records of  
Broward County:

Tract C of the Plat entitled Village of Hillsboro Section Two, according to the plat thereof, as recorded in Plat Book 103, Page 12 of the Public Records of Broward County;

AND

Two Parcels of Land, being a portion of Village of Hillsboro Section Two, according to the plat thereof, recorded in Plat Book 103, Page 12 of the Public Records of Broward County, and labeled "Private Lake" on said plat.

The North Lake lying in Block 15 of said plat and more particularly described as follows:

Begin at the Southeast corner of Lot 1 of said Block 15; thence N 8937'04" E along the southerly boundary line of Lots 2 through 6 of said Block 15 for 355.12 feet; thence S 0523'49" E along the westerly boundary line of Lots 7 through 10 of said Block 15 for 200.36 feet; thence S 8937'04" W along the northerly boundary line of Lots 12 and 13 of said Block 15 for 106.71 feet to a point of curvature; thence westerly along the northerly boundary line of Lots 13 through 15 of said Block 15 and the arc of said curve to the left having a radius of 344.45 feet and a central angle of 1153'15" for an arc distance of 175.20 feet; thence N 3055'00" W along the easterly boundary line of Lots 16 and 17 of said Block 15 for 37.89 feet to a point of curvature; thence northerly along the easterly boundary line of Lots 17 through 19 and the arc of said curve to the right having a radius of 630.00 feet and a central angle of 1809'39" for an arc distance of 199.69 feet to the point of beginning.

Said land lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 1.537 acres (66,970 Square Feet) more or less.

TOGETHER WITH

The South Lake lying in Block 11 of said plat and more particularly described as follows:

Begin at the southeast corner of Lot 47 of said Block 11; thence S 0523'49" E along the westerly boundary line of Lots 1 through 4 for 192.96 feet to a point of curvature; thence southwesterly along the boundary line of Lots 4 through 7 of said Block 11 and the arc of a curve to the right having a radius of 100.00 feet and a central angle of 9428'49" for an arc distance of 164.90 feet; thence S 8905'00" W along the northerly boundary line of Lot 7 of said Block 11 for 2.17 feet; thence N 0055'00" W along the easterly boundary line of Lot 9 for 50.99 feet to a point of curvature; thence northwesterly, westerly and southwesterly along the boundary line of Lots 9 through 13 of said Block 11 and the arc of said curve to the left having a radius of 160.00 feet and a central angle of 1800'00" for an arc distance of 502.65 feet; thence S 0055'00" E along the westerly boundary line of Lot 13 of said Block 11 for 50.99 feet; thence S 8905'00" W along the northerly boundary line of Lots 15 and 16 of said Block 11 for 67.50 feet to a point of curvature; thence westerly along the northerly boundary line of Lots 16 through 20 and the arc of said curve to the left having a radius of 1,230.00 feet and a central angle of 1443'30" for an arc distance of 339.24 feet; thence N 1538'30" W along the easterly boundary line of Lot 34 of said Block 11 for 27.61 feet; thence N 5905'00" E along the southerly boundary line of Lots 35 through 42 for 487.61 feet to a point of curvature; thence northeasterly along the southerly boundary line of Lots 42 through 46 and the arc of said curve to the right having a radius of 554.45 feet and a central angle of 3032'04" for an arc distance of 295.48 feet; thence N 8937'04" E along the southerly boundary line of Lots 46 and 47 for 132.15 feet to the Point of Beginning.

Said land lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 2.574 acres (112,108 Square Feet) more or less.

AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
STARLIGHT COVE PROPERTY OWNERS'  
ASSOCIATION, INC.

(additions indicated by underlining, deletions by "-----",  
and unaltered language by . . .)

ARTICLE VI  
ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Appointment of Committee. There shall be appointed by Developer an Environmental Control Committee. After turnover of control of the Association, the Board of Directors shall appoint the Environmental Control Committee in accordance with the By-Laws. Only owners within this Association may serve on such committee which committee shall be under the control and authority of the Board of Directors.

