

This is to certify that on this 7th day of April 2017 copy of this NOTICE of Preservation of Covenant or Restriction was sent certified mail to the the owner at the address contained herein.

This document prepared by:
STEVEN A. WEINBERG, ESQUIRE
Attorney for the Association
Frank, Weinberg & Black, P.L.
7805 SW Sixth Court
Plantation, FL 33324
Telephone: 954.474.8000



County Administrator

By [Signature]
Deputy

**NOTICE OF MARKETABLE TITLE ACTION
PURSUANT TO CHAPTER 712, FLORIDA STATUTES
FOR
THE WEST GLEN ASSOCIATION, INC.**

Brock Property Management, Inc.

THE WEST GLEN ASSOCIATION, INC., whose address is c/o 12444 W. Atlantic Blvd. Coral Springs, FL 33071, hereby gives notice that it has taken action to ensure that the Agreement and Declaration of Restrictions and Protective Covenants as recorded in Official Records Book 14331, Page 307 of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence.

An affidavit regarding service of notice of meeting of Board of Directors with Statement of Marketable Title Action is attached hereto as Exhibit "1," pursuant to Florida Statutes Section 712.06(1)(b). The Resolution of the Board of Directors concerning the Marketable Title Action is attached hereto as Exhibit "2."

The legal description of the subject property is as follows:

All of Blocks A, B, C, D, E, F, G, H, J, K, L, M, N, P and R in WEST GLEN, according to the Plat thereof, as recorded in Plat Book 128, Page 3 of the Public Records of Broward County, Florida, said lands situate, lying and being in the City of Coral Springs, Broward County, Florida:

The Declaration of Restrictions and Protective Covenants as recorded in Official Records Book 14331, Page 307, is attached hereto as Composite Exhibit "3." The Declaration was originally recorded in Official Records Book 14331, Page 307 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, undersigned, as President of the WEST GLEN ASSOCIATION, INC. has set hereunto his hand and seal as of the 4 day of April, 2017.

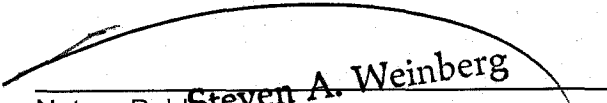
[Signature]
Printed Name: FRANK L. WATERS JR
[Signature]
Printed Name: DANIEL HAGLER

THE WEST GLEN ASSOCIATION, INC.
By [Signature]
ANTHONY DREW, President

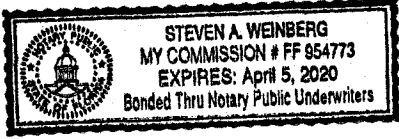
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4 day of April, 2017 by ANTHONY DREW, President of THE WEST GLEN ASSOCIATION, INC., who is personally known to me and who has produced Florida Div. Lic. as identification.


Notary Public Steven A. Weinberg

My commission expires:



THE WEST GLEN ASSOCIATION, INC.
c/o Brock Property Management, Inc.
12444 W. Atlantic Blvd.
Coral Springs, Florida 33071

**NOTICE OF MEETING OF THE BOARD OF DIRECTORS
OF THE WEST GLEN ASSOCIATION, INC.**

TO ALL MEMBERS:

On the 4th day of April, 2017, at 6:00 P.M., at 12444 W. Atlantic Blvd., Coral Springs, Florida, a meeting of the Board of Directors will be held for the purpose of voting to assert and protect the Association's right to enforce the Declaration of Restrictions and Protective Covenants as recorded in Official Records Book 14331, Page 307, in accordance with the Statement of Marketable Title Action set forth below, and for all other such business that may be lawfully conducted.

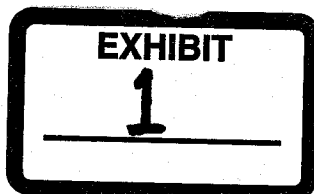
Dated and mailed this 21 day of March, 2017.

BY ORDER OF THE BOARD OF DIRECTORS

STATEMENT OF MARKETABLE TITLE ACTION

THE WEST GLEN ASSOCIATION, INC. (the "Association") has taken action to ensure that the Declaration of Restrictions and Protective Covenants as recorded in Official Records Book 14331, Page 307 of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

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AFFIDAVIT OF MAILING OF NOTICE OF MEETING OF THE BOARD OF DIRECTORS

STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

I, Anthony Drew, being a director for THE WEST GLEN ASSOCIATION, INC., hereby state and affirm as follows:

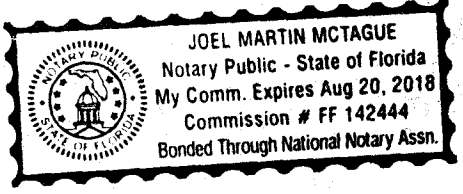
That on the 21 day of March, 2017, I caused to be placed in the United States mail, postage paid first class, and addressed to the members of record of THE WEST GLEN ASSOCIATION, INC. as of the date of mailing, at the latest address on file for each member, a Notice of Meeting of the Board of Directors to be held on April 4, 2017, with said notice containing the requisite Statement of Marketable Title Action. A true copy of the Notice of Meeting is attached hereto, along with a copy of other proof of mailing,

FURTHER AFFIANT SAYETH NAUGHT.

