

85-266636

DECLARATION OF RESTRICTIONS

AND PROTECTIVE COVENANTS

FOR

HONEY LAKE

THIS DECLARATION is made this 7 day of August 1985, by GVM, INC., a Florida corporation, hereinafter called "Developer" or "Declarant", which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the HONEY LAKE Homeowners Association, a Florida corporation not-for-profit, formerly known as the Family Homes Home Owner's Association, a copy of the Articles of Incorporation, the Amendment thereto, and the By-Laws thereof being attached hereto as Exhibit A, Exhibit B and Exhibit C, respectively.

(b) "Developer" or "Declarant" shall mean GVM, INC., a Florida corporation, its successors and such of its assigns as to whom or to which the rights of the Developer accrue under the law.

(c) "The Property" shall mean and refer to all of the subdivision now known as HONEY LAKE according to the FAMILY HOMES Plat, recorded in Plat Book 113 at Page 15 of the Public Records of Broward County, Florida.

(d) "Dry Lot" shall mean and refer to all lots not abutting the lake.

(e) "Lakefront Lot" shall mean and refer to all lots abutting the lake.

(f) "Lot" shall mean and refer to any platted lot or other parcel with any and all improvements thereon in HONEY LAKE on which a residential structure could be constructed whether or not one has been constructed.

(g) "Common Area" shall mean and refer to the property described as the Lake on the FAMILY HOMES Plat, according to the Plat thereof, as recorded in Plat Book 113, Page 15, of the Public Records of Broward County, Florida.

(h) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

(j) "Institutional Lender" shall mean the owner and holder of a mortgage encumbering a Lot, which owner and holder of said mortgage is either the Developer, a bank, a life insurance company, a state or federal savings and loan association, a mortgage or real estate investment trust, a pension or profit sharing fund, a credit union, a Massachusetts business trust, an agency of the United States Government, or an entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional type lender.

ARTICLE II

Property Subject to This Declaration

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

All of the subdivision now known as HONEY LAKE, according to the FAMILY HOMES Plat, recorded in Plat Book 113, Page 15, of the Public Records of Broward County, Florida.

ARTICLE III

Membership and Voting Rights 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 shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a member of said Association.

Section 2. Voting Rights; Control of the Association. 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 shall be entitled to one vote for each Lot in which they hold the interests required for membership by 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 Member shall be the Developer. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever shall first occur:

(a) When the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or

(b) On the 31st day of December, 1989.

Section 3. Suspension of Voting Rights. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right (other than the right of the Declarant) for any period during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days after the due date for the payment thereof; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

ARTICLE IV

Property Rights in the Common Area

Section 1. Ownership. On or before conveyance by Declarant of the first Lot which it owns in The Property, the Declarant, or its successors and assigns, shall convey and transfer the record fee simple title to the Common Area to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance and administration of the Common Area in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Area and any improvements and personal property thereon accruing from and after the date of such recordation. Such taxes shall be prorated between the Declarant and the Association as of the date of such recordation. Declarant shall have the right from time to time to enter upon the Common Area during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Area that Declarant elects to build.

Section 2. The Common Area. The Common Area is a Lake and is primarily a Water Retention Area. The Association may regulate additional uses of the Lake as common open space so long as such additional uses do not conflict with its primary purpose. The foregoing Common Area is subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Area in compliance with the provisions of this Declaration and with any restrictions on the Plat of The Property.
- (b) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Area and all facilities at any time situated thereon.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the Members; provided, however, that no such dedication or transfer by the Association shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3rds) of each class of membership in the Association has been recorded in the Public Records of Broward County, Florida.

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Section 3. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary the paving, drainage structures, street lighting fixtures, Lake including shore line, and other facilities of the Association, whether located in or on the Common Area or located within publicly dedicated areas of The Property, all such work to be done as ordered by the Board of Directors of such Association acting on a majority vote of the Board members. Maintenance of said street lighting fixtures shall include and extend to payment for all electricity or other utilities used in connection therewith. All work pursuant to this Section 3 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article V hereof.

Section 4. Additional Easements. The Declarant during any period in which the Declarant has any ownership interest in The Property, and the Association thereafter, without the individual consent of the Lot Owners, shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or any other easements, and to relocate any existing utility easement in any portion of The Property and to grant access easements and to relocate any existing access easements in any portion of The Property as the Declarant or the Association shall deem necessary or desirable, for the proper operation and maintenance of The Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

If a building, window, fence, eave, projection, gutter, roof or any other structure on a Lot (the "encroaching lot") shall encroach upon any adjoining Lot, by reason of original construction, reconstruction, improvements, or by the unintentional act of the Owner or Developer, then an easement appurtenant to such encroaching lot, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

Section 5. Street Lighting. Street lighting poles and fixtures, if any, may be installed within The Property by the Association and the Association shall have the obligation for maintenance of such street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever, occurs first. In the event that Declarant, in its sole discretion, undertakes to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges, and the Association hereby assigns such rebates or refunds to Declarant. Should Developer install the street lighting, if any rebates or payments are made by Florida Power and Light Company to the Association for reimbursement for the installation fees for the poles and fixtures, such rebates or payments shall be forthwith paid by the Association to Developer.

