

Prepared by:
Ryan M. Aboud, Esq.
Backer Law Firm, P.A.
The Arbor, Suite 420
400 South Dixie Highway
Boca Raton, FL 33432

HOMEOWNERS ASSOCIATION NOTICE
PURSUANT TO CHAPTER 712.06, Fla. Stat.

Pursuant to Chapter 712, Fla. Stat., West Glen Association, Inc. files this notice indicating its intent and desire to preserve the covenants and restrictions contained in the Association's governing documents as such are defined in Chapter 720, Fla. Stat., and, by filing this notice for record, preserves and protects said governing documents from extinguishment by operation of Chapter 712, Fla. Stat.

The undersigned hereby certifies that the preservation of the governing documents and all covenants and restrictions therein has been approved by at least two thirds of the Board of Directors of West Glen Association, Inc. at a meeting for which notice of the meeting's time and place and containing the statement of marketable title action described in Section 712.06(1)(b), Fla. Stat., was mailed or hand delivered to members of West Glen Association, Inc. not less than seven (7) days prior to such meeting.

- (a) Name of Association: West Glen Association, Inc.
 - (b) Attached to this Notice as Exhibit A is an affidavit executed by the appropriate member of West Glen Association, Inc.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section 712.06(1)(b), Fla. Stat. to be mailed or hand delivered to the members of West Glen Association, Inc.
 - (c) Full and Complete Description of all land affected by this Notice:
 - 1. 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.
 - 2. 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.

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HOMEOWNERS ASSOCIATION NOTICE
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(d) Statement of Claim:

A list and complete set of the governing documents including all amendments thereto which contain the covenants and restrictions sought to be preserved by this Notice are attached hereto as Exhibit B and incorporated herein by reference.

(e) Description of instrument:

The Declaration of Restrictions and Protective Covenants for West Glen recorded in Official Records Book 14331 at Page 307 of the Public Records of Broward County, Florida, the Association's Articles of Incorporation which are attached as an exhibit to the Declaration, the Association's Bylaws and all amendments thereto.

IN WITNESS WHEREOF, this Notice was signed and sealed on the 17th day of August, 2010.

Signed, sealed and delivered in the presence of:

[Signature]

Frank Waters
Print name of witness
[Signature]

John Sheehan
Print name of witness
[Signature]

Frank Waters
Print name of witness
[Signature]

John Sheehan
Print name of witness

West Glen Association, Inc.
[Signature] (SEAL)
By: Harold Kaplan, President

ATTEST
[Signature] (SEAL)
By: Alfredo Gomez, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of August, 2010 by Harold Kaplan and Alfredo Gomez, the President and Secretary, respectively, of West Glen Association, Inc. who are personally known to me and they did take an oath.

My Commission Expires:

Notary Public:

[Signature]
Michelle S Horowitz
Print Notary Name

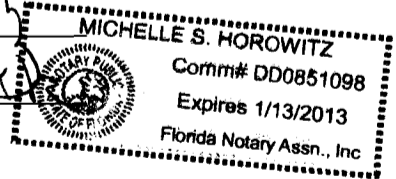


EXHIBIT A

Affidavit executed by the appropriate member of West Glen Association, Inc.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section 712.06(1)(b), Fla. Stat., to be mailed or hand delivered to the members of West Glen Association, Inc.

AFFIDAVIT

Before me, the undersigned authority, personally appeared, Alfredo Gomez who, after being duly sworn, deposes and says:

1. I am Secretary (office held) and a member of the Board of Directors of WEST GLEN ASSOCIATION, INC. and have been authorized by the Board of Directors to sign this affidavit.
2. All matters set forth herein are true and made of my own personal knowledge.
3. I affirm that the Board of Directors of WEST GLEN ASSOCIATION, INC. caused a notice containing the date, time and place of the meeting of the Board of Directors of the Association held on August 17, 2010 to be provided to all members by hand delivery or U.S. mail more than seven (7) days prior to the meeting and posted in a conspicuous place in the community at least forty-eight (48) hours prior to the meeting. The notice identified above is attached to this affidavit as Exhibit A.
4. I affirm that the Board of Directors of WEST GLEN ASSOCIATION, INC. caused the Statement of Marketable Title Action required by Section 712.06(1)(b), Fla. Stat., to be included in the notice mailed or hand delivered to all members of the Association.

Further Affiant Sayeth Naught.

