

DECLARATION  
OF COVENANTS AND  
RESTRICTIONS FOR  
DEER CREEK GOLF ESTATES

**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR DEER CREEK GOLF ESTATES**

WHEREAS, United Land Corporation, a Florida corporation, herein called the "Developer" is the owner of fee title to the real property located in Broward County, Florida and described in Article II below; and

WHEREAS, the Developer intends to improve and develop the above described property as an exclusive residential community, and to sell, grant, lease and/or convey parcels thereof;

NOW THEREFORE, in consideration of the premises and the acceptance hereafter by the several purchasers and grantees of deeds of fee simple or other interests in parcels (herein called "Lots") of said property, the Developer hereby declares that said property and each and every lot thereof, shall be and become bound by these presents:

That the Lots are held and will be sold, conveyed, mortgaged and/or leased, held, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions, reservations, limitations, conditions, easements and agreements, to-wit:

**I.        DEFINITIONS**

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

A.    "Association" shall mean and refer to Golf Estates Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles"), and By-Laws (the "By-Laws"), of the Association make reference. Copies of the Articles and By-Laws are attached hereto, and made a part hereof as Exhibits B and C, respectively.

B.    "Developer" shall mean and refer to United Land Corporation, a Florida corporation, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Deer Creek from the Developer for the purpose of development and is designated as such by United Land Corporation.

C.    "Deer Creek" or "Property" shall mean and refer to all properties, and additions thereto, subject to this Declaration, or any supplemental declaration, and shall include the real property described in said Article II.

D.    "Lot" shall mean and refer to any lot or other parcel in Deer Creek, together with any and all improvements thereon, platted in the Public Records of Broward County, Florida, upon which

a residential structure may be constructed regardless of whether such structure has been constructed.

"Lakefront Lot" shall refer to any lot adjacent to the Lake Area described below.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including the Developer.

F. "Lake Area" shall mean and refer to all real property described as "Private Lake" or any plat of the Property subject to this Declaration, as said Property may be enlarged by amendment or supplemental Declaration.

II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

Lots 1 through 21 of Block 1 and Lots 1 through 19 of Block 2, all of Deer Creek Golf Estates, according to the Plat thereof filed in Official Records Book 7283 at Page 788 of the Public Records of Broward County, Florida.

Section 2. Developer, within a two year period from the date hereof, may from time to time enlarge the properties to be comprehended by this Declaration and enlarge the area described as Lake Area by means of supplemental Declarations. Any such supplemental Declarations need only be by Developer and need not be approved or executed by the Association or its members.

Section 3. Platting and Subdivision Restrictions. The Developer shall be entitled at any time, and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

III. PROPERTY RIGHTS

Section 1. Title to Lake Area. Developer may retain the legal title to the Lake Area so long as it is the Owner of at

least one Lot in Deer Creek. On or before conveyance by Developer of the last Lot which it owns in Deer Creek, Developer shall convey the Lake Area to the Association subject to any mortgages encumbering such Lake Area, taxes for the year of conveyance, and restrictions, conditions, limitations, reservations, and easements of record.

Section 2. Lakefront Lot Owners' Easements of Enjoyment. Owners of Lakefront Lots shall have a perpetual nonexclusive easement for use and enjoyment of the Lake Area, such use and enjoyment to be shared in common with the other Lakefront Lot Owners. The grant of easement shall be subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Property against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Lake Area adopted by the Association, provided such rules and regulations do not materially interfere with the right of use of said Lakefront Lot Owners, and

D. Restrictions contained in any and all plats of all or any part of the Lake Area. This easement right shall be appurtenant to, and may not be separated from, ownership of a Lakefront Lot.

#### IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, and classes shall have such voting rights, as are set forth in the Articles of the Association.

#### V. MEMBERSHIP IN DEER CREEK IMPROVEMENT ASSOCIATION, INC.

Section 1. Membership. Each record owner of a Lot shall, by virtue of such ownership interest, be a member of the Deer Creek Improvement Association, Inc. ("Improvement Association"), and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his memberships in the Improvement Association and agrees to abide by the terms of this Declaration,

and the Certificate of Incorporation and By-Laws of both the Association and the Improvement Association. Membership shall be appurtenant to and may not be separated from, ownership of a Lot.

Section 2. Rights. It is understood and acknowledged that each Lot Owner is entitled to all of the rights, privileges and benefits of his class of membership in the Improvement Association, including voting rights as they are more clearly set forth in the Articles and Bylaws of the Improvement Association, recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and amended at Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all of the Public Records of Broward County, Florida.

Section 3. Assessments. As a member in the Improvement Association each Lot Owner shall be assessed an annual charge. Such assessment shall be fixed, and established as provided in the Articles of Incorporation and Bylaws of the Improvement Association. This Improvement Association assessment shall never exceed \$100 per year unless approved by a majority of the members of the Improvement Association.

The Improvement Association assessment shall be collected by the Golf Estates Association, Inc. and transmitted by the Golf Estates Association, Inc. to the Improvement Association. The lien and other provisions of Sections 8 and 9 of Articles VI below shall pertain as well to the Improvement Association assessments in connection with the collection of said assessment by Golf Estates Association, Inc.