Section 6. Surface Water Management System. The Association shall at all times maintain, in compliance with the Rules and Regulations promulgated by the South Florida Water Management District and the Central Broward Drainage District, appropriate drainage for surface water for the property covered by this Declaration of Covenants and Restrictions. Such drainage system shall cover surface water in common areas, regular and storm drainage on dedicated streets and other rights of way, lake drainage and such other requirements as may be imposed by the above-mentioned governmental entities and as may be imposed by any other governmental entity

having jurisdiction over the Property. The Association shall apply for and obtain such permits and licenses as may be required by the South Florida Water Management District and the Central Broward Drainage District for the property covered by this Declaration of Covenants and Restrictions. The Association at its own cost and expense shall provide such governmental entities with any and all plans and specifications, surveys, descriptive maps, and other documentation required for the maintenance of surface water as contemplated by this section and shall give and grant to owners of adjacent land, The Town of Davie, Broward County, Central Broward Drainage District, and/or the South Florida Water Management District, any and all easements or rights of way required to effect proper surface water management. All physical earth moving, landscaping, sloping, grading and other work required to be done on the property covered by this Declaration of Covenants and Restrictions shall be done at the cost and expense of the Association. Should any such earth moving, landscaping, sloping, grading and other work be inter-related with and required by the drainage plan and similar work of adjacent or adjoining land, the cost of such work will be apportioned between this Association and the person responsible for his appropriate percentage apportionment of any such work, and if the same cannot be agreed to by the parties involved, the amount due from each shall be settled by arbitration as defined in the Florida Arbitration Code (Florida Statutes 682.01 et seq.). This portion of this section shall be deemed an arbitration agreement as defined in Florida Statutes 682.01.

ARTICLE V

Association-Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within The Property described in Article II, hereby covenants (subject to the provisions of Section 10 hereof), and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of Common Area, including such reasonable reserves as the Association may deem necessary, and assessments for maintenance as provided in Section 3 hereof, such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the Owner who is the Owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Association, shall be against all Lots subject to its jurisdiction equally; provided, however, that all assessments for Lakefront Lots shall be in twice the amount of the assessments for Dry Lots.

Section 2. Developer's Liability for Assessments. The Developer guarantees that the annual assessments shall be \$30.00 per Dry Lot and \$60.00 per Lakefront Lot through December 31, 1986, and shall not increase above this amount per Lot. During the period of time that this guaranty is in force or effect, the Developer shall be excused from payment of its per Lot assessment as to the Lots owned by

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it. During the period of time when the Developer is excused from paying its per Lot assessment, the Developer shall be obligated to pay the difference between the actual expenses incurred to maintain the Common Area and to otherwise operate the Association and the assessments due from the other Lot Owners. The Developer shall not vote to fund any reserves for replacements or repairs through December 31, 1986.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance of the Common Area as provided in Article IV hereof and to promote the health, safety, and welfare of the Members of the Association and their families residing with them, their guests and tenants; and for the payment of taxes, both real and personal, assessed against the Common Area, as well as all administrative expenses including, but not limited to, accounting fees, legal fees, maintenance fees, and insurance.

Section 4. Exterior Maintenance.

(a) Each Owner shall maintain the structures and grounds on said Owner's Lot, at all times in a neat, lawncut and attractive manner. In addition, each Owner shall maintain: (1) any area located between the rear property line of such Lot and the water's edge, if any; (2) the sidewalk in front of his house, if any, whether said sidewalk is located within the boundaries of said Lot or within the right-of-way of the publicly dedicated roads within The Property; and (3) the rear and front yard swale area, whether said swales are located within the boundaries of said Lot or within the right of way of the publicly dedicated roads within the Property; provided, however, that the Association shall have the right pursuant to this Section to determine that it shall maintain said structures and portions of The Property by a duly called and held vote of the Members. Upon the Owner's failure to meet the requirements for attractive maintenance as set forth in this Section 4 of Article V, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of Owner's Lot, have the foliage trimmed and maintained in proper order and the structures kept in a clean and neat appearance, including painting and reroofing, when and as often as the same is necessary in its judgment, and have any portion of the Lot resodded or relandscaped, and all expenses of the Association under this Section shall be a lien and charge against the Lot on which the work was done or upon the Lot which abuts the area upon which the work was done, and shall be the personal obligation of the then Owner of such Lot. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and payable from the Owner of the Lot and shall constitute an assessment against the Lot, collectible in a lump sum and secured by a lien against the Lot as provided for herein.

(b) In the event repairs, maintenance or reconstruction on any Lot shall be necessary, and the only practicable access to the subject Lot to accomplish said repairs, maintenance or reconstruction necessitates crossing another Lot or Lots, all necessary entries over said other Lot or Lots shall not be deemed a trespass so long as said entries are made at reasonable hours on any day except Sunday, and provided further that said entries do not interfere with any improvements or use of said Lot or Lots.