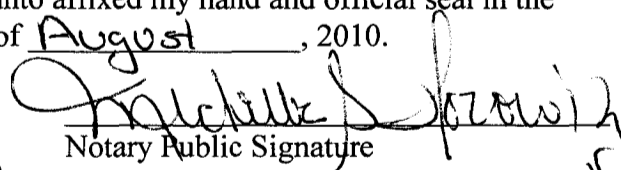
Signed: 
 Print Name: Alfredo Gomez

STATE OF FLORIDA
COUNTY OF BROWARD

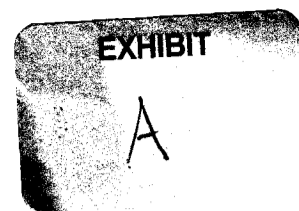
Before me, the undersigned authority, personally appeared Alfredo Gomez to me known to be the person described in and who executed the foregoing instrument (personally known to me if left blank or produced _____ as identification), took an oath that the foregoing was true and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the County and State last aforesaid this 17 day of August, 2010.

My Commission Expires:


 Notary Public Signature
Michelle S Horowitz
 Print Notary Name





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

TO ALL MEMBERS:

A meeting of the Board of Directors is scheduled for the following date, time and place.

Date: August 17, 2010

Time: 7:00 P.M.

Place: Cypress Hall: 1300 Coral Springs Drive, Coral Springs

The governing documents of West Glen Association, Inc, that provide for the rights and obligations of the members and provide for the maintenance and improvement of the property in our community are approaching thirty years old. A statute exists on the books in Florida that could, under some circumstances, extinguish the existing covenants after they have existed thirty years. Needless to say, the extinguishment of our covenants and restrictions would be devastating to West Glen Association, Inc. and destroy its property values. At the meeting called for on the above date and time, the Board will consider approving and filing of a Notice in the Public Records of Broward County consistent with Section 712.06, Fla. Stat., to preserve and protect the covenants and restrictions contained in the governing documents of West Glen Association, Inc. and prevent their extinguishment under the terms of the referenced statutes.

STATEMENT OF MARKETABLE TITLE ACTION

The West Glen Association, Inc. has taken action to ensure that its Declaration of Restrictions recorded in Official records Book 14331 at Page 307 of the Public records of Broward County, Florida, as may be amended from time to time, which was recorded to burden 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 in all instances where the Marketable Record Title Act has not affected that burden. To this end, the West Glen Association, Inc. 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.

Dated: August 9, 2010

BY ORDER OF THE BOARD OF DIRECTORS

ALFREDO GOMEZ, Secretary
The West Glen Association, Inc.

EXHIBIT B

List of governing documents identified by Official Record Book and Page and copies of recorded covenants and restrictions.

WEST GLEN ASSOCIATION, INC.

Governing Documents

1. Declaration of Restrictions and Protective Covenants for West Glen.
ORB 14331, Page 307, Public Records of Broward County, Florida
2. Amendment to Declaration of Restrictions and Protective Covenants for West Glen.
ORB 14464, Page 97, Public Records of Broward County, Florida
3. Notice Regarding Non-Enforcement of Declaration of Restrictions and Protective Covenants.
ORB 25383, Page 858, Public Records of Broward County, Florida
4. By-Laws of The West Glen Association, Inc.
5. The West Glen Association, Inc. Waiver, Consent and Resolution of Board of Directors.

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;

WITNESSETH:

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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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.

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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. Buntemeyer, 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. BUNTEMAYER 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 PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 6, 1988
BROWARD TRUST GENERAL INS. UNO.

[Notary Seal]

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 the MEMBERS.

D. To enter into encumbrance agreements or other use or possessory 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 propoganda 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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GLEN 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. Faravella, Jr., Vice-President
- J. P. McGowan, Treasurer
- P. J. Angelo, Secretary
- S. M. 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 GLEN 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
APPROVED
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STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The following Articles of Incorporation were acknowledged before me this 11th day of April, 1987, by W. BUNTEMAYER, President, and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPRIETIES, INC., a Florida corporation, on behalf of the corporation.