#### VI. COVENANTS FOR LAKE MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lakefront Lot, hereby covenants, and each Owner of a Lakefront Lot, (including any purchaser at a judicial sale,) by acceptance of a deed therefor, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair, such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum 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(s) against which each such assessment is made. All such assessments shall also be the personal obligation of the Owner. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Lake Area.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used

exclusively for the purpose of maintaining and preserving and including, but not 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 undertaken by, the Association.

Section 3. Annual Assessments. The Board of Directors of the Association (the "Board") shall fix the assessments which shall be based upon the projected annual expenses incurred in connection with the Lake Area. The decision of the Board of Directors of the Association shall be dispositive.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each platted Lakefront Lot in Deer Creek.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement, provided that any such assessment shall be approved by the Board of Directors and shall have the assent of two-thirds (2/3) of the Lakefront Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. Annual assessments shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association ("Date of Commencement"). Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement, the assessment period, and the amount of assessments at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lakefront Lots and assessments applicable thereto. Such roster shall be kept by the Secretary of the Association and shall be open to inspection by any Lakefront Lot Owner. Written notice of the assessment shall be sent to every Lakefront Lot Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Lakefront Lot Owner liable for said assessment a certificate in

writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Lien, the Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives, successors and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing the filing and complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. In the event of a foreclosure of a first mortgage on a Lot by a bank, life insurance company, Federal or State savings and loan association or real estate investment trust, all unpaid assessments due for the period prior to the date of issuance of a Clerk's Certificate of Title, other final instrument of conveyance from the court having final jurisdiction of the foreclosure proceedings, or delivery of a deed in lieu of foreclosure, shall be eliminated, and the grantee of said Lot shall be liable only for assessments subsequent to the date of acquisition of title. The lien for assessments shall survive all other foreclosure proceedings or transfers of every nature, and the transferee of each Lot, upon acquisition of such interest, shall be liable for same. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

## VII. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Lake Area, the Association may provide

maintenance upon any Lot requiring same when necessary, in the opinion of the Board of Directors of the Association, to preserve the beauty, quality and value of the neighborhood, including paint, repair and replacement, upon and of gutters, downspouts, exterior building and roof, surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots upon which maintenance is performed. The exterior maintenance assessments shall not be considered a part of a Lake maintenance assessment. Any exterior maintenance assessment shall be a lien on the applicable Lot, shall be the personal obligation of the Owner, and shall become due and payable in all respects, together with interest and fees for the cost of collection in the same manner as the other assessments of the Association, as provided for the other assessments of the Association. Said Assessment shall be subordinate to mortgage liens to the extent provided by Section 9 of Article VI hereinabove.

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

#### VIII. ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members, who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Deer Creek. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one Lot in Deer Creek, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal, or other



termination of services of any member of the ARB appointed by Developer.

Section 2. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereon or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with applicable Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit A, as the same may from time to time be amended. Architectural Planning Criteria of the Association in effect from time to time shall serve only as a guide to development of Lots in Deer Creek, and are not intended to limit the power or authority of the ARB and the Association to control such development, and failure of the Association to promulgate a criteria or criteria governing and applying to any specific matter or thing shall not limit the ARB's power or authority to consider and to approve, disapprove or govern that specific matter or thing.

Section 3. Powers and Duties of the ARB. It shall be the responsibility and duty of the ARB:

- A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered after adoption thereof to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
- B. To require submission to the ARB of two (2) complete

sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosures, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Deer Creek. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

- C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Deer Creek, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

## IX. RESTRICTIONS

Section 1. Residential Use. Lots may be used for residential living and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any Lot without prior ARB approval as herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership to form one or more larger Lots. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become

proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, with which all or portions of the divided or subdivided Lot(s) become consolidated. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any site not constituting at least one (1) full platted Lot according to the recorded Plat of Deer Creek Golf Estates.

Section 2. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the ARB.

Section 3. No foil or similar reflective material shall be placed in the windows of a home unless approved by the ARB.

Section 4. Boats and Motor Vehicles. No boats, trucks, vans, trailers, recreational vehicles or other vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building totally isolated from public view.

Section 5. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB. All garages shall be of sufficient size to house two (2) standard size American automobiles and all garage doors must be functional.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind.

Section 9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. Sodding will be required on all front, side and rear yards. Owners of Lakefront Lots must sod to the water's edge. On all Lots, an underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. The Association shall have the sole and absolute power and authority, in its discretion, to determine the existence or non-existence of a nuisance under this provision.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

- A. The builder of a single-family residence on any Lot(s) may place upon a Lot one professional sign advertising the property for sale.
- B. Owners shall not display or place any sign of any character including "For Rent" or "For Sale" signs except that a sign displaying the word "Open," not to exceed five square feet, may be displayed during any time the Owner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

Section 12. Miscellaneous. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot. No refuse or unsightly object shall be permitted to remain on a Lot. In the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush, refuse, or unsightly growth or object, then the Association may enter upon said Lot and remove the same at the expense of the Owner. Such entry shall not be deemed a trespass. All garbage or trash containers must be placed underground or in screened or walled areas not visible from adjoining Lots or public areas.