Section 5. Date of Commencement of Annual Assessments; Due Dates; Maximum Annual Assessments. The annual assessments

provided for herein shall commence in accordance with the terms and provisions hereof on the first day after the month following the recordation of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The initial annual assessment shall be payable in equal annual payments of \$30.00 per Dry Lot and \$60.00 per Lakefront Lot, until the amount of the assessment is changed by action of said Board of Directors, as provided for herein.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Developer, the maximum assessment shall be \$30.00 per Dry Lot and \$60.00 per Lakefront Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Developer, the maximum annual assessment may be increased each year by not more than ten percent (10%) of the maximum allowable assessment for the previous year without a vote of the membership of the Association.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Developer, the maximum annual assessment may be increased by more than the ten percent (10%) cap above described by a vote of two-thirds (2/3rds) of the members of each class of the Association who are voting in person or by proxy at a meeting duly called for such purpose.

The Board of Directors of the Association may fix the annual assessment in an amount not in excess of the maximum allowable amount provided for herein.

The assessment amount may be changed at any time by said Board from that originally stipulated herein subject to Section 5 of this Article, or from any other assessment that is in the future adopted. The assessment shall be for a twelve (12) month period ending December 31 or ending on such other date as the Board of Directors may determine by a majority vote, but the amount of the annual assessment to be levied during any period shorter than a full fiscal year shall be in proportion to the number of months remaining in such fiscal year.

Section 6. Notice and Quorum for any Action Requiring Member Approval. Written notice of any meeting called for the purpose of taking any action requiring member approval shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots as set forth herein and may be collected on an annual basis in advance, or on a monthly basis as determined by the Board of Directors, but Lakefront Lots shall be assessed at twice the amount of Dry Lots.

Section 8. Duties of the Board of Directors. Except for the initial assessment specified in Section 4, the Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot subject to the Association's jurisdiction 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 the Owners.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation.

Section 9. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association; No Lien Certificates. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of eighteen (18%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided herein, and a reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and all liens discharged. A properly executed certificate of the Association as to the status of assessments and liens on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Subordination of the Lien to Mortgagees.

The lien of the assessments provided for in this Article V shall be subordinate to the lien of any mortgage recorded prior to the recording of the claim of lien, which mortgage encumbers any Lot to any Institutional Lender and which is now or hereafter placed upon any property subject to assessment; provided, further, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any mortgagee who acquires title at a foreclosure sale, or any mortgagee acquiring a deed in lieu of foreclosure shall not be responsible for the payment of any assessment charges whether they have accrued prior to the date upon which possession and/or title is so obtained or whether said assessments are imposed thereafter except during such time that the residential unit is leased to a third party. Any third party purchaser at a foreclosure sale or from a mortgagee in title and all persons claiming by, through or under such purchaser shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure sale or after conveyance from the mortgagee to the third party purchaser. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 10, shall be deemed to be a common expense of the Association.

Section 11. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 4 of this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, to enter upon said Owner's Lot at reasonable hours on any day except Sunday to either provide maintenance to said Lot or to obtain access to another Lot to which maintenance is to be provided.

ARTICLE VI

Restrictions

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family home. Temporary uses by Developer for model homes, parking lots and/or sales offices shall be permitted until January 1, 1991, or until permanent cessation of such uses takes place, whichever is later.

Section 2. Changes in Buildings. No Owner shall make or permit any structural modification or alteration of any building, or of the landscaping, except with the prior written consent of the Developer, or after assignment of its rights hereunder to the Association without the consent of the Architectural Control Board (hereinafter identified) or its successor, and consent may be withheld if in the sole discretion of the party or parties requested to give the same it appears that such structural or landscape modification or alteration would adversely affect the market value of The Property or in any manner endanger other dwelling units or would violate any restrictions or the aesthetic tenure of The Property. Developer shall have the right but shall not be obligated to assign all of its rights and privileges under this Section to the Association.

Section 3. Nuisances and Removal Thereof. The Association has the right, power and duty to establish rules and regulations for the maintenance and use of The Property. It is the intention of the Developer that no trash or refuse be allowed to be placed, or suffered to remain anywhere within The Property or on the lands of

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the individual Lots or living units, and that such lands shall be kept free from such conditions and in a clean and tidy condition and free of conditions obnoxious to the eye or emitting foul or obnoxious odors, and that all structures and improvements built on such lands, and appurtenant thereto, be kept in good condition, repair and appearance by the party for whose benefit the same is maintained. Similarly, no Lot or living unit shall be used in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties, and such activity may be enjoined by the Developer or the Association.

Section 4. Commercial Trucks, Trailers and Boats. In order to maintain the high standards of the subdivision with respect to residential appearance, no commercial vehicles and no boats, house trailers, boat trailers or trailers of any other description, nor recreational vehicles as defined by the Broward County Zoning Ordinances or Regulations in effect from time to time shall be permitted to be parked or to be stored at any place on any Lot, other than in a fully enclosed garage.

Section 5. Garbage and Trash Disposal. No garbage, refuse or rubbish shall be deposited or kept on any Lot except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property and the Common Area. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6. Signs. Without the express approval of the Developer or the Architectural Control Committee, if the Developer's rights have been so assigned, no sign of any kind shall be displayed to the public view on any Lot except one sign of not more than one (1) square foot used to indicate the name of the resident, or signs used by a builder to advertise the property during the construction and sales period.