Henry J. S. Skell
Notary Public

My Commission Expires: 1/1/88

[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. M. D.
Dec 8, 1986*

RECORDED IN PUBLIC RECORDS BOOK
67 PAGE 1000
CELENE BRUCE

REC 14331 PAGE 329

Exhibit "B"

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27 MAY 20 09:20

AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
WEST GLEN

KNOW ALL MEN BY THESE PRESENTS that FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation (the "SUBDIVIDER"), presently having its principal place of business in Coral Springs, Florida, by virtue of the powers reserved unto it in ARTICLE II, Paragraph 31, of that certain DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WEST GLEN (the "DECLARATION"), dated the 8th day of April, 1987, and recorded on the 3th day of April, 1987, in Official Records Book 14331, at Page 307, of the Public Records of Broward County, Florida, and as owner of all of the real property which is subject to the DECLARATION, 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,

hereby declares:

THAT the DECLARATION is hereby amended as follows:

A. To delete therefrom Paragraph 2B, ARTICLE II, SETBACK LINES, SIZE OF BUILDINGS AND BUILDING HEIGHT, which reads:

2B. Minimum rear setbacks shall be a 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.

and to insert the following new Paragraph 2B, ARTICLE II, SETBACK LINES, SIZE OF BUILDINGS AND BUILDING HEIGHT, in its place and stead:

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

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

48229

REC-14464-07

32/28

2B. Minimum rear setbacks shall be as follows:

<u>Lots</u>	<u>Setback</u>
Lots 1 through 6, inclusive, Block A	30 Feet
Lot 8, Block A	30 Feet
Lots 10 through 12, inclusive, Block A	30 Feet
Lots 7 and 9, Block A	25 Feet
Lots 1 through 3, inclusive, Block B	30 Feet
Lots 42 through 47, inclusive, Block B	30 Feet
Lot 41, Block B	25 Feet
Lots 1 through 7, inclusive, Block H	30 Feet
Lots 1 through 12, inclusive, Block M	30 Feet
Lot 13 and Lot 24, Block M	20 Feet

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

All other lots in the SUBDIVISION shall have a minimum rear setback of fifteen (15) feet.

B. To delete therefrom Paragraphs 2C and 2D, ARTICLE II, SETBACK LINES, SIZE OF BUILDINGS AND BUILDING HEIGHT, which read:

2C. All lots shall have a minimum side setback of seven and one-half (7-1/2) feet.

2D. Corner lots shall have a minimum street side setback of fifteen (15) feet.

and to insert the following new Paragraphs 2C and 2D, ARTICLE II, SETBACK LINES, SIZE OF BUILDINGS AND BUILDING HEIGHT, in their place and stead:

2C. All lots shall have a minimum non-street side setback of seven and one-half (7-1/2) feet.

2D. All corner lots in the SUBDIVISION, except for Lot 34, Block M and Lot 1, Block R, shall have a minimum street side setback of fifteen (15) feet.

Lot 34, Block M shall have a minimum street side setback of seventeen and one-half (17-1/2) feet. Lot 1, Block R shall have a minimum street side setback of twenty (20) feet.

IN WITNESS WHEREOF, the SUBDIVIDER has caused these presents to be executed in its name, and its corporate seal to be hereunto

REC 1446 AME 38

affixed, by its proper officers thereunto duly authorized, this 21st day of May, 1987.



FLORIDA NATIONAL PROPERTIES, INC.

By: W. Buntmeyer
W. Buntmeyer, President

APPROVED
[Signature]
[Signature]

Attest: Ronald C. Dillon
Ronald C. Dillon,
Assistant Secretary

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

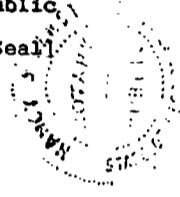
The foregoing instrument was acknowledged before me this 21st day of May, 1987, by W. Buntmeyer, President and Ronald C. Dillon, Assistant Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Wynny J. Hester
Notary Public

[Notary Seal]

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 4/12/2008
BONDED TO THE GENERAL I.S. CO.



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

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THIS INSTRUMENT PREPARED BY/
RECORD AND RETURN TO:

WC

KENNETH Y. GORDON, ESQUIRE
WCI COMMUNITIES LIMITED PARTNERSHIP
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

WC

**NOTICE REGARDING
NON-ENFORCEMENT OF
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Florida National Properties, Inc. is the "SUBDIVIDER" or "DECLARANT" (hereinafter referred to as "DECLARANT") and Ocean Mile Association, Inc. is the "ASSOCIATION" named in the Declaration of Restrictions (the "Restrictions") identified on Exhibit "A" affixed hereto.