#### X. GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the

right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the Owner as such address appears on the records of the Association in seeking such enforcement.

Section 3. Severability. The invalidity of any provision of this Declaration or part thereof shall not affect the validity of the remaining portions of same.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or any amendment or supplement thereto, no amendment shall be effective without Developer's express written joinder and consent.

Section 5. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

Section 7. Rights of Developer. Notwithstanding any other provisions of this Declaration, nothing herein shall interfere with Developer, its successors or assigns, in subdividing and developing the Deer Creek Property.

In this connection, Developer may place sales or administrative offices on the Deer Creek Property, may erect any requisite signs and may place any other objects, facilities or equipment on the Deer Creek Property which Developer, in its sole discretion, deems necessary or desirable in the development and construction of Deer Creek.

IN WITNESS WHEREOF, the Developer has caused these presents

to be executed as required by law on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 1977.

UNITED LAND CORPORATION

(Corporate Seal)

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

STATE OF FLORIDA     )  
                              SS.  
COUNTY OF BROWARD    )

The foregoing Declaration of Covenants and Restrictions for  
Deer Creek Golf Estates was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 1977, by \_\_\_\_\_  
and \_\_\_\_\_, President and Assistant  
Secretary respectively of UNITED LAND CORPORATION, a Florida  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My commission expires:

(Notarial Seal)

Prepared by and returned to:

Jane S Hunston Esq.  
Jane S Hunston, P.A.  
P.O. Box 2704  
Stuart, FL 34995

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR DEER CREEK GOLF ESTATES**

WHEREAS, that certain Declaration of Covenants and Restrictions for Deer Creek Golf Estates ("Declaration") was recorded in Official Records Book 7283, Page 786, Public Records of Broward County, Florida; and

WHEREAS, the following Owners, constituting not less than two thirds (2/3) of the voting interests of Golf Estates Association Inc. ("Association"), wish to amend the Declaration in accordance with the requirements of Article X, Section 4 of the Declaration to add the following Section 13 to Article IX, RESTRICTIONS; and

WHEREAS, the undersigned are Owners in fee simple of certain real property in Broward County, Florida commonly known as Deer Creek Golf Estates ("Deer Creek"); and

WHEREAS, the undersigned Owners, for purposes of maintaining a community of congenial, financially responsible residents with the objectives of inhibiting transiency and facilitating the development of a stable, quiet community and peace of mind for all residents, hereby amend the Declaration to add the following:

**Section 13.1 Forms of Ownership:**

(A) A Lot may be owned by one (1) natural person who is qualified and been approved as elsewhere provided herein.

(B) Co-ownership. Co-ownership of Lots may be permitted. If the proposed co-owners are other than husband and wife or two (2) individuals who reside together as a single housekeeping unit, they shall designate two (2) individuals as the "Primary Occupants". The use of the Lot by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. The intent of this provision is to permit multiple owners but to prohibit short-term transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership

by sale or gift subject to all of the provisions of this section. No more than one (1) such change may be made in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust or by a corporation or partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. A trust, corporation or other entity shall designate two (2) individuals as the "Primary Occupants". The use of the Lot by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual owners. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this section 13. No more than one (1) such change may be made in any twelve (12) month period.

(D) Life Estate. A parcel may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member from such Lot and occupancy of the Lot shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to anyone remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

13.2 Transfers. Prior to the conveyance or transfer of title to a Lot or lease of a Home, it shall be the Owner's responsibility to provide the purchaser or tenant with the complete set of Association governing documents and any other documents required by law.

(A) Lease, Sale or Gift. No Owner may effectively convey or transfer title to a Lot or any interest therein by sale or gift without notification to the Association. In addition no Owner may effectively lease a Home without notification to the Association.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, he shall provide the Association with written notice as set forth in section 13.3 herein.

### 13.3 Procedures.

#### (A) Notice to Association.

(1) Lease, Sale or Gift. An Owner intending to lease his Home or sell or make a gift of his Lot Or any interest therein, shall give the Board of Directors or its designee, written notice of such intention at least thirty (30) days prior to first date of occupancy pursuant to the proposed lease or the date of closing, together with a copy of the purchase and sale agreement or lease and the name and address of the proposed tenant, purchaser or donee and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee in the amount of up to \$100 for the cost



of processing each application. Additionally, a face-to-face interview with the prospective tenant, purchaser or donee will be required by the Association.

(2) Devise or Inheritance. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board of Directors may reasonably require. The transferee shall have no occupancy rights unless approved by the Board of Directors but may sell or lease the Lot in accordance with the procedures provided in this Declaration.

(B) Within thirty (30) days of receipt of the required notice and all information requested, the Board of Directors shall approve the conveyance, transfer or lease. When the conveyance, transfer or lease is approved, the approval shall be stated in the certificate of approval executed by the President, Vice-President or managing agent of the Association ( in recordable form for conveyance or transfer) and delivered to the purchaser, transferee or tenant. If the Board of Directors does not approve within thirty (30) days, such failure to act shall be deemed the equivalent of approval, and on demand, the Board of Directors shall issue a certificate of approval to the owner, purchaser or transferee.