Anthony Drew
Anthony Drew

SWORN TO AND SUBSCRIBED before me, the undersigned authority, this 4 day of April, 2017, by Anthony Drew who is personally known to me.

My Commission Expires:



Joel M. McTague
NOTARY PUBLIC
State of Florida at Large

JOEL M. MCTAGUE

**RESOLUTION OF THE DIRECTORS OF
THE WEST GLEN ASSOCIATION, INC.**

NOTICE OF STATEMENT OF MARKETABLE TITLE

This Resolution is made and entered into this 4 day of April, 2017, by the Board of Directors of THE WEST GLEN ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"). The meeting was called to order on April 4, 2017, which meeting was properly noticed pursuant to the Bylaws of the Association, and in accordance with Chapter 712 and 720, Florida Statutes, at which meeting a quorum of the Board of Directors was in attendance, the following resolution was proposed and passed:

WHEREAS, the Association, operating and governed by the Declaration of Restrictions and Protective Covenants as recorded in Official Records Book 14331, Page 307 of the Public Records of Broward County, Florida, as may be amended from time to time (the "Declaration"); and

WHEREAS, the Association wishes to continue the duties, functions and obligations as found under the recorded Declaration; and

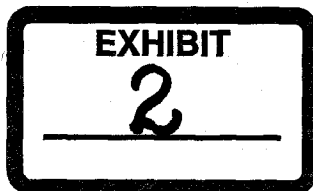
WHEREAS, the Association, in compliance with the Marketable Record Title Act, as amended, wishes to re-adopt such operation obligation in accordance with the Act; and

WHEREAS the required affidavit pursuant to F.S. 712.06(1)(b) of a member of the Board of Directors of the Association affirming that the Board did provide the required notice to the members of the Association as required under the provisions of Chapter 712, Florida Statutes;

NOW, THEREFORE, after proper notice and consideration, the Board of Directors have voted and approved by at least two-thirds of the Directors to re-adopt, re-certify and continue to enforce the Declaration in accordance with the Marketable Record Title Act, and do hereby state as follows:

STATEMENT OF MARKETABLE TITLE ACTION

THE WEST GLEN ASSOCIATION, INC. (the "Association") has taken action to ensure that the Declaration of Restrictions and Protective Covenants as recorded in Official Records Book 14331, Page 307 of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.



Further, the Board sayeth naught, and upon the approval of at least two-thirds of the Directors and as the Board of Directors, this Resolution is duly approved and passed on the 4 day of April, 2017.

THE WEST GLEN ASSOCIATION, INC.

Attest: Melissa A Goetz
Printed Name: Melissa Goetz
Title: SECRETARY

By Anthony Drew
Printed Name: ANTHONY DREW,
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4 day of April, 2017 by ANTHONY DREW, President of THE WEST GLEN ASSOCIATION, INC., who is personally known to me or who has produced FL-Drive License as identification.

Steven A. Weinberg
Notary Public

My commission expires:



87151989

THIS INSTRUMENT PREPARED BY:
THADDEUS D. KIRKPATRICK
3300 UNIVERSITY DRIVE - 9th FLOOR
CORAL SPRINGS, FLORIDA 33065

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
WEST GLEN

This Declaration of Restrictions made this 8th day of April, 1987, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation;

W I T N E S S E T H:

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., the record owner of the real property hereinafter described, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth; to wit:

All of Blocks A, B, C, D, E, F, G, H, J, K, L, M, N, P, and R in WEST GLEN, according to the Plat thereof, as recorded in Plat Book 128, Page 3, of the Public Records of Broward County, Florida, said lands situate, lying and being in the City of Coral Springs, Broward County, Florida.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "SUBDIVISION" shall mean and refer to WEST GLEN according to the Plat thereof, as above described.
2. "SUBDIVIDER" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration.
3. "ASSOCIATION" shall mean and refer to the OCEAN MILE ASSOCIATION, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration.
4. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any lot or portion thereof in the SUBDIVISION, their heirs, legal representatives, successors or assigns.
5. "HOMEOWNERS' ASSOCIATION" shall mean and refer to THE WEST GLEN ASSOCIATION, INC. which has been incorporated as a not-for-profit corporation under the laws of the State of Florida. A copy of the Articles of Incorporation of THE WEST GLEN ASSOCIATION, INC. is attached hereto as Exhibit "A".

RETURN TO:
Florida National Properties, Inc.
3300 University Drive, 9th Floor
Coral Springs, Florida 33065

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EXHIBIT

3

ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The lots in the SUBDIVISION may be used for single-family detached dwelling houses and appurtenant uses and for no other purposes. No business buildings shall be erected on said lands and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, the SUBDIVIDER may utilize one or more lots for a sales office or model homes or model home parking for so long as SUBDIVIDER shall own any lot in the SUBDIVISION, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize lots for a sales office or model homes or model home parking so long as said persons or entities own any lot in the SUBDIVISION.

2. SETBACK LINES, SIZE OF BUILDINGS AND BUILDING HEIGHT. Each single-family detached dwelling house erected or constructed on any lot in the SUBDIVISION shall contain a minimum of one thousand five hundred (1500) square feet of floor area and shall be constructed within the following setbacks. No "bay windows" or other similar extended structures shall be permitted over the building setbacks.