WHEREAS, DECLARANT and ASSOCIATION have heretofore reserved or have been granted the right and power of enforcement of certain restrictive covenants described in the Restrictions, the right and power to approve certain plans for improvements constructed upon properties encumbered by the Restrictions, and the right and power to assess properties encumbered by such Restrictions; and

WHEREAS, WCI Communities Limited Partnership, a Delaware limited partnership ("WCI") is the successor by merger of DECLARANT and ASSOCIATION; and

WHEREAS, WCI, as the successor to DECLARANT and ASSOCIATION no longer desires to participate in the enforcement of the Restrictions, nor does WCI desire to approve any architectural or other plans for improvements constructed upon properties encumbered by the Restrictions, nor does WCI desire to assess any of the properties encumbered by the Restrictions. .

NOW THEREFORE, KNOW YE;

1. WCI does hereby relinquish and disclaim all of its right and power to enforce the restrictive covenants, and does hereby declare that it shall no longer exercise any right and power it may have to do so, insofar as same may apply to the real property subject to the Restrictions described on Exhibit "A", attached hereto and made a part hereof and any amendments thereto, including, without limitation, (i) acceptance, review, processing or approval of any architectural or other plans for improvements; (ii) enforcement of use restrictions; (iii) enforcement of maintenance covenants; and (iv) levy and enforcement of assessments.

2. WCI hereby declares that it shall accept no responsibility nor liability relating to the Restrictions, the enforcement or non-enforcement of same, nor the status or appearance of the properties which are subject to the Restrictions.

3. WCI hereby declares that it shall no longer accept, review, process or approve any architectural or other plans for improvements on property subject to the Restrictions and does hereby declare that it shall no longer exercise any right or power it may have to do so, by virtue of any restrictive covenants, insofar as same may apply to such property and declares that architectural and plan approval is no longer required from DECLARANT for improvements to be made to property subject to the Restrictions.

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4. Except as may heretofore appear of record, WCI has not assigned any right or power it may have to the Restrictions to any person or entity including, without limitation, enforcement, review or approval of architectural or other plans, and assessment of properties.

5. There are no assessments currently due or pending to WCI under the Restrictions with respect to any of the property subject to the Restrictions and WCI does hereby relinquish and disclaim any right or power it may have to do so, by virtue of any restrictive covenants, insofar as same may apply to such property.

6. Nothing herein contained shall be construed to or in any way limit the right of individual property owners of the property, or any portion thereof, subject to the Restrictions to enforce the Restrictions and restrictive covenants contained therein, nor shall these presents operate to release or reimpose any of the Restrictions.

IN WITNESS WHEREOF, WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, has hereunto caused these presents to be executed this 11th day of September, 1996, by its proper officer thereunto duly authorized.

WITNESSES:

WCI COMMUNITIES LIMITED PARTNERSHIP,
a Delaware limited partnership

Linda Melton
Name: Linda Melton

By: James P. McGowan
James P. McGowan, a/k/a J. P. McGowan *
Vice President

Maryann Nance
Name: Maryann Nance

*executed by authority given in Certificate of Authority/Power of Attorney recorded in Official Records Book 24523, at Page 589 through 596, both inclusive, of the Public Records of Broward County, Florida.

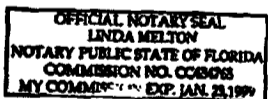
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11th day of September 1996, by James P. McGowan a/k/a J. P. McGowan, Vice President of WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership. He is personally known to me.

Linda Melton
Name:
Notary Public, State of Florida
Commission No.

My Commission Expires:

[Notary Seal]



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Exhibit "A"

1. Declaration of Restrictions for Coral Springs Country Club Subdivision Addition as recorded in the official book 3919 at page 651 of the public records of Broward County Florida.
2. Amendment and restatement of Declaration of Restrictions for A Portion of Cypress Run, as recorded in the official records book 9437 at page 518 of the public records of Broward County, Florida.
3. Declaration of Restrictions for Resubdivision of Parcel A Coral Springs II, as recorded in the official records book 3783 at page 890 of the public records of Broward County, Florida.
4. Declaration of Restrictions for blocks S, T, U, V, W, KK, LL, MM, NN, PP, QQ, RR, SS, VV, AB, AC, AD, and AE Cypress Run, as recorded in the official records book 8974 at page 28 of the pub. records of Broward County, Florida.
5. Declaration of Restrictions and Protective Covenants for Shadow Wood Villas and a Portion of Parcel "U", Shadow Wood, as recorded in the official records book 10066 at page 854 of the public records of Broward County, Florida.
6. Declaration of Restrictions for Coral Springs, Village Green, Resub. as recorded in the official records book 3838 at page 213 of the public records of Broward County, Florida.
7. Declaration of Restrictions for Coral Springs Village Green Addition #1, as recorded in the official book 3817 at page 883 of the public records of Broward County, Florida.
8. Declaration of Restrictions for Parcel B Westchester, as recorded in the official book 10786 at page 471 of the public records of Broward County, Florida.
9. Declaration of Restrictions and Protective Covenants for West Glen, as recorded in the official book 14331 at page 307 of the public records of Broward County, Florida.