13.4 Leasing. Only entire Homes may be leased. The minimum leasing period is four (4) months. No Home may be leased more than one (1) time in any twelve (12) month time period. No Home may be used on a " time-share" basis. All leases must and shall be deemed to contain the agreement of the tenant to abide by all of the restrictions contained in the Association's governing documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's cost and expenses including attorney's fees and costs secured by a lien against the Lot. No home may be leased for a period of two (2) years from the date Owner takes title to the Lot upon which the Home is located.

The Declaration, as hereby amended, shall constitute covenants running with the land and shall be binding on all parties having the right, title or interest in the real property known as Deer Creek Golf Estates.

IN WITNESS WHEREOF, the parties have executed the attached Joinders and Consents to evidence their approval of the afore-described Amendment to the Declaration and to meet the requirements of Article X., Section 4 to amend the Declaration.

to be executed as required by law on this 2<sup>nd</sup> day of November, 1977.

**In the presence of:**

Wassie A. Jones Witness  
Chapman P. White Witness

**UNITED LAND CORPORATION**

By: Earle W. Mounot, President

(Corporate) Seal

**ATTEST:**

Martha Schlegg, Assistant Secretary.

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss.

The foregoing Declaration of Covenants and Restrictions for Deer Creek Golf Estates was acknowledged before me this 7th day of November, 1977, by Emile W. Mouhot and Martha Schlegg, President and Assistant Secretary respectively of UNITED LAND CORPORATION, a Florida corporation, on behalf of the corporation.

(Notaria Seal)

Notary Public  
State of Florida at Large  
My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires June 28, 1981  
Bounded by providing for a Casualty Company

OFF. REC. 7283 PAGE 799

## JOINDER AND CONSENT OF MORTGAGEE

First Federal Savings and Loan Association of Broward County, the owner and holder of a mortgage recorded in Official Records Book 7074, Page 888, of the Public Records of Broward County, Florida, securing indebtedness in the original principal sum of Three Hundred Fifty Thousand Dollars (\$350,000), encumbering the Deer Creek property, does hereby consent to and join in the foregoing Declaration of Covenants and Restrictions for Deer Creek Golf Estates.

This Consent and Joinder shall be binding upon the undersigned, its successors and assigns.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Broward County has caused this Joinder and Consent to be executed by its duly authorized officer, this 9th day of November, 1977.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF BROWARD COUNTY

BY:

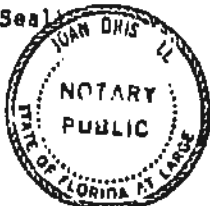
David L. Spang  
Vice President

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss.

The foregoing Joinder and Consent of Mortgagee was acknowledged before me this 9th day of November, 1977, by David L. Saxe as Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, on behalf of said association.

Notary Public  
State of Florida at Large  
My commission expires:

**Notarial Seal**



NOTARY PUBLIC IN THE UNITED STATES  
MY COMMISSION EXPIRES NOV 28 1980  
JAMES H. GARNER, JR. UNDERWRITER

DEF. 7283 PAGE 800  
REC.

JOINDER AND CONSENT OF MORTGAGOR

First Federal Savings and Loan Association of Broward County, the owner and holder of a mortgage recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Broward County, Florida, securing indebtedness in the original principal sum of \_\_\_\_\_, encumbering the Deer Creek property, does hereby consent to and join in the foregoing Declaration of Covenants and Restrictions for Deer Creek Golf Estates.

This Consent and Joinder shall be binding upon the undersigned, its successors and assigns.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Broward County has caused this Joinder and Consent to be executed by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF BROWARD COUNTY

By: \_\_\_\_\_

STATE OF FLORIDA     )  
                              SS.  
COUNTY OF BROWARD    )

The foregoing Joinder and Consent of Mortgagor was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1977, by \_\_\_\_\_, as \_\_\_\_\_ of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, on behalf of said association.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My commission expires:

(Notarial Seal)

## EXHIBIT A

### ARCHITECTURAL PLANNING CRITERIA

WHEREAS, The Declaration of Covenants and Restrictions for Deer Creek Golf Estates, provides that United Land Corporation (the "Developer"), a Florida corporation, shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Deer Creek provides that the Board of Directors of Golf Estates Association, Inc. (the "Association"), on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Deer Creek (as defined by said Declaration) which criteria are to be set forth in writing and made known to all owners and prospective owners in Deer Creek.

WHEREAS, the Developer has appointed a committee to be known as the ARB; and

WHEREAS, that committee has recommended that the following Architectural Planning Criteria be adopted;

NOW, THEREFORE, in accordance with the duties and obligations imposed by the Declaration of Covenants and Restrictions for Deer Creek, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. Application and Definitions. These Architectural Planning Criteria shall apply uniformly throughout Deer Creek except as otherwise specifically indicated. Definitions herein shall have the same meaning as in the Declaration.

2. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot in Deer Creek other than one detached single-family dwelling containing not less than seven-hundred (1,700) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not exceeding thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed apart from the residential dwelling; nor shall any structure be constructed on any Lot prior to construction of the main residential dwelling.