ARTICLE VIII  
UNIFORM GENERAL REQUIREMENTS

Section 1. Recreational Vehicles. No travel trailer, boat trailers, mobile home, recreational vehicle, camper, boat, vans (with exception of primary passenger vans only), motor cycles, trailers, shall be permitted to be parked or near any lot, any parking of these vehicles on the lot shall only be within the confines of the garage, with the garage door fully closed. No vehicle or recreational vehicle, tent, storage building, garage, barn, outbuilding, or structure erected on any lot shall at any time be used as a residence, temporarily or permanently. The phrase "recreational vehicle" shall mean every licensed or unlicensed conveyance designed, used, or maintained primarily as a travel trailer, motor home, camper, boat and boat trailer, or other similar use.

Section 2. Parking. No trucks, panel vans, cargo vans, or vans other than primary passenger vans or recreational vehicles (as listed in Section 1) are permitted to park on or near any lot except only within the confines of the garage of the Living Unit of the lot, with the garage door fully closed. All vehicles at all times must be in legally driveable condition, with current State of Florida license tags affixed. All vehicles not in legally driveable condition or without current State of Florida license tags affixed may only be parked on or near the lot within the confines of the garage, with the garage door fully closed. Vehicle repairs, other than washing of the vehicle may not be performed on or near the lots. All vehicles are to be parked in driveway, and shall not be parked on the street or grass areas. The maximum number of cars per driveway is four. No trucks exceeding one ton capacity shall be parked overnight in areas zoned residential unless the truck is directly and actively employed in the construction of new residential units, and shall be parked during direct and active employment in construction of new residential units so as not to block the safe and free-flow of street and/or adjacent residential traffic. Parking in driveways of all lots shall be in conformance with design and intent by either directing the vehicle straight forwards or by backing straight into the driveway.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any ~~single-family-residence~~ lot, except ~~signs permitted either by the City of Deerfield Beach or signs used by a builder to advertise the property during construction and sale periods, and except one sign of not more than five square feet advertising the property for sale or for rent, and such signs may not be affixed to the Living Unit.~~

Section 5. Trash Storage. No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, construction debris or other waste must be kept in proper sanitary

containers and placed in the trash enclosures, if provided in the project in either underground storage, or placed behind walled-in areas and screened so that they shall not be visible from the street or adjacent or adjoining properties. All trash containers are to remain properly stored and screened from view except during scheduled garbage pick-up, and to be immediately restored thereafter same day. No lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown or unsightly.

Section 6. Planting. All lawns in the front and sides of the Lots (Properties) extend to the pavement line of the adjacent street. No gravel, blacktop, or paved parking strips are permitted except as approved on the plot plan of the Plans and specifications. Owner shall be responsible for the care and maintenance of the lot grass swale area from edge of sidewalk to edge of street. All grass areas must be maintained in proper residential standard manner including properly maintaining infestations free, edged, fertilized, lawns and planting areas. All trees in yard shall be at least six feet in height, and 3.5 inches in diameter. Easement planting shall be limited to Olive trees or similar trees, subject to Board approval. No hedge or shrub planting which obstructs sight lines . . .

Section 14. Garages. No garage shall be erected which is separate from the Living Unit, and no enclosed storage shall be erected that is visible from the street. Garage doors may not be left open overnight, and all garage doors shall properly fully close.

Section 15. Temporary Structures; Freestanding Structures. No freestanding canopy, or temporary or accessory building may be erected without prior written consent of the Environmental Control Committee of the Board of Directors. No outdoor clothes drying area, devise, or structure is permitted.

Section 16. General Maintenance of the lot and Living Unit Exterior Appearance. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse, debris, or piled materials or unsightly objects shall be permitted to be placed, stored, or suffered to remain anywhere thereon. In the event that the Owner, after Due Notice, shall refuse or fail to keep premises free of weeds, underbrush, unsightly growths, refuse, debris, piled materials, or unsightly objects, the Association may enter upon said lands and remove, fix, and/or remedy same at full expense of owner, and such entry shall not be deemed a trespass. All exterior of maintenance shall be kept, including but not limited to all painting of fences, and home.

Section 17. Nuisances. Nothing shall be done which may be a nuisance to the community and/or adjacent properties. No cattle, horses, swine, goats, poultry, fowl, or other livestock may be kept, stored, confined nor bred upon any lot. All dogs must be leashed and accompanied by its owner when not confined within the Living Unit or upon the land of the owner of the dog. No dog shall be permitted by its Owner to excessively bark to the annoyance or loss of peace to the community and/or adjacent properties. When walking leashed dogs, all Owners are responsible to immediately clean up after their dog. All Lots are restricted to residential structures and are for the exclusive purpose of single family residential uses. Disputes or inquiries regarding determination of 'nuisance' shall be submitted to the Board of Directors in writing, and the decision of the Board of Directors shall be final, with written response to Owner posing written inquiry.