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10. Declaration of Restrictions and Protective Covenants for Parcel "A" West Glen Village, as recorded in the official book 18937 at page 0889 of the public records of Broward County, Florida.

11. Declaration of Restrictions for Parcel "A" West Glen Manor, as recorded in the official book 19017 at page 0840 of the public records of Broward County, Florida.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BY-LAWS

of

THE WEST GLEN ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. "HOMEOWNERS' ASSOCIATION" as used herein, shall mean THE WEST GLEN ASSOCIATION, INC., a Florida corporation not for profit.

Section 2. The Declaration of Restrictions and Protective Covenants for WEST GLEN, according to the Plat thereof, as recorded in Plat Book 128, at page 3, of the Public Records of Broward County, Florida, shall be referred to herein as the "RESTRICTIONS".

Section 3. All other terms, which are defined in the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION shall be used herein with the same meanings as defined in said Articles of Incorporation.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the HOMEOWNERS' ASSOCIATION shall be located at the Coral Springs Financial Plaza, 3300 University Drive, Coral Springs, Florida 33065, or at such other place as may be established by resolution of the Board of Directors.

ARTICLE III

VOTING RIGHTS AND ASSESSMENTS

Section 1. Voting rights shall be as set forth in Article V of the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the highest legal rate under the usury laws of the State of Florida, and shall result in the suspension of a MEMBER'S voting privileges during any such period of nonpayment.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

Section 2. Any vacancy occurring on the Board of Directors because of the death, resignation or other termination of services of any Director shall be filled by the Board of Directors; except that the SUBDIVIDER, to the exclusion of other MEMBERS and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the SUBDIVIDER. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

ELECTION OF DIRECTORS;
NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the MEMBERS or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Election shall be by plurality vote.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee or by MEMBERS at the time of the meeting.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more MEMBERS. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the MEMBERS to serve from the close of each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided in Section 5 of

this Article and shall be made in advance of the time fixed in said Section 5 for the mailing of such ballots to MEMBERS.

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

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) contain space for a write-in vote by MEMBERS.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. Each MEMBER shall receive as many ballots as he has votes. Notwithstanding that a MEMBER may be entitled to several votes, he shall exercise on any one (1) ballot only one (1) vote for each vacancy shown thereon. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

Section 7. An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those MEMBERS who have the right to vote are able to cast votes and that the vote of any member or his proxy shall not be disclosed to anyone. Immediately after the announcement of the results, unless a recount is demanded by the MEMBERS, the ballots shall be destroyed.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the MEMBERS whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2 hereof.
- (b) To appoint and remove at pleasure all officers, agents and employees of the HOMEOWNERS' ASSOCIATION, except those

appointed by the SUBDIVIDER; prescribe their duties; fix their compensation; and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any MEMBER, Officer or Director of the HOMEOWNERS' ASSOCIATION in any capacity whatsoever.

- (c) To establish, levy, assess and collect the assessments or charges referred to in Article VI, Section 2 hereof.
- (d) In the event the HOMEOWNERS' ASSOCIATION acquires common properties and/or facilities, to adopt and publish rules and regulations governing the use of said common properties and/or facilities and the personal conduct of the MEMBERS and their guests thereon.
- (e) To exercise for the HOMEOWNERS' ASSOCIATION all powers, duties and authority vested in or delegated to the HOMEOWNERS' ASSOCIATION, except those reserved to the MEMBERS in the Articles of Incorporation.
- (f) In the event that any member of the Board of Directors (other than a member appointed by the SUBDIVIDER) shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Director to be vacant.