3. Layout. No foundation for any building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

4. Exterior Color Plan. All exterior color plans must be submitted to the ARB for approval. Such color plan shall show the color of the roof, exterior walls, shutters, trims, etc. In reviewing a color plan, the ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and conforms with the natural color scheme of and for Deer Creek.

5. Roofs. Flat roofs shall not be permitted unless approved by the ARB.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB.

6. Garages. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty (20) feet for a two-car garage, thirty (30) feet for a three-car garage, and forty (40) feet for a four-car garage, (measured from the inside walls of the garage). No carports will be permitted unless approved by the ARB.

7. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete or asphalt. Sidewalks shall be constructed on each Lot in conformance with the requirements of the City of Deerfield Beach.

8. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB.

9. Games and Play Structures. Unless otherwise approved by the ARB, all basketball backboards and any other fixed games and play structures shall be located at the rear of a dwelling, or on corner Lots on the inside portion of said Lots within the setback lines. No platform, dog house, playhouse or similar structure shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon. Any such structure must have prior approval of the ARB.

10. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the natural setting of the community. No fences shall be permitted in front of the rear line of any residence.

11. Landscaping. A basic landscaping plan for each Lot must be submitted to and approved by the ARB. For each Lot in Deer Creek, the landscape plan shall include a minimum expenditure of \$500.00 at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs or seed. All Lots in Deer Creek are required to have installed a standard underground sprinkler system which irrigates and maintains the entire Lot, including the portion of the Lot between the street pavement and the right-of-way line and/or the sidewalk. Sod shall be required in front, side and rear yards unless otherwise approved by the ARB. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

12. Swimming Pools and Tennis Courts. Any swimming pool or tennis court constructed on any Lot shall be subject to the requirements of the ARB, which shall include, but shall not be limited to, the following:

- A. Composition of any pool or tennis court shall be of a material thoroughly tested and accepted by the industry;
- B. The outside edge of a pool wall shall not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area shall stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening shall not be visible from the street in front of the dwelling;
- E. The location and construction of tennis or badminton courts shall be approved by the ARB;
- F. Lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If an Owner purchases two (2) adjoining Lots with the intention of using one for recreation purposes, the Lot used for recreation purposes shall be adequately screened by landscaping and/or walls or fences as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

13. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, underground or within an enclosure.

14. Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB. Approval shall be given when such removal is necessary for the construction of a dwelling or other improvement.

15. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

16. Mailboxes . No mailbox, paperbox or other receptacle of any kind used in the delivery of mail, newspapers, magazines or similar material shall be placed on any Lot unless and until the size, location, design and type of material of said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall promptly replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

17. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or in case of a round property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such areas of such corner Lots unless the foliage line is maintained at sufficient height to prevent obstruction of sight-lines.

18. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.



19. Setbacks. All dwellings shall be set back from the Lot property line a minimum distance of twenty-five (25) feet. The side and rear setbacks for such dwellings shall conform to minimum standards set forth by the laws and regulations of the City of Deerfield Beach.

20. ARB Reports. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner who submitted same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, approval will not be required and the related criteria shall be deemed to have been fully complied with.

78- 78592

FIRST SUPPLEMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS  
FOR DEER CREEK GOLF ESTATES

WHEREAS, there exists that certain "Declaration To Covenants And Restrictions For Deer Creek Golf Estates" dated November 7, 1977, recorded November 9, 1977, in the Official Records Book 7283 at Pages 786 through and inclusive of Page 822 of the Public Records of Broward County, Florida, which Declaration has been amended by "Amendment To Declaration Of Covenants and Restrictions For Deer Creek Golf Estates" dated December 22, 1977, and recorded December 23, 1977, in Official Records Book 7249 at Pages 154 through and inclusive of Page 157, of the Public Records of Broward County, Florida;

WHEREAS, Article II Section Two of the aforesaid Declaration, as amended, provides that within a two (2) year period from November 7, 1977, the Developer, United Land Corporation:

"may from time to time enlarge the properties to be comprehended by this Declaration and enlarge the

This Instrument Prepared By  
CHRISTOPHER C. WHEELER  
FLEMING, O'BRYAN & FLEMING  
1415 S. SUMMIT BLVD.  
FORT LAUDERDALE, FLORIDA

Return to Christopher C. Wheeler  
Fleming, O'Bryan & Fleming  
American National Bank Bldg.  
P. O. Box 7028  
Fort Lauderdale, Florida 33338

RECORDED  
IN  
BOOK 7283  
PAGE 786

RECORDED  
IN  
BOOK 7249  
PAGE 154

area described as Lake Area by means of supplemental declarations. Any such supplemental declarations need only be prepared, approved, executed, submitted and filed by Developer and need not be prepared, approved, executed, submitted or filed by the Association or its members".

WHEREAS, the Developer, United Land Corporation, desires to enlarge the properties comprehended by the aforesaid Declaration and enlarge the Lake Area by means of a supplemental declaration as provided in the aforementioned Article II Section Two;

NOW, THEREFORE, in consideration of the foregoing, the Developer supplements the aforesaid Declaration (as it has been amended) as follows:

1. Article II Section 1. is hereby supplemented and is deemed to include the following real property (in addition to the real property already set forth and described at Official Records Book 7283 at Page 788 of the Public Records of Broward County, Florida):

Lots 22 through and inclusive of Lot 30 of Block 1, and Lot 20 through and inclusive of Lot 42 of Block 2 and that area described as "WOOFER LAKE", all of Deer Creek Golf

Estates, Section Two  
according to the Plat  
thereof filed in Plat  
Book 97 at Page 38 of  
the Public Records of  
Broward County, Florida.