Section 7. Livestock, Poultry and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to the neighborhood.

Section 8. Clotheslines. All clotheslines or drying yards shall be located in the rear yard of the Lot and between the two side lines of the building thereon extended to the rear lot line, and the same shall be screened from neighboring properties by landscaping, lattices or other approved screening.

Section 9. Radio and TV Antennas. No exposed radio or TV antennas nor any satellite reception dishes shall be permitted on The Property.

Section 10. Architectural Control Board. The Board of Directors of the Association upon assignment of Developer's rights under Section 3 and Section 6 of this Article, shall establish an Architectural Control Board to perform the functions of such entity as established herein.

Section 11. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as originally installed, without prior

approval of the Developer or the Architectural Control Board, but prior approval by the Developer or the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The landscaping, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, which are not maintained by the Association pursuant to Section 3 of Article IV, shall be maintained by the Owner as originally installed by the Developer unless the prior approval for any change is obtained from the Developer or the Architectural Control Board. Aluminum foil may not be placed on windows or glass doors. No Owner shall place any furniture, equipment, or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall. No owner shall place any unsightly objects on the front, rear or side yards; except, however, customary outdoor furniture and barbeques shall be permitted in the rear yards and shall be maintained by the Owner.

Section 12. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer, and except any approved by the Architectural Control Board or the Developer and the Town of Davie or its appropriate review committee.

Section 13. Sprinkler Systems. No Owner shall be permitted to dig a sprinkler system well unless such Owner obtains a rust filter so that the home and sidewalk, if any, do not become laden with rust. Should the filter fail to operate properly, Owner shall forthwith repair it, and at all times Owner shall maintain the home and sidewalks, if any, in a neat, attractive and rust-stain-free condition.

ARTICLE VII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, 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-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notice. 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 personally delivered or 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 3. Rules and Regulations. The following rules and regulations shall be adhered to by each Owner, tenant, their guests and invitees:

(a) No Owner, tenant, their guests or invitees shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.

(b) All Owners and tenants of Lots in The Property shall abide by this Declaration, the Articles of Incorporation, the By-Laws and all rules and regulations as they are adopted from time to time by the Board of Directors. The Owners shall, at all times, obey the rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, tenants and persons over whom they exercise control and supervision. In order to change or amend any rule or regulation or adopt new rules and regulations, the same must be approved by a majority of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the By-Laws.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, 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. These covenants may be enforced by the Developer, the Association, any Owner, or the Architectural Control Board. All costs of enforcement, including but not limited to all attorneys' fees, costs of collection and costs of appeals, shall be the responsibility of the party violating said covenant or restriction.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to or deleted at any time and from time to time upon the execution and recordation in the Public Records of Broward County of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or, alternatively, (2) by Owners holding not less than a two-thirds (2/3rds) vote of each class of the membership in the Association, provided, however: (1) that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained; (2) that so long as there is Class B membership in the Association and the Developer seeks Federal Housing Administration/Veterans Administration approval of the project to be developed on the Property, the following actions will require the prior approval of the Federal Housing Administration or of the Veterans Administration: (a) Annexation of additional properties; (b) Dedication of the Common Area; (c) Amendment of this Declaration of Restrictions and Protective Covenants; and (3) that so long as there is any mortgage on a Lot within the Property held by an Institutional Lender, amendment to any provision which affects the rights of Institutional Lenders hereunder shall require the unanimous consent of all said Institutional Lenders to be effective.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

ARTICLE VIII

Sales Activity and Declarant's Rights

Until the Declarant has completed, sold and conveyed all of the Lots within The Property, neither the Owners, nor the Association or their use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of Lots. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Area as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, flags, placards and visual promotional materials. Declarant reserves the right to complete the development of The Property, including the Common Area, notwithstanding that a purchaser of any Lot has closed title to his Lot.

ARTICLE IX

Turnover

Section 1. Time of Turnover. The turnover of control of the Association by the Declarant shall occur at the time as specified in Article III, Section 2 hereof.

Section 2. Procedure of Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association.

Section 3. Procedure for Meeting. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

ARTICLE X

Covenants and Restrictions Run With the Land

Subsequent to the recording of this Declaration in the Public Records of Broward County, Florida, each and every conveyance of any portion or all of The Property is subject to the herein contained covenants and restrictions. These Restrictions shall be covenants running with the land, be a part thereof, and be binding upon the land and the owners thereof and their successors, heirs, designees, grantees, and assigns. The provisions of this Article shall also apply to all Supplemental Declarations which cover portions of The Property, if any.