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

- (a) To cause to be kept minutes of all its acts and corporate affairs and to present a statement thereof to the MEMBERS at the annual or any special meeting of the MEMBERS;
- (b) To supervise all officers, agents and employees of the HOMEOWNERS' ASSOCIATION;
- (c) As more fully provided in the RESTRICTIONS:
 - (i) To fix the amount of the assessment against each LOT except any LOT owned by SUBDIVIDER for each assessment period at

least thirty (30) days in advance of such date or period, and, at the same time;

- (ii) To prepare a roster of OWNERS in WEST GLEN and the assessments applicable thereto which shall be kept in the office of the HOMEOWNERS' ASSOCIATION and shall be open to inspection by any MEMBER at reasonable times; and
- (d) To issue, or to cause any appropriate Officer to issue, upon request by any interested person, a Certificate setting forth whether any assessment of the HOMEOWNERS' ASSOCIATION has been paid. Such Certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VII

DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held at least once each calendar quarter. A regular meeting of the Board of Directors shall also be held immediately following the regular annual meeting of the MEMBERS.

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

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

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

or approvals shall be filed with the corporate records of the HOMEOWNERS' ASSOCIATION and made a part of the minutes of the meeting.

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

Section 6. Nothing herein shall restrict or prohibit members of the Board of Directors from participation in a meeting of the Board by means of a conference telephone call or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

ARTICLE VIII

OFFICERS

Section 1. The Officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Vice President, a Secretary and a Treasurer and such other Officers as may be deemed necessary or appropriate by the Board of Directors. The President and the Vice President shall be members of the Board of Directors.

Section 2. The Officers shall be chosen by a majority vote of the Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

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

Section 6. The Secretary of the HOMEOWNERS' ASSOCIATION shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign the Certificates of Membership, if any. He shall keep the records of the HOMEOWNERS' ASSOCIATION. He shall record in a book kept for the purpose the names of all MEMBERS of the HOMEOWNERS' ASSOCIATION together with their addresses as registered by such MEMBERS (see Article X, Section 3 hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation all money of the HOMEOWNERS' ASSOCIATION and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks of the HOMEOWNERS' ASSOCIATION, provided that such checks shall also be signed by the President or the Vice President. The Treasurer shall keep books of account according to generally accepted accounting principles consistently applied and cause an annual audit of the HOMEOWNERS' ASSOCIATION'S books to be made by an auditor, accountant, or certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the MEMBERS at their regular annual meeting.

ARTICLE IX

COMMITTEES

Section 1. The HOMEOWNERS' ASSOCIATION may have the following Committees: ~~(a) Recreation Committee; (b) Maintenance Committee, and (c) Finance and Audit Committee.~~ Unless otherwise provided herein, each Committee shall consist of a Chairperson and two or more members and shall include a member of the Board of Directors for Board contact. Committee members may be appointed by the Board of Directors to serve until the close of the next annual meeting. The Board of Directors may create, from time to time, such other Committees as it deems desirable.

Section 2. The Recreation Committee, if created by the Board of Directors, shall inform the MEMBERS of all activities and functions of the HOMEOWNERS' ASSOCIATION, and advise the Board on all matters pertaining to the recreational program and activities of the HOMEOWNERS' ASSOCIATION, if any, and shall perform such other functions as the Board, in its discretion, determines.

Section 3. The Maintenance Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the property of the HOMEOWNERS' ASSOCIATION, if any, and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Finance and Audit Committee, if created by the Board of Directors, shall supervise the annual audit of the HOMEOWNERS' ASSOCIATION'S books and approve the annual budget and balance sheet statement to be presented to the MEMBERS at their annual meeting. The Treasurer shall be an ex officio member of the Committee.

Section 5. It shall be the duty of each Committee, if created, to receive complaints from MEMBERS on any matter involving HOMEOWNERS' ASSOCIATION functions, duties, and activities within the Committee's field of responsibility. The Committee shall dispose of such complaints as it deems appropriate or refer them to such other Committee, Director or Officer of the HOMEOWNERS' ASSOCIATION as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. The annual meeting of the MEMBERS shall be held on the second Wednesday of the month of December in each year, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the MEMBERS shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the MEMBERS for any purpose may be called at any time by any three (3) or more members of the Board of Directors, or upon written request of MEMBERS who have the right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of meetings shall be given to the MEMBERS by the Secretary. Notice may be given to the MEMBERS either personally, or by sending a copy of the notice through the mail, postage prepaid, to the address appearing on the books of the HOMEOWNERS' ASSOCIATION. Each MEMBER shall register his address with the Secretary, and the notices of meetings shall be mailed by the Secretary to such address. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article V hereof, or any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of MEMBERS, or their proxies, entitled to cast one-fourth (1/4) of the votes of the entire membership shall constitute a quorum for

any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the RESTRICTIONS, shall require a quorum as therein provided.