These properties shall be deemed to be  
comprehended by the aforesaid Declaration as it has  
been amended, thereby enlarging the properties,  
including Lake Area, comprehended by Declaration,  
as it has been amended.

2. In all other respects, the provisions  
of said Declaration, as it has been amended, are  
hereby ratified and confirmed.

IN WITNESS WHEREOF, the Developer has caused  
these presents to be executed as required by law on this  
31st day of March, 1978.

UNITED LAND CORPORATION,  
a Florida corporation  
(Developer)

WITNESSES:

John Markes  
Joseph L. Taylor

By:

Emile W. Mouhot, President

(CORPORATE SEAL)

ATTEST:

Martha Schiegg  
MARTHA SCHIEGG,  
Assistant Secretary

7493 PAGE 607

STATE OF FLORIDA     )  
                              :   SS.  
COUNTY OF BROWARD    )

The foregoing First Supplement To Declaration  
Of Covenants And Restrictions For Deer Creek Golf  
Estates was acknowledged before me this 31st day of  
March, 1978, by EMILE W. MOUHOT and MARTHA SCHLEGG,  
President and Assistant Secretary respectively of  
UNITED LAND CORPORATION, a Florida corporation, for  
and on behalf of the corporation.



Juan Carlos  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 13, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

JOINDER AND CONSENT OF MORTGAGEE

SUN BANK OF WILTON MANORS, N.A., the owner and holder of a mortgage recorded in Official Records Book 7391, Page 320 in the Public Records of Broward County, Florida, securing indebtedness in the original principal sum of TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00), encumbering all properties platted in Deer Creek Golf Estates, Section Two, does hereby consent to and join in the foregoing First Supplement To Declaration Of Covenants And Restrictions For Deer Creek Golf Estates.

This Joinder and Consent shall be binding upon the undersigned, its successors and assigns.

IN WITNESS WHEREOF, the SUN BANK OF WILTON MANORS, N.A. has caused this Joinder and Consent to be executed by its duly authorized officer, this 31st day of March, 1978.

SUN BANK OF WILTON MANORS, N.A.

BY: 

Senior Vice - President

REC 7493 FEB 10 1978

ATTEST:

Lucania Bull.  
van F. Brachman

*C. J. N. + A. L. N. N.*  
Cashier

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

The foregoing Joinder and Consent of Mortgagee was acknowledged before me this 31st day of March, 1978, by E. W. McKee, Jr. and R. F. Dellinger  
, the Senior Vice-President  
and Cashier respectively of  
SUN BANK OF WILTON MANORS, N.A. for and on behalf of said Bank.

Leah B. McAllister  
Notary Public

My Commission Expires:

HIGHWAY PUBLIC STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES SEPT 5 1981  
 SIGNED: JIMM CAMPBELL INS. UNDERWRITERS

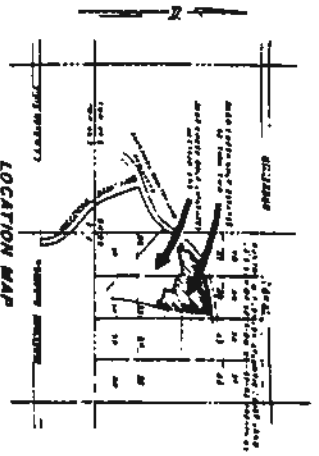
RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
DEPUTY ADMINISTRATOR

7493 PAGE 610

## SECTION TWO

A RESUBDIVISION IN THE SOUTH ONE-HALF OF SECTION 39,  
TOWNSHIP 47 SOUTH, RANGE 42 EAST, DEEPFIELD BEACH,  
BROWARD COUNTY, FLORIDA

BEING A REPLAT OF A PORTION OF THE BOSTON AND FLORIDA ATLANTIC COAST  
LAND CO.'S SUBDIVISION OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 48 EAST,  
AS RECORDED IN PLAT BOOK 2, PAGE 63 OF THE PUBLIC RECORDS OF PALM  
BEACH COUNTY, FLORIDA.



A portion of TABLES 49, 49-2P and 50 of SECTION 4000, AIRCRAFT CARRY 1,000 OR MORE PASSENGERS OF SECTION 400, FUNDING OF 1990, FINANCIAL AND FISCAL, are presented in Part II of the subject report of Section 400, FINANCIAL, were previously described in Section:

[illegible]

BROWARD COUNTY CENTRAL SERVICES DEPARTMENT - ARCHIVES  
AND HISTORIC DIVISION

THIS IS TO CERTIFY THAT the [redacted] resigned with the president of an ACT TO RECORD THE MATING AND FLEETING FOR RECORD OF MARRIAGE PLAYS IN THE STATE OF FLORIDA reported by the GOVERNOR JUNE 27TH, 1917 That said resignation was received by the GOVERNOR JUNE 27TH, 1917 the [redacted] Secretary, and signed by the GOVERNOR JUNE 27TH, 1917 at Tallahassee, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 1917.