- A. All lots shall have a minimum front setback of twenty-five (25) feet.
- B. Minimum rear setbacks shall be as follows:

<u>Lots</u>	<u>Setback</u>
Lots 1 through 3, inclusive, Block A	30 Feet
Lots 4 through 12, inclusive, Block A	20 Feet
Lots 41 through 43, inclusive, Block B	30 Feet
Lots 1 through 3, inclusive, Block B	25 Feet
Lots 44 through 47, inclusive, Block B	20 Feet
Lots 1 through 7, inclusive, Block H	20 Feet
Lots 1 through 13, inclusive, Block M	20 Feet

That portion of lot 40 of Block B which abuts Atlantic Boulevard shall have a setback of thirty (30) feet. That portion of lot 4 of Block B which abuts Riverside Drive shall have a setback of twenty-five (25) feet. That portion of lot 8 of Block H and lots 14, 23, and 25 of Block M which abuts Atlantic Boulevard shall have a setback of twenty (20) feet.

- C. All lots shall have a minimum side setback of seven and one-half (7-1/2) feet.
- D. Corner lots shall have a minimum street side setback of fifteen (15) feet.
- E. Where two (2) or more lots are acquired and used as a single building site under a single owner, the side lot lines shall refer only to the lines bordering on the adjoining property.
- F. Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out above, except that minor variations may be authorized by the SUBDIVIDER or ASSOCIATION at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the SUBDIVIDER or ASSOCIATION to establish the setback lines as approved.

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G. No structure shall be erected within the SUBDIVISION over a height of thirty (30) feet unless approved in writing by SUBDIVIDER or ASSOCIATION.

3. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by the SUBDIVIDER or ASSOCIATION in writing before any construction has begun. After approval, any change in location, plot plan, exterior colors or exterior materials must be resubmitted for approval by SUBDIVIDER or ASSOCIATION. Failure to submit the plans, specifications, exterior colors, location and plot plan in detail and to scale, or failure to obtain the approval of the SUBDIVIDER or ASSOCIATION shall be deemed a material breach of this Restriction. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Coral Springs Building Department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. Neither the SUBDIVIDER nor ASSOCIATION will assume any responsibility in this regard before, during, or after construction on any of the lots in the SUBDIVISION, it being understood that the approval of the SUBDIVIDER or ASSOCIATION relates only to the aesthetics of the improvements shown on the plans, and not to their technical sufficiency. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the SUBDIVIDER or ASSOCIATION before plan approval will be given. No exterior colors on any building or structure on any lot shall be permitted that in the sole judgment of SUBDIVIDER or ASSOCIATION, would be inharmonious or discordant, or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved by SUBDIVIDER or ASSOCIATION in writing.

- A. No structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected in the SUBDIVISION.
- B. Pitched roofs shall have a minimum pitch of 2-1/2:12 and shall be constructed of flat or barrel cement or clay tile, hand-sawn or split cedar shakes, slate, copper, or a stepped Bermuda type roof of poured lightweight aggregate concrete, all as defined by common usage in Broward County. In the event that some new, attractive material for roofing surfaces is discovered, or invented, the SUBDIVIDER or ASSOCIATION may, in its sole discretion, approve the use of such new materials.
- C. Flat roofs may be utilized only if approved in writing by SUBDIVIDER or ASSOCIATION, and provided that the flat roof area does not comprise over forty percent (40%) of the total roof area. Such flat roofs are to be located to the rear of the building. Notwithstanding the above, a mansard roof or a flat roof located elsewhere than to the rear of the building may be permissible if approved in writing by the SUBDIVIDER or ASSOCIATION. All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms (except utility or storage rooms accessible only from the interior of the building) are to be located to the rear of the building.
- D. The plans and specifications shall contain a sealed plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs on the lot. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of

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the SUBDIVIDER or ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel parking areas shall be allowed in the SUBDIVISION. No asphalt or paved parking areas are to be allowed except as approved by SUBDIVIDER or ASSOCIATION. The location, style and type of mailbox must be approved by SUBDIVIDER or ASSOCIATION prior to installation. All mailboxes must be maintained in good condition as determined by SUBDIVIDER or ASSOCIATION. Refusal of approval of plans and specifications, location and plot plan, by the SUBDIVIDER or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the SUBDIVIDER or ASSOCIATION.

- E. All lot areas not covered by approved buildings, structures or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.
- F. In the event any person or entity fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, the SUBDIVIDER or ASSOCIATION shall have the right to obtain a mandatory injunction to require that any unapproved structures built be torn down or a prohibitory injunction to prevent any unapproved structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions.

4. GARAGES, CARPORTS AND STORAGE AREAS. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the building. Every single family detached dwelling house in the SUBDIVISION shall have a two (2) car garage. Carports shall not be permitted. Repair of vehicles shall be permitted only inside the garage. SUBDIVIDER or ASSOCIATION may require that all garages be equipped with automatic door openers and closers so that when ingress or egress is not desired to the garage, the garage door shall remain closed. In the alternative, SUBDIVIDER or ASSOCIATION may require an auxiliary door for the garage area.

5. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of the adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without written approval by SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed on any lot until its height, length, type, design, composition, material and location shall have been approved in writing by SUBDIVIDER or ASSOCIATION. The height of a wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by SUBDIVIDER or ASSOCIATION, whose decision shall be final. No wood fencing material shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION.

6. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna dishes, antenna masts, electronic devices, or antenna towers shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. No more than one (1) flagpole per lot for display of the American flag only will be permitted and the flagpole design and location must be first approved in writing by SUBDIVIDER or ASSOCIATION. An approved flagpole shall not be used as an antenna unless first approved in writing by SUBDIVIDER or ASSOCIATION.

7. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. The SUBDIVIDER may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, and temporary location on the property must be first approved by SUBDIVIDER in writing. Any signs to be used in conjunction with a temporary construction facility must also be approved by the SUBDIVIDER in writing.

8. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

- A. All garbage and trash containers, oil tanks, bottled gas tanks, sprinkler system pumps, and swimming pool equipment, pumps and housings, must be underground or placed in fenced or walled-in areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping shall be installed and maintained by the OWNER and adequate shielding must be installed as required by SUBDIVIDER or ASSOCIATION.
- B. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property. Wall air-conditioning units shall be permitted only after prior written approval by SUBDIVIDER or ASSOCIATION. Window air-conditioning units shall not be permitted.
- C. Solar collectors shall only be permitted at locations on structures as are approved by SUBDIVIDER or ASSOCIATION. Shielding of approved solar collectors may be required. The decision of adequate shielding shall be made by SUBDIVIDER or ASSOCIATION whose decision shall be final.
- D. SUBDIVIDER or ASSOCIATION shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by SUBDIVIDER or ASSOCIATION.

9. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless approved in writing by SUBDIVIDER or ASSOCIATION.

10. METHOD OF DETERMINING SQUARE FOOT AREA. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

11. SIGNS. No signs shall be erected or displayed on any lot or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by SUBDIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

12. ASSOCIATION. In order to supplement the public facilities and services that may be furnished by the local governments, and in order to provide public facilities and services that may not be available to the SUBDIVISION, when necessary or desirable as determined by the ASSOCIATION in its sole discretion, the ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is hereby empowered to contract for the installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks for the SUBDIVISION. Each OWNER shall be liable for and shall promptly pay to the ASSOCIATION a pro rata share of the cost of said water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and

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sidewalks, and said cost shall be apportioned among the lots in the SUBDIVISION in proportion to their front footage, square footage, or by any other reasonable method as determined by the ASSOCIATION in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the aforesaid improvements. If any OWNER fails to make payment for the improvements within thirty (30) days after notification, a lien on the OWNER's lot shall arise for the proportionate cost thereof. Such lien shall be effective from and after the recording of a Claim of Lien in the Public Records of Broward County, Florida. The judgment of the ASSOCIATION in the letting of contracts and the expenditure of said funds shall be final. Each OWNER shall be vested with the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks in perpetuity, subject to user charges. Each OWNER shall install all sewer outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer outlets shall be submitted to the SUBDIVIDER or ASSOCIATION for approval prior to commencement of construction.

13. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush, dead or dying trees, shrubs, or plants, or other unsightly growths shall be permitted to remain upon any land in the SUBDIVISION, and no junk, trash, refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All lawns shall be neatly edged and all landscaping shall be maintained in good, neat, and living condition throughout. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush, dead or dying trees, shrubs or plants, junk, trash, refuse or other unsightly growths or objects, then the SUBDIVIDER or ASSOCIATION may enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The property, buildings, improvements, and appurtenances shall be kept in good, safe, clean, neat and attractive condition. All buildings and structures shall be maintained in a finished, painted and attractive condition, and no rust stains or discoloration shall be permitted upon the exterior surfaces of any buildings and structures.

A. Upon the failure to maintain the property, buildings, structures, improvements, appurtenances and landscaping to the satisfaction of the SUBDIVIDER or ASSOCIATION and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be a lien on the land. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, have been fully paid.

14. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the SUBDIVISION and the surrounding area, and in order to supplement public facilities and services to be furnished by the SUBDIVIDER and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, the lots in the SUBDIVISION are hereby made subject to an annual assessment commencing with the year 1988. Such annual assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing

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lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection 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. Such assessment shall be payable annually on the first day of January each year in advance to the ASSOCIATION, at the office of the ASSOCIATION, presently located at 3300 University Drive, Coral Springs, Florida 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgment of the ASSOCIATION require and shall be apportioned in proportion to their respective area, but in no event shall such annual assessments among the lots exceed a sum equal to two (\$00.02) cents per square foot. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien as herein provided, have been fully paid.

15. EFFECT OF NON-PAYMENT OF ASSESSMENT TO ASSOCIATION. If the assessments herein provided are not paid on the date when due, then such assessments shall be delinquent and shall, together with interest at the highest legal rate and costs of collection including reasonable attorneys' fees, thereupon be a continuing lien on the property which shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives, successors and assigns with the personal obligation of the then OWNER remaining his personal obligation as set forth in Paragraph 14 hereof.

16. HOMEOWNERS' ASSOCIATION. The HOMEOWNERS' ASSOCIATION has been incorporated for the benefit of the OWNERS in the SUBDIVISION. The OWNER of any lot in the SUBDIVISION (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall automatically become a member of the HOMEOWNERS' ASSOCIATION.