EXECUTED as of the day and year first above written

Witnesses:

GVM, INC

BY:

ITS: President

[Handwritten signatures of witnesses]

[Handwritten signature of Gary M. Kaplan]
[Circular corporate seal of GVM, INC]

(CORPORATE SEAL)

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STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared GARY M. KAPLAN to me well known and known to me to be the PRESIDENT OF GVM, INC., a Florida corporation, and the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

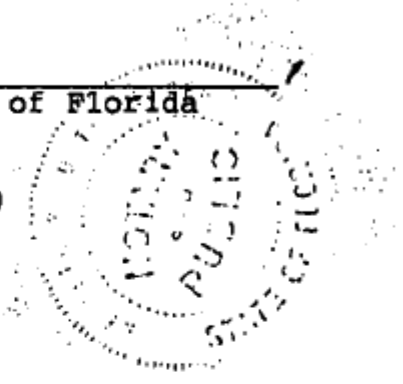
WITNESS my hand and official seal, this 7 day of AUGUST A.D., 1985.

[Signature]
Notary Public, State of Florida
at Large

My commission expires: \

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
No. 124712014 - USD 10,1007
BONDED THIRD GENERAL INC. UND.



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REC 12740

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

FAMILY HOMES HOMEOWNERS ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on August 8, 1985.*

The charter number for this corporation is N10613.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of August, 1985



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

WP-104 CER-101

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EXHIBIT A

ARTICLES OF INCORPORATION
OF
FAMILY HOMES HOMEOWNERS ASSOCIATION, INC.

A Corporation Not-for-Profit

In compliance with the requirements of Chapter 617, Florida Statutes, we, the undersigned, all of whom are residents of Florida and of full age hereby associate ourselves into a corporation for the purposes and with the powers hereinafter set forth, and do hereby certify:

ARTICLE I

NAME

The name of this corporation shall be:

FAMILY HOMES HOMEOWNERS ASSOCIATION, INC.

The corporation may hereinafter be referred to as the "Association."

ARTICLE II

PURPOSES

The general nature, objects and purposes of this Association are as follows:

To maintain, repair and improve the Lake, and other drainage facilities as same are constructed on property described as all of FAMILY HOMES Plat, recorded in Plat Book 113, Page 15, of the Public Records of Broward County, Florida, and other common areas including access, paths, docks, sidewalks, structures, and other improvements for which the obligation to maintain, repair or improve has been delegated to the Association and accepted by it, pursuant to the Declaration of Restrictions and Protective Covenants for HONEY LAKE (the "Declaration"), to be recorded in the Public Records of Broward County, Florida.

ARTICLE III

POWERS

The Association shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration as the same may from time to time be amended, including but not limited to the following:

A. In general, to have all powers conferred upon a corporation not-for-profit by the laws of the State of Florida except as prohibited herein.

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

D. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer, signed by two-thirds (2/3rds) of each class of membership in the Association has been recorded in the Public Records of Broward County, Florida; and the governmental and/or public agency has accepted such dedication, sale or transfer.

E. To purchase insurance upon the Common Area of the property and insurance for the protection of the Association and its members.

F. To make and amend reasonable rules and regulations respecting the maintenance, upkeep and use of the Common Area.

G. To enforce through legal means the Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations of the Association.

H. To operate without profit for the sole and exclusive benefit of its members.

I. To perform all of the functions delegated to the Association in the Declaration.

J. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

K. To charge recipients of services rendered by the Association for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

ARTICLE IV

MEMBERS

1. Every person or entity who is a record or beneficial owner of a fee or undivided interest in any Lot (as that term is defined in the Declaration), which is subject to assessment by the Association, including Developer (as that term is defined in the Declaration), shall be a member of the Association whether or not a dwelling unit may be constructed on said Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment by the Association.

2. Changes in the membership of the Association shall be established by recording in the Public Records of Broward County,

Florida, a deed or other instrument establishing of record a transfer of title to a Lot and shall be evidenced by delivery to the Association of a photocopy of such instrument bearing proof of recording. The membership of the prior Owner shall be terminated as of the date of execution of such deed or other instrument.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his Lot.

ARTICLE V

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant. Each member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person or entity holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever shall occur first:

- a) When the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- b) On the 31st day of December, 1989.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of this Association shall be managed by a Board of three (3) directors. So long as there is Class B membership in the Association, the Directors need not be members of the Association. Thereafter, the Directors must be members of the Association. The number of directors may be changed by amendment to the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors at the next annual meeting are as follows:

- GARY KAPLAN.....1000 S.W. 135th Way
Davie, Florida 33325
- ROBERT LASORSA.....1000 S.W. 135th Way
Davie, Florida 33325
- VIVIAN KAPLAN.....1000 S.W. 135th Way
Davie, Florida 33325

2. Subject to Section 3 of this Article, Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and

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vacancies on the Board of Directors shall be filled in the manner provided for by the By-Laws.

3. The Class "B" member shall have the right to terminate its control of the Association at any time. The directors herein named shall serve until termination of the Class "B" membership, resignation of the Class "B" member, or replacement of the Class "B" member. Any vacancies remaining unfilled for a period of one (1) month after notice to the Class "B" member shall be selected by the remaining Directors.

ARTICLE VII

OFFICERS

The officers of the Association shall be a President, Secretary and Treasurer, and such additional officers as may be specified by the By-Laws. One person may be elected to the offices of the Secretary and Treasurer if the Directors so elect. The said officers shall be elected by the Directors at the annual meeting or special meeting of the Board of Directors after expiration of the Class "B" membership and at each annual meeting thereafter.