BROOKLYN COUNTY FINANCE DEPARTMENT RECORDING DIVISION

*The following are among those who... by DONALD A. BROWN, RETIRED TROOPER  
A WHITE - COLORED ASSASSINATOR  
in County Donegal, Ireland*

**NOTES**

a. WFO - Washington Field Office Washington, DC  
 b. WFO - Washington Field Office Washington, DC  
 c. WFO - Washington Field Office Washington, DC  
 d. WFO - Washington Field Office Washington, DC  
 e. WFO - Washington Field Office Washington, DC  
 f. WFO - Washington Field Office Washington, DC  
 g. WFO - Washington Field Office Washington, DC  
 h. WFO - Washington Field Office Washington, DC  
 i. WFO - Washington Field Office Washington, DC  
 j. WFO - Washington Field Office Washington, DC  
 k. WFO - Washington Field Office Washington, DC  
 l. WFO - Washington Field Office Washington, DC  
 m. WFO - Washington Field Office Washington, DC  
 n. WFO - Washington Field Office Washington, DC  
 o. WFO - Washington Field Office Washington, DC  
 p. WFO - Washington Field Office Washington, DC  
 q. WFO - Washington Field Office Washington, DC  
 r. WFO - Washington Field Office Washington, DC  
 s. WFO - Washington Field Office Washington, DC  
 t. WFO - Washington Field Office Washington, DC  
 u. WFO - Washington Field Office Washington, DC  
 v. WFO - Washington Field Office Washington, DC  
 w. WFO - Washington Field Office Washington, DC  
 x. WFO - Washington Field Office Washington, DC  
 y. WFO - Washington Field Office Washington, DC  
 z. WFO - Washington Field Office Washington, DC

## CITY PLANNING AND ZONING BOARD

79. Red cassowary, no. 1 as it flies. note.

**CITY ENGINEER**

This is to certify that the above named person has complied with the registration provisions and  
 has been registered as a member of the SEATTLE CITY CLUB  
 Signed and attested at \_\_\_\_\_ 1970  
 \_\_\_\_\_  
 Mayor of the City of Seattle

**GIVE GLEN'S GENTLENESS**

[illegible]**SNOWHARD COUNTY PLANNING COUNCIL**[illegible]

## BROWARD COUNTY TRANSPORTATION DEPARTMENT

And 1st is already approved and awaiting for order

Dr. <u>James A. McManus, M.D., M.H.</u>	Dr. <u>James A. McManus, M.D.</u>
Adm. & Finance, and	Adm. & Finance
Director	Director
Florida P.R. Co. to SRS	for State of Florida

**DEFINITION**

[illegible]

**Ward**

29 10 2014

# ACTIVELY ENGAGED

STATE OF MICHIGAN: I and my CERTIFY that the foregoing report shows the  
 CULINARY for treatment in an effort not subjected to the in addition with the same  
 result of support and the statistical records, provided and designed previously, reported on the  
 1,4000 Classification, and the knowledge to the the working of the foregoing statement by the  
 above mentioned things for and effect and to the City of For Limestone, County of Monroe,  
 State of Michigan, this 22nd day of December, 1917.

**POSTAGE & FEES**

[illegible]

# ACROSS THE BORDER

[illegible]

**SURVEYOR'S CERTIFICATE**

[illegible]

**CAVILFIELD, NASH and ASSOCIATES, Inc.**

DEWEILD & ASSOCIATES, FLORIDA  
LAND SURVEYORS - ENGINEERS

## NOTES AND CORRECTIONS

*No. 100-5*

DIANE M. GARDNER

James H. Dwyer

CAUTION: MAIN AND ACCESSARIES, INC.