ARTICLE XI

PROXIES

Section 1. At all meetings of MEMBERS, each MEMBER may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically terminate upon sale by the MEMBER of his LOT or interest therein in WEST GLEN.

Section 3. A MEMBER shall not be entitled to appoint more than one (1) proxy to attend on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given and may be in the following form or any other form which the Directors shall approve:

I, _____, being a MEMBER in good standing of THE WEST GLEN ASSOCIATION, INC., hereby appoint _____ as my proxy to vote for me and on my behalf at the annual meeting to be held on the ____ day of _____, 19__ and any and all adjournments thereof.

Signed this ____ day of _____, 19__.

(Signature of Member)

Lot __, Block __, WEST GLEN

ARTICLE XII

BOOKS AND PAPERS

The books, records and papers of the HOMEOWNERS' ASSOCIATION shall at all times, during reasonable business hours, be subject to inspection by any MEMBER.

ARTICLE XIII

CORPORATE SEAL

The HOMEOWNERS' ASSOCIATION shall have a seal in circular form having, inter alia, within its circumference, the words:

THE WEST GLEN ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at any regular or special meeting of the Board of Directors at which there is a quorum, by a vote of a majority of the Directors present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the RESTRICTIONS may not be amended except as provided in said RESTRICTIONS.

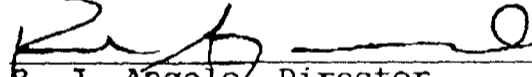
Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In case of any conflict between the RESTRICTIONS and these By-Laws, the RESTRICTIONS shall control. In case of any conflict between the Articles of Incorporation and the RESTRICTIONS, the RESTRICTIONS shall control.

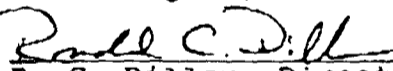
ARTICLE XV

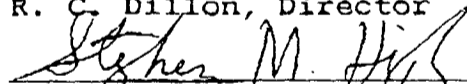
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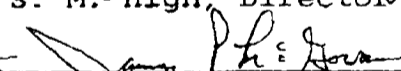
Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.


IN WITNESS WHEREOF, we, being all of the Directors of THE WEST GLEN ASSOCIATION, INC., have hereunto set our hands this 6th day of April 1987.



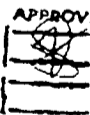
P. J. Angelo, Director


R. C. Dillon, Director


S. M. High, Director


J. P. McGowan, Director


J. B. Taravella, Jr., Director



THE WEST GLEN ASSOCIATION, INC.

WAIVER, CONSENT AND RESOLUTION
OF BOARD OF DIRECTORS

We constituting all the members of the Board of Directors of THE WEST GLEN ASSOCIATION, INC. do hereby:

- (1) Waive notice of a meeting of the Board of Directors for the purpose of taking the action taken in the resolution below;
- (2) Consent to the taking of the action taken in the resolution below without a meeting;
- (3) Direct that this Waiver, Consent and Resolution be filed with the minutes of the Board of Directors; and
- (4) Resolve that the By-Laws of THE WEST GLEN ASSOCIATION, INC. are hereby amended and modified as follows:
 - (a) To delete therefrom Section 4., ARTICLE X, MEETINGS OF MEMBERS, in its entirety, which reads:

Section 4. The presence at the meeting of MEMBERS, or their proxies, entitled to cast one-fourth (1/4) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the RESTRICTIONS, shall require a quorum as therein provided.

- (b) And to insert the following new Section 4., ARTICLE X, MEETINGS OF MEMBERS, in its place and stead:

Section 4. The presence at the meeting of MEMBERS, or their proxies, entitled to cast one-third (1/3) of the votes of the entire membership shall

constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the RESTRICTIONS, shall require a quorum as therein provided.

Dated: April 26, 1988

Ronald C. Dillon
Ronald C. Dillon

P. J. Angelo
P. J. Angelo

F. Taravella, Jr.
F. Taravella, Jr.

S. M. High
S. M. High

James P. McGowan
James P. McGowan