The names of the first officers who are to serve until the first election are:

President/Treasurer:	GARY KAPLAN
Vice President/Secretary	ROBERT LASORSA

ARTICLE VIII

CORPORATE EXISTENCE

The existence of the Association shall be perpetual unless it is dissolved with the assent given in writing and signed by not less than three-fourths (3/4ths) of each class of members and unless dissolution is approved by all governmental agencies having jurisdiction by reason that adequate provision has been made for the continued maintenance or satisfactory disposition of the assets of the Association.

ARTICLE IX

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 a two-thirds (2/3rds) majority vote of the Directors present at a duly constituted meeting of the Board of Directors.

ARTICLE X

AMENDMENTS

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

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at, or prior to, the meeting. Except as elsewhere provided:

a) Such approvals must be by not less than sixty-six and two-thirds (66-2/3rds) percent of the entire membership of the Board of Directors and not less than sixty (60%) percent of the votes of the entire membership of the Association; or

b) By not less than eighty (80%) percent of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any change in the qualifications for membership nor the voting rights of members, without the approval in writing of all of the members.

4. Provided, however, that these Articles may be amended by the unanimous consent of the Board of Directors without the further consent of any other person so long as membership in the Association is restricted to the Developer and said amendment is entered into prior to FHA-VA approval of the Association documents.

5. Nothing in this Article shall supersede the power of the Developer to include additional Properties in HONEY LAKE and therefore, increase the number of voting members.

6. A copy of each Amendment shall be certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any director or officer made a party or threatened to be a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative or investigative (other than one by or in the right of the Association to procure a judgment in its favor) brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as director, officer, employee, or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association, or that he had no reasonable grounds for belief that such action was unlawful.

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2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held, shall determine upon application that despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable grounds for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is, or may be interested in any such contract or transaction.

ARTICLE XIII

DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and relative priority:

Dedication to any applicable municipal or other governmental authority or Association with similar purposes of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which authority is willing to accept and provide maintenance for.

2. Remaining assets shall be distributed among the members, subject to the limitation set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

ARTICLE XIV

FHA/VA APPROVAL

As long as there is a Class B membership, and subsequent to approval of the Declaration and the Home Owner's Association documents by the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XV

CONFLICT IN DOCUMENTS

In case of any conflict between the Articles of Incorporation of the Association and the Declaration, the provisions of the Declaration shall control; and in case of any conflict between the By-Laws, the Articles of Incorporation, and the Declaration, the provisions of the Declaration shall first control, next the Articles of Incorporation shall control, and lastly, the By-Laws shall control.

ARTICLE XVI

INITIAL SUBSCRIBERS

The names and addresses of the initial subscribers are as follows:

GARY KAPLAN	1000 S.W. 135th Way Davie, Florida 33325
ROBERT LASORSA	1000 S.W. 135th Way Davie, Florida 33325

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 7 day of August, 1985.

WITNESSES:

Robin McClelland
John J. Bone Jr
Robin McClelland
John J. Bone Jr

Gary M. Kaplan
GARY KAPLAN

Robert Lasorsa
ROBERT LASORSA

STATE OF FLORIDA)
COUNTY OF Broward)SS.:

BEFORE ME, the undersigned authority, personally appeared GARY KAPLAN, known to me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein contained.

WITNESS my hand and official seal at PLANTATION County, Florida, this 7 day of AUGUST, A.D., 1985.

Mark J. Mintzberg
Notary Public
(SEAL)

My Commission Expires:

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STATE OF FLORIDA)
COUNTY OF Broward)SS.:

BEFORE ME, the undersigned authority, personally appeared ROBERT LASORSA, known to me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein contained.

WITNESS my hand and official seal at PLANTATION County, Florida, this 7 day of AUGUST, A.D., 1985.

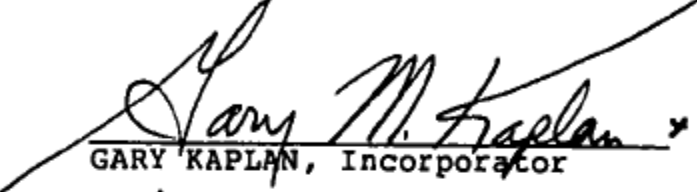
Mark J. Mintzberg
Notary Public
(SEAL)

My Commission Expires:

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

IN COMPLIANCE with Section 48.091, Florida Statutes, the following is submitted:

FIRST: That HONEY LAKE HOMEOWNERS ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Plantation, State of Florida, has named GARY KAPLAN, 1000 S.W. 135th Way, Davie, Florida 33325, as its Agent to accept service of process within the State of Florida.


GARY KAPLAN, Incorporator *

August 7, 1985 *
Date: _____

HAVING been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


GARY KAPLAN *

August 7, 1985 *
Date: _____

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TALLAHASSEE, FLORIDA

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on August 8, 1985, to the Articles of Incorporation for FAMILY HOMES HOMEOWNERS ASSOCIATION, INC., changing its name to HONEY LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N10613.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of August, 1985.