- A. All OWNERS hereby covenant and agree to pay to the HOMEOWNERS' ASSOCIATION any annual assessments or charges, and any special assessments for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as hereinafter provided and/or provided in the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION. All such assessments, together with interest thereon from the due date at the highest legal rate under the laws of the State of Florida and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made, and shall also be the personal obligation of the OWNER. No OWNER may waive benefits or otherwise escape liability for the assessments provided for herein by abandonment.
- B. The annual and special assessments levied by the HOMEOWNERS' ASSOCIATION shall be used exclusively for the purpose of promoting the health, safety, aesthetic enjoyment and welfare of the residents of the SUBDIVISION and (without limiting the generality of the foregoing) in particular for the construction, installation and maintenance of Decorative and Entrance Walls and landscaping on certain lands. Said lands may be located outside the SUBDIVISION as well as within the SUBDIVISION. Said assessments shall include but not be limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the HOMEOWNERS' ASSOCIATION.

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C. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the HOMEOWNERS' ASSOCIATION to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semiannual or annual installments, as determined by said Board.

17. MAINTENANCE EASEMENT AND AGREEMENT. SUBDIVIDER, simultaneously with the recording hereof, shall grant to the HOMEOWNERS' ASSOCIATION an Easement for the installation, maintenance, operation, repair and replacement of Decorative and Entrance Walls, landscaping and irrigation systems over, upon and under the land described in EXHIBIT "B", which is attached hereto and made a part hereof (hereinafter "the easement land"). SUBDIVIDER hereby reserves unto itself, its successors and assigns, a concurrent easement for the construction, reconstruction, maintenance, repair, alteration and removal of Decorative and Entrance Walls and for the planting, replanting, maintenance, irrigation and removal of landscaping over, upon and under the easement land. Said concurrent easement may be used by SUBDIVIDER if, in SUBDIVIDER'S sole judgment, any wall or landscaping on the easement land has not been maintained in accordance with the obligations set forth in the Easement. Upon the failure to maintain any wall or landscaping on the easement land as aforesaid to the satisfaction of the SUBDIVIDER, and upon the HOMEOWNERS' ASSOCIATION or OWNER'S failure to make such correction within thirty (30) days of written notice from SUBDIVIDER, SUBDIVIDER may enter upon the easement land and make such improvements or corrections as may be necessary, the cost of which shall be paid by the HOMEOWNERS' ASSOCIATION or OWNER, as the case may be. Such entry by SUBDIVIDER or its agents shall not be a trespass and by acceptance of a deed for a lot described in EXHIBIT "B", the OWNER has expressly given the SUBDIVIDER the continuing permission to do so which permission may not be revoked.

- A. If SUBDIVIDER incurs any expense in improving or correcting as aforesaid any wall or landscaping on the easement land on behalf of the HOMEOWNERS' ASSOCIATION the entire cost of said maintenance shall be borne by the HOMEOWNERS' ASSOCIATION and be payable within thirty (30) days of demand; or at the option of SUBDIVIDER, the entire cost of said maintenance shall be borne by the OWNERS. In order to apportion said cost among the OWNERS, SUBDIVIDER shall have the same power to levy assessments upon the OWNERS and the same remedies to enforce payment of said assessments as are possessed by the HOMEOWNERS' ASSOCIATION as described in Paragraph 16 herein.
- B. If SUBDIVIDER incurs any expense in improving or correcting as aforesaid any wall on behalf of any OWNER who, pursuant to the Easement, is directly obligated to make such improvements or corrections, the entire cost of said maintenance shall be borne by said OWNER in accordance with Paragraph 13A herein.
- C. Prior to the commencement by HOMEOWNERS' ASSOCIATION or an OWNER of any substantial repair or alteration of any Decorative and/or Entrance Wall, HOMEOWNERS' ASSOCIATION or OWNER shall obtain the written approval of SUBDIVIDER for said substantial repair or alteration. The determination as to whether any repair or alteration is "substantial" shall be made in the sole discretion of SUBDIVIDER.
- D. No vehicular ingress or egress and no paving or driveways shall be permitted on, across or through the easement land. No OWNER shall erect any fence material on or over the easement land.

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18. TRUCKS, COMMERCIAL AND RECREATIONAL VEHICLES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS, TRAILERS AND BUSES. No truck or commercial vehicle of any kind shall be permitted to be parked in the SUBDIVISION for a period of more than four (4) hours unless the same is temporarily present and necessary in the actual construction or repair of a building on a lot. No truck or commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, buses or trailers of any kind, campers, recreational vehicles, motor homes or mobile homes shall be permitted to park in the SUBDIVISION at any time unless kept fully enclosed inside a building on a lot. None of the aforementioned shall be used as a domicile or a residence, either permanent or temporary.

19. NO SUBDIVISION. None of the lots in the SUBDIVISION shall be divided or sold except as a whole, without the written approval of the SUBDIVIDER or ASSOCIATION.

20. NOTATION ON PLAT. On sheet one (1) of four (4) sheets of the Plat of WEST GLEN, recorded in Plat Book 128, at Page 3, of the Public Records of Broward County, Florida there is a notation which states:

"This Plat has been approved by BROWARD COUNTY and restricted to the construction of not more than 264 residential dwelling units. This note is for the benefit of BROWARD COUNTY with respect to the payment of impact fees only, and may be amended at any time by an agreement between FLORIDA NATIONAL PROPERTIES, INC., and BROWARD COUNTY, or by replatting."

In accordance with said notation, SUBDIVIDER hereby reserves the unilateral right to amend said notation and/or replat all or any portion of SUBDIVISION owned by SUBDIVIDER at any time or from time to time.

21. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the property, those easements shown upon the recorded Plat of the SUBDIVISION being designated "Utility Easement" on said Plat. Said easements are also hereby reserved for the purpose of ingress and egress to and from the Easement described in Paragraph 17 hereof. There is also hereby reserved for a term of twenty (20) years from the date of this instrument, by the SUBDIVIDER, its successors and assigns, full free right and authority to lay, operate, and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines, and such other public service facilities as SUBDIVIDER or ASSOCIATION may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width or six (6) feet in width, as the case may be, being six (6) feet (as measured at right angles) from all side, front and rear lot lines in the SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause to be recorded from time to time various declarations of easement setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.

22. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the SUBDIVISION. No noxious, unpleasant or offensive activity shall be carried on, nor shall anything be done in the SUBDIVISION which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

23. FILLING IN. No lot shall be increased in size by filling in the water on which it abuts, and the slope of abutting canal and lake banks shall be maintained by OWNER.

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24. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

- A. Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of SUBDIVIDER or ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees, or invitees of his tenants at any time.

25. NOTICE TO SUBDIVIDER, ASSOCIATION OR HOMEOWNERS' ASSOCIATION. Notices to SUBDIVIDER or ASSOCIATION, or requests for approval of plans and specifications as required by this Declaration shall be in writing and delivered or mailed to SUBDIVIDER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by SUBDIVIDER or ASSOCIATION. Notice to HOMEOWNERS' ASSOCIATION, if required by this Declaration, shall be in writing and delivered or mailed to HOMEOWNERS' ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by HOMEOWNERS' ASSOCIATION.

26. NOTICE TO OWNER. Notice to OWNER of a violation of any of these restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Secretary of State of Florida if OWNER be a corporation or limited partnership.

27. NON-LIABILITY OF SUBDIVIDER OR ASSOCIATION. Neither SUBDIVIDER nor ASSOCIATION shall in any way or manner be held liable or responsible for any violation of these restrictions by any person or entity other than themselves.

28. APPROVALS. Any approval or disapproval by either SUBDIVIDER or ASSOCIATION under this Declaration shall be similarly deemed approval or disapproval by the other.

29. RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER and ASSOCIATION for a period of thirty (30) years from the date these restrictions are recorded, after which time the said restrictions shall be extended for successive periods of ten (10) years unless an instrument signed by the then OWNERS of a majority of the lots in the SUBDIVISION has been recorded agreeing to change said restrictions in whole or in part.

30. COMPLETION OF CONSTRUCTION - REMEDY. When the construction of any structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, and if the OWNER fails to make substantial progress toward completion within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION (which may be furnished within said sixty (60) day period), the SUBDIVIDER or ASSOCIATION may enter upon the lot without the same being deemed a trespass and take such steps as may be required to correct the undesirable appearance or existence of the structure, including, but not limited to, demolition and/or removal thereof, and/or pursue any of the remedies under this Declaration as SUBDIVIDER or ASSOCIATION determines. The reason

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for such correction shall be solely in the discretion of SUBDIVIDER or ASSOCIATION and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs and attorneys' fees incurred in such action which shall be a continuing lien against said lot collectible in accordance with Paragraph 13A hereof.

31. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in their sole discretion, modify, amend, waive, or add to this Declaration, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

32. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure 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 require certain performances or to recover damages or to enforce any lien created by these covenants. Any costs of enforcement or collection, including reasonable attorneys' fees, which fees shall include those caused by reason of any appellate proceedings, incurred in the enforcement of or collection on these covenants, restrictions or liens shall be paid by OWNER. Failure by the ASSOCIATION or SUBDIVIDER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

33. SEVERABILITY. Invalidation of any of these restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

IN WITNESS WHEREOF, SUBDIVIDER does hereby execute this Declaration in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 8th day of April, 1987, at Coral Springs, Florida.



FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntmeyer, President

Attest: [Signature]
A. N. Malanos, Secretary

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STATE OF FLORIDA)
 : ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of April, 1987, by W. BUNTEMEYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 6, 1988
G.S. 610.04 GENERAL INS. UND.

Exhibit "A"

State of Florida



Department of State

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

THE WEST GLEN ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on April 3, 1987.

The document number of this corporation is N19968.

A NON-PROFIT CORPORATION.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 3rd day of April 1987.



George Firestone
Secretary of State

CR2E022 (10-85)

CR2E040 (4-84)

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ARTICLES OF INCORPORATION

of

THE WEST GLEN ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I

NAME

The name of this corporation shall be THE WEST GLEN ASSOCIATION, INC. (hereinafter referred to as the "HOMEOWNERS' ASSOCIATION").

ARTICLE II

PURPOSES

The general nature, objects and purposes of the HOMEOWNERS' ASSOCIATION are:

A. To provide decorative and entrance wall maintenance, landscaping and irrigation for portions of the property subject to the Declaration of Restrictions and Protective Covenants for WEST GLEN (hereinafter referred to as the "RESTRICTIONS"), to be recorded in the Public Records of Broward County, Florida. The property subject to the RESTRICTIONS shall be referred to herein as WEST GLEN and is more particularly described as follows:

ALL of blocks A, B, C, D, E, F, G, H, J, K, L, M, N, P and R in WEST GLEN, according to the Plat thereof, as recorded in Plat Book 128, page 3, of the Public Records of Broward County, Florida; said lands situate, lying and being in the City of Coral Springs, Broward County, Florida.