Section 18. Holiday Decorations, Exterior Displays. Holiday exterior decoration displays shall be timely dismantled. Specifically, Christmas-time exterior displays shall be erected and dismantled between Thanksgiving Day (as it may occur) through final date of January 15 of each calendar year.

Section 19. Residential Use. No lot shall be used for a commercial purpose. There shall be no short-term or long term storage of merchandise or inventory of any goods permitted on any lot.

ARTICLE VIII  
GENERAL PROVISIONS

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation for to recover damages, . . . Fines may be levied against owners for repeated violations or violations that are not rectified within time specified. Any delay by the association in enforcing any of the restrictions or covenants herein contained, no matter how long continued, shall not constitute a waiver of any of the restrictions or covenants herein contained, nor a waiver of its right to enforce them. Any fine not paid in a timely manner may be secured by the Association's lien rights or otherwise collected as allowed by law.

Section 11. The Rental Review Committee. The Rental Review Committee shall approve proposed renters prior to the effectiveness of any lease. All prospective Lessors must provide the Rental Review Committee with the names of the proposed lease and such other background information as required on forms to be provided by the committee not less than ten (10) days prior to the effective date of the lease. Should the Rental Review Committee disapprove the prospective tenant, for just cause, the lease shall not be made and entered into. The Rental Review Committee shall confirm that all tenants are familiar with the Association's regulations.

RECORDED IN THE OFFICIAL RECORDS ROOM  
OF BREVARD COUNTY, FLORIDA  
I. A. HESTER  
COUNTY ADMINISTRATOR

AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
STARLIGHT COVE PROPERTY OWNERS'  
ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",  
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Section 3. Signs. No sign of any kind shall be displayed to the public view on any single-family-residence Lot, except signs permitted either by the City of Beerfield-Beach or signs used by a builder to advertise the property during construction and sale periods, and except one sign of not more than five square feet advertising the property For Sale or For Rent, and such signs may not be affixed to the Living Unit.

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RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BREVARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS  
AND RESTRICTIONS OF  
STARLIGHT COVE PROPERTY OWNERS,  
ASSOCIATION, INC.

96190804

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions of Starlight Cove Property Owners Association, Inc., as described in OR Book 11955 at Page 348 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article VIII of the Declaration of Covenants and Restrictions, that is by proposal of the Board of Directors and approval by 2/3rds of the members of the Association at a meeting held October 17, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of NOVEMBER, 1990, at DEERFIELD BEACH Broward County, Florida.

By: Mark Feehan  
President

Attest: Pam Russell  
Secretary

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

On this 20 day of March, 1990, personally appeared MARK FEEHAN and PAM RUSSELL, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Cheryl Luke  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV 21, 1990  
BONDED THRU GENERAL INS. LMD.

*(Handwritten initials)*

**STARLIGHT COVE, P.O.A.**  
**ADOPTED RULES AND REGULATIONS**

The following rules and regulations were adopted by The Board of Directors of The Starlight Cove Homeowners Association. Motions were made at Board of Directors Meetings, the motions were seconded, and carried unanimously. All motions and acceptance are noted in various minutes.

1. If homeowners wish to paint their driveway, they must submit an ARB to the Board of Directors. The driveway must be painted the same color as the base of the house, or they may tile the driveway, but the tiles must match the color of the roof.
2. House numbers may be the base color of the house or black. Numbers may be no taller than 3"-5".
3. All fencing must be bronze aluminum. This includes the entry gate at the front door on many homes, as well as any new additions. Any additions, repairs or upgrades require an approved ARB.
4. There can be no vines growing on the base of any home.
5. Hurricane shutters must be removable.
6. There can be no 0 lot lines.
7. Wood/glass doors must be painted or stained the approved trim color. Painting must be approved with a signed ARB from the Board of Directors.
8. There can be colored glass on windows or doors. Glass can be clear or frosted only.

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