George Firestone
Secretary of State



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TALLAHASSEE

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION
FAMILY HOMES HOMEOWNERS ASSOCIATION, INC.

The undersigned Directors of FAMILY HOMES HOMEOWNERS ASSOCIATION, INC., the Articles of Incorporation for which were filed with the Secretary of State of the State of Florida on August 9, 1985, state:

1. The present name of the corporation is FAMILY HOMES HOMEOWNERS ASSOCIATION, INC.
2. This Amendment to the Articles of Incorporation, more specifically amending Article I thereof, shall reflect the change in the name of the corporation from FAMILY HOMES HOMEOWNERS ASSOCIATION, INC. to HONEY LAKE HOMEOWNERS ASSOCIATION, INC.
3. This Amendment is made by the President and Secretary of the corporation after the adoption of a Resolution setting forth this Amendment by the Board of Directors, and has been approved by all shareholders of the Corporation.

Gary M. Kaplan x
GARY KAPLAN, President/Director

Robert Lasorsa x
ROBERT LASORSA, Secretary/Director

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME on this day personally appeared GARY KAPLAN and ROBERT LASORSA, to me well known and known to me to be the individuals described in and who executed the foregoing Amendment to Articles of Incorporation, and they acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State named above, this 7 day of August, 1985.

[Signature] x
Notary Public, State of Florida
at Large

My commission expires:

(SEAL)

[Faint stamp]

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STATE OF FLORIDA

COUNTY OF BROWARD

THIS IS TO CERTIFY that a meeting of the Officers, Directors and Shareholders of FAMILY HOMES HOMEOWNERS ASSOCIATION, INC. was held on the 7th day of August, 1985, and, at such meeting, after proper notice and vote properly taken it was

RESOLVED, that the name of the corporation shall be changed to HONEY LAKE HOMEOWNERS ASSOCIATION, INC., and the Officers and Directors of the corporation shall take all necessary steps and execute all necessary documents to effectuate this name change.

Gary M. Kaplan

GARY KAPLAN, President/Director

Robert Lasorsa

ROBERT LASORSA, Secretary/Director

SUBSCRIBED AND SWORN TO before me this 7th day of August, 1985.

M. L. Pittman

Notary Public, State of Florida
at Large

My Commission expires:

(SEAL)

.....
.....
.....

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BY-LAWS
OF
HONEY LAKE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS:

All terms used herein, which are defined in the Declaration of Restrictions and Protective Covenants for HONEY LAKE shall be used herein with the same meaning as defined in said Declaration.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE:

The principal office of the Association shall be located at 1000 Southwest 135th Way, Davie, Florida 33325, or at such other place as may be established by Resolution of the Board of Directors of the Association, but meetings of members and directors may be held at such places within the State of Florida, County of Broward, as may be designated by the Board of Directors.

ARTICLE III

MEETINGS OF MEMBERS:

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the second Tuesday, in April, 1986, and each second Tuesday in April of each year thereafter, at the hour of eight (8:00) o'clock P.M.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President of the Association or upon the request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members, shall be given by, or at the direction of the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than forty-five (45) days, prior to such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty (30%) percent of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum, as aforesaid, shall be present or be represented.

Section 5. Legal Holidays. In the event the day upon which the annual meeting, as referred to in ARTICLE III, Section 1 hereof,

is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his right, title and interest in his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed initially by a Board of three (3) Directors who need not be members of the Association. After the first election, all Directors shall be members of the Association, except to the extent any such Directors are designees of Class "B" members.

Section 2. Selection and Term of Office. At the first annual meeting the members shall elect three (3) Directors for a term of one year. At each annual meeting thereafter, the members shall elect three (3) Directors for a term of one year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of each class of the Association, who shall have the right to elect his successor. In the event of death, resignation or removal (except for removal by the members) of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties and may receive compensation for services rendered if employed by the Association.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more individuals who may but need not be Board Members or members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. 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 shall be made from among members.

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Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS:

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act and/or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

Section 4. Notice to Owner. Notice of all Board meetings to be posted in a conspicuous place upon Common Area. All Owners shall be entitled to attend Board meetings.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

Section 1. Powers. The Board of Directors shall have the power to:

- a. Call meetings of the members;
- b. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the general conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- c. Suspend the voting rights and the right to use of the recreational facilities of a member, if any, during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed the total of sixty (60) days, for infraction of published rules and regulations;
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, providing such absence is unexcused;
- e. To appoint and remove, at their pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity

bonds 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;

f. To establish, levy, assess and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors;

g. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association, and the discharge of its responsibilities and obligations;

h. To exercise for the Association all powers, duties and authority vested in, or delegated to this Association, except those reserved to members in the Declaration of Covenants and Restrictions for HONEY LAKE or the Articles of Incorporation of the Association;

i. To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. 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 the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

c. As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or to bring an action at law against the Owner personally obligated to pay same;

d. To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid, and whether the Association holds a lien against said Owner's Lot. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states that no assessment is due and owing, and that the Association holds no lien against said Owner's Lot, such certificate shall be conclusive evidence that the Lot is free of Association liens and assessments.

e. To procure and maintain adequate liability and hazard insurance on property owned by the Association;

f. To cause all officers or employees having financial responsibilities to be bonded as it may deem appropriate.

g. To cause the Common Area to be maintained.

h. To cause the Lots and the residences thereon to be maintained.