B. To provide, purchase, construct, improve, maintain, repair, replace and operate decorative and entrance wall areas, landscaping and associated lighting and irrigation systems on, upon, over and under those portions of WEST GLEN designated as Landscape Easements and/or Landscape Planting Strips in the RESTRICTIONS, in the WEST GLEN Plat, or by

separate instrument executed by the SUBDIVIDER and recorded in the Public Records of Broward County, Florida.

C. To operate, without profit, for the sole and exclusive benefit of its MEMBERS.

D. To enter into easement agreements or other use or proprietary agreements whereby the HOMEOWNERS' ASSOCIATION may obtain the use or possession of certain real property not owned by it and to maintain and pay for the insurance, administration, upkeep, repair, replacement and maintenance of such property.

ARTICLE III

GENERAL POWERS

The general powers that the HOMEOWNERS' ASSOCIATION shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the MEMBERS for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, and agreements to effectuate the purposes for which the HOMEOWNERS' ASSOCIATION is organized.

C. To delegate power or powers where such is deemed in the interest of the HOMEOWNERS' ASSOCIATION.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To make, levy and collect assessments against property in WEST GLEN to defray expenses and cost of effectuating the objects and purposes of the HOMEOWNERS' ASSOCIATION, and to create reasonable reserves for such expenditures as deemed necessary, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida or other organizations for the collection of such assessments.

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F. To charge recipients for services rendered by the HOMEOWNERS' ASSOCIATION when such is deemed appropriate by the Board of Directors.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the HOMEOWNERS' ASSOCIATION.

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

I. Notwithstanding anything contained herein to the contrary, the HOMEOWNERS' ASSOCIATION shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall MEMBERS perform any such activities in the name of the HOMEOWNERS' ASSOCIATION.

ARTICLE IV

MEMBERS AND DEFINITIONS

A. The MEMBERS of the HOMEOWNERS' ASSOCIATION shall consist of the record property OWNERS of LOTS in WEST GLEN, including the record OWNERS of a fee interest in a portion of a LOT if the portion has separate ownership from other portions of said LOT and comprises or contains a dwelling unit, and all such record property OWNERS shall be MEMBERS of the HOMEOWNERS' ASSOCIATION.

B. The following words when used in these Articles of Incorporation shall have the following meanings:

1. "SUBDIVIDER" means and refers to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, its successors and assigns.

2. "Board" or "Board of Directors" means and refers to the Board of Directors of the HOMEOWNERS' ASSOCIATION.

3. "OWNER" means and refers to every person or persons, or entity or entities, who are record owners of a fee simple interest in any LOT, or portion thereof, in

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WEST GLEN, their heirs, legal representatives, successors or assigns.

4. "LOT" means and refers to a numbered lot situate in WEST GLEN, according to the Plat thereof, as recorded in Plat Book 128, at page 3, of the Public Records of Broward County, Florida.

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, a MEMBER shall be entitled to one (1) vote for each LOT owned. When more than one person holds a fee interest in any one (1) LOT, all such persons shall be MEMBERS, and the one (1) vote for such LOT shall be exercised as the OWNERS among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) LOT. The affirmative vote of a majority of the votes of the MEMBERS at any meeting of the MEMBERS duly called at which a quorum is present, shall be binding upon the MEMBERS.

B. The SUBDIVIDER shall have the right to appoint all of the Board of Directors so long as it owns at least five (5) LOTS in WEST GLEN.

C. The SUBDIVIDER shall have the right to appoint two (2) members to the Board of Directors so long as it owns less than five (5) LOTS, but more than one (1) LOT in WEST GLEN.

D. The HOMEOWNERS' ASSOCIATION will obtain funds with which to operate by assessment of its MEMBERS in accordance with the provisions of the RESTRICTIONS, as supplemented by the provisions of the Articles of Incorporation and By-laws of the HOMEOWNERS' ASSOCIATION relating thereto.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the HOMEOWNERS' ASSOCIATION shall be managed by a Board of Directors consisting of five (5) Directors. The SUBDIVIDER shall have the right to appoint all of the Board of Directors until the first annual meeting of the MEMBERS. So long as the SUBDIVIDER shall have the right to appoint all of the Board of Directors, Directors need not be MEMBERS of the HOMEOWNERS' ASSOCIATION and need not be residents of WEST GLEN; thereafter Directors shall be MEMBERS of the HOMEOWNERS' ASSOCIATION and residents of WEST

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GLER and of the State of Florida, except for those who are appointed by the SUBDIVIDER. At the option of the SUBDIVIDER, MEMBERS other than SUBDIVIDER may be given the right to elect two (2) Directors while SUBDIVIDER has the right to appoint all of the Board of Directors. Election shall be by plurality vote. The first annual meeting of the MEMBERS shall be held at the call of the SUBDIVIDER. At the first annual meeting of the MEMBERS an election for three (3) members of the Board of Directors shall be held. The term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and the term of the other two (2) elected directors shall be established at one (1) year each. The SUBDIVIDER shall have the right to select two (2) Directors to serve for terms of two (2) years each, for so long as it owns a LOT. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each succeeding annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until removed from office with or without cause by the affirmative vote of a majority of the MEMBERS which elected or appointed them. In no event may a Board member appointed by the SUBDIVIDER be removed except by action of SUBDIVIDER. Any Director appointed by the SUBDIVIDER shall serve at the pleasure of the SUBDIVIDER, and may be removed from office, and a successor Director appointed at any time by the SUBDIVIDER.