ARTICLE VIII

OFFICERS:

Section 1. Officers. The officers shall be a President, Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be, from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve, or until his successor shall have been duly elected and qualified.

All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

a. President: The President shall preside at all meetings of the Directors; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

b. Vice President: The Vice President shall act in the place and stead of the President in the event of absence or inability, and shall exercise and discharge such other duties as may be required by him by the Board.

c. Secretary: The Secretary shall be ex officio Secretary and shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the membership; keep appropriate current records showing the members of the Association together with their addresses; and shall perform other such duties as required by the Board.

d. Treasurer: 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 be a required signatory on the checks and notes of the Association. The Treasurer, or his appointed agent, shall keep property books of account, and cause an annual audit of the Association books to be made at the completion of each fiscal year. He, or his appointed agent, shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request of a member.

Section 9. Salaries. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE IX

COMMITTEES:

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

ASSESSMENTS:

Assessments and installments thereon not paid within thirty (30) days of when due shall bear interest from the date when due until paid at the rate as set forth in the Declaration of Covenants and Restrictions for HONEY LAKE and shall result in the suspension of voting privileges during the period of such non-payment. No owner may waive, or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XI

CORPORATE SEAL:

The Association shall have a seal in a circular form having within its circumference the words: HONEY LAKE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-For-Profit.

ARTICLE XII

AMENDMENTS:

These By-Laws may be altered, amended or repealed by two-thirds (2/3rds) majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without its written consent.

ARTICLE XIII

MISCELLANEOUS:

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV

BOOKS AND RECORDS:

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

IN WITNESS WHEREOF, we, being all of the Directors of HONEY LAKE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seals this 7 day of August, 1985.

WITNESSES:

Robin McCullum
John J. Howe Jr
Robin McCullum
John J. Howe Jr
Robin McCullum
John J. Howe Jr

Gary M. Kaplan
GARY KAPLAN
Robert Lasorsa
ROBERT LASORSA
Vivian Kaplan
VIVIAN KAPLAN

OFF 12740 PAGE 357

STATE OF FLORIDA)
COUNTY OF Broward) SS.:

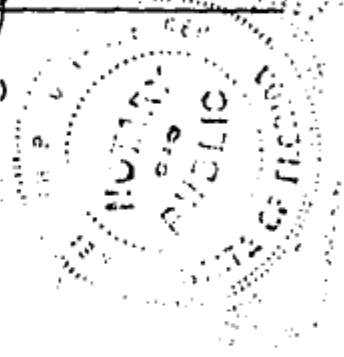
I HEREBY CERTIFY that on this date, before me, an officer duly authorized to take acknowledgements, personally appeared GARY KAPLAN, a Director of HONEY LAKE HOMEOWNERS ASSOCIATION, INC., and he acknowledged that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal at PLANTATION,
Broward County, Florida, this 7 day of AUGUST
A.D., 1985.

Walter W. Wurtzberg
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 18, 1987
BONDED THRU GENERAL INS. UND.

(SEAL)



STATE OF FLORIDA)
COUNTY OF Broward) SS.:

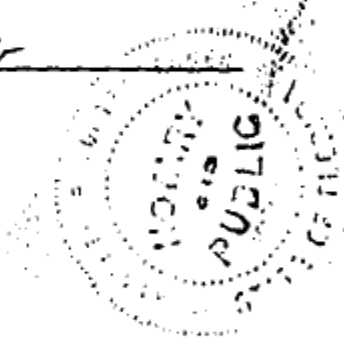
I HEREBY CERTIFY that on this date, before me, an officer duly authorized to take acknowledgments, personally appeared ROBERT LASORSA, a Director of HONEY LAKE HOMEOWNERS ASSOCIATION, INC., and he acknowledged that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal at PLANTATION
Broward County, Florida, this 7 day of AUGUST
1985.

Walter W. Wurtzberg
Notary Public

My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 18, 1987
BONDED THRU GENERAL INS. UND.

(SEAL)



STATE OF FLORIDA)
COUNTY OF Broward) SS.:

I HEREBY CERTIFY that on this date, before me, an officer duly authorized to take acknowledgments, personally appeared VIVIAN KAPLAN, a Director of HONEY LAKE HOMEOWNERS ASSOCIATION, INC., and she acknowledged that she executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal at PLANTATION
Broward County, Florida, this 7 day of AUGUST, 1985.

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Walter P. Wurtzberger
Notary Public
(SEAL)



My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 18, 1987
BONDED THRU GENERAL INS. UND.

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of HONEY LAKE HOMEOWNERS ASSOCIATION, INC., as duly adopted at a meeting of the Board of Directors thereof, held on the 7 day of August, 1985.

Robert Laborsa SECRETARY
ROBERT LABORSA, Secretary

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. T. JOHNSON
COUNTY ADMINISTRATOR

REC 12740 PAGE 359