B. The names and addresses of the members of the first Board of Directors, who shall hold office until the first annual meeting of the HOMEOWNERS' ASSOCIATION, and until their successors are elected or appointed and have qualified, are as follows:

P. J. Angelo	3300 University Drive, Coral Springs, FL 33065
R. C. Dillon	3300 University Drive, Coral Springs, FL 33065
S. M. High	3300 University Drive, Coral Springs, FL 33065
J. P. McGowan	3300 University Drive, Coral Springs, FL 33065
J.P. Taravella, Jr.	3300 University Drive, Coral Springs, FL 33065

ARTICLE VII

OFFICERS

A. The officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board may from time

to time deem necessary. Any two (2) or more offices may be held by the same person except for the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

B. The names of the officers who are to manage the affairs of the HOMEOWNERS' ASSOCIATION until the annual meeting of the Board of Directors to be held in the year 1988, and until their successors are duly elected and qualified are:

- R. C. Dillon, President
- J. P. Taravella, Jr., Vice-President
- J. P. McGowan, Treasurer
- P. J. Angelo, Secretary
- S. E. High, Assistant Secretary

ARTICLE VIII

CORPORATE EXISTENCE

The HOMEOWNERS' ASSOCIATION shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors may, from time to time, adopt, alter or rescind By-Laws not inconsistent with these Articles.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

A. The Board of Directors, by majority vote, shall adopt a Resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the MEMBERS.

B. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the MEMBERS.

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C. Such proposed Amendment shall be submitted to and approved by the MEMBERS at such meeting. Any number of Amendments may be submitted to the MEMBERS and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the MEMBERS entitled to vote thereon.

D. An Amendment to these Articles of Incorporation may be made by a written statement signed by all MEMBERS and Directors eligible to vote in lieu of the above procedure.

E. Notwithstanding the foregoing, no Amendment affecting FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as SUBDIVIDER of WEST CLEM shall be effective without the prior written consent of said FLORIDA NATIONAL PROPERTIES, INC., or its successors or assigns, as SUBDIVIDER.

ARTICLE XI
INCORPORATOR

The name and address of the Incorporator of these Articles is FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, of 3300 University Drive, Coral Springs, Florida 33065.

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the HOMEOWNERS' ASSOCIATION (and the Directors and Officers as a group) shall be indemnified by the HOMEOWNERS' ASSOCIATION against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the HOMEOWNERS' ASSOCIATION. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or

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Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the HOMEOWNERS' ASSOCIATION and one or more of its Directors or Officers, or between the HOMEOWNERS' 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 a 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 HOMEOWNERS' ASSOCIATION shall incur liability by reason of the fact that he is or may be interested in such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION OF THE HOMEOWNERS' ASSOCIATION

A. Upon dissolution of the HOMEOWNERS' 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 order:

1. Real property contributed to the HOMEOWNERS' ASSOCIATION without the receipt of other than nominal consideration by the SUBDIVIDER (or its successors in interest) shall be returned to the SUBDIVIDER (whether or not a MEMBER at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of

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Directors of the HOMEOWNERS' ASSOCIATION to be appropriate for dedication and which the authority is willing to accept; and

3. The remaining assets shall be distributed among the MEMBERS, subject to the limitations set forth below, as tenants in common, each MEMBER'S share of the assets to be determined in accordance with his voting rights.

B. The HOMEOWNERS' ASSOCIATION may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Directors; three-fourths (3/4) of the MEMBERS; and the issuance thereafter of a decree of dissolution by a Circuit Judge as provided for in Section 617.05 Florida Statutes, as amended.

ARTICLE XV

GENDER

Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

ARTICLE XVI

DESIGNATION OF REGISTERED AGENT

FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, is hereby designated as the HOMEOWNERS' ASSOCIATION'S Registered Agent for service of process within the State of Florida, at 3300 University Drive, 9th Floor, Coral Springs, Broward County, Florida 33065.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 3rd day of April, 1987.

FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntmeyer, President

Attest: [Signature]
A. N. Malanos, Secretary

[Corporate Seal]

OFFICE
RECORDED
APR 14 1987
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STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The following Articles of Incorporation were acknowledged before me this 3rd day of April, 1987, by W. BUNTEMAYER, President, and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires: 11/30/94 *John J. Scoville*
Notary Public
[Notary Seal]

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That certain 10.00 foot "LANDSCAPE-PLANTING STRIP" adjoining Lakeview Drive, that certain 15.00 foot "LANDSCAPE-PLANTING STRIP" adjoining West Atlantic Boulevard, and that certain 15.00 foot "LANDSCAPE-PLANTING STRIP" adjoining Riverside Drive, all as shown on the plat of WEST GLEN, recorded in Plat Book 128 at Page 3 of the Public Records of Broward County, Florida.

Said land being in the City of Coral Springs, Broward County, Florida.

*R. Y. D.
Dec. 8, 1962*

RECORDED IN THE PUBLIC RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
CELENE BRUCE
CLERK

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Exhibit "B"