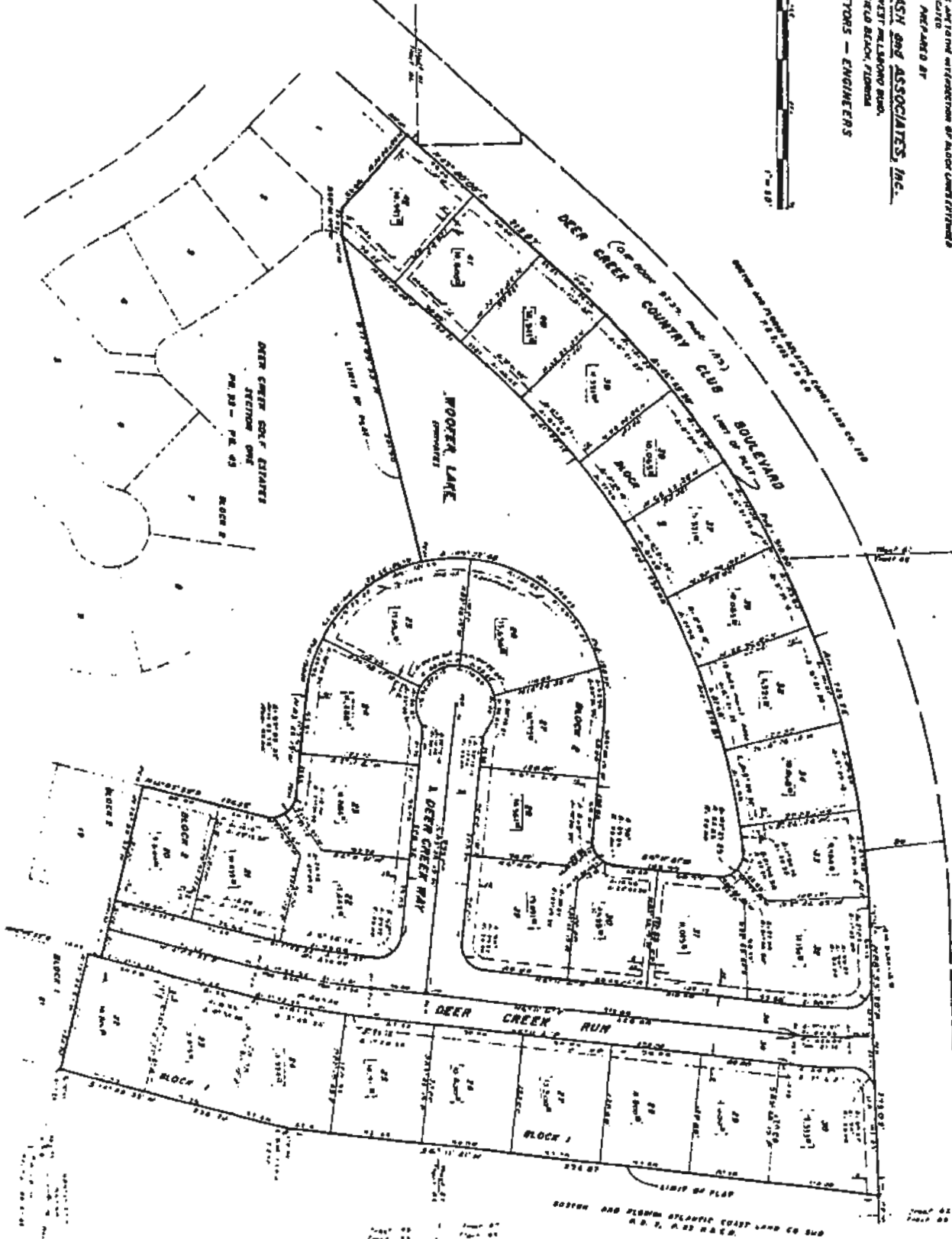
THE UNIVERSITY OF CHICAGO



BEING A REPLAT OF A PORTION OF THE 2021 ATLANTIC COAST LAND CO'S SUBDIVISION OF TOWNSHIP 12 SOUTH, RANGE 42 EAST, 21 SECTION 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

# DEER CREEK GOLF ESTATES SECTION TWO

A RESUBDIVISION IN THE SOUTH ONE-HALF OF SECTION 25, TOWNSHIP 42 SOUTH, RANGE 42 EAST, DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.



DEER CREEK GOLF ESTATES  
SECTION TWO  
A RESUBDIVISION IN THE SOUTH ONE-HALF OF SECTION 25, TOWNSHIP 42 SOUTH, RANGE 42 EAST, DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.  
PREPARED BY  
ASH AND ASSOCIATES, INC.  
WEST PALM BEACH, FLORIDA  
PLAT BOOK 111, SHEET 154

1" = 50'

BROWARD AND PALM BEACH ATLANTIC COAST LAND CO SUB  
A. R. T. A. 22 PAGE 1

Exhibit B

ARTICLES OF INCORPORATION  
OF  
GOLF ESTATES  
ASSOCIATION, INC.  
a Corporation Not for Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I NAME

The name of this corporation shall be GOLF ESTATES ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

II PURPOSES

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

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Deer Creek Golf Estates in the Declaration of Covenants and Restrictions for Deer Creek Golf Estates ("Deer Creek") to be recorded in the Public Records of Broward County, Florida, and as they may be amended and supplemented from time to time.

B. To maintain and/or repair the Lake Area (as defined by the aforementioned Declaration) and other improvements in Deer Creek for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Deer Creek as well as any alteration, improvement, addition and/or change thereto.

D. To provide such services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Deer Creek.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To maintain the exterior maintenance of all Lots in Deer Creek in accordance with the aforementioned Declaration.

G. To accept title to the Lake Area as defined by said Declaration (and any amendments and/or supplements thereto) for the benefit of certain residents of Deer Creek, as more fully provided in said Declaration.

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

I. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

### III GENERAL POWERS

The general powers that the Association shall have are as follows:

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

B. To promulgate and enforce rules, regulations, By-Laws, Covenants, Restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the 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 acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix, collect and enforce assessments to be levied against Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and any user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

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

H. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

#### IV MEMBERS

A. "Owner", "Lot", and any other defined terms used herein and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions.

B. The members shall consist of the Lot Owners in Deer Creek Golf Estates, the Property comprising Deer Creek Golf Estates being described in Section C. of this Article, and all such Lot Owners shall be members of the Association.

C. Deer Creek Golf Estates consists of that certain real property situated in Broward County, Florida, described as follows:

Lots 1 through and inclusive of Lot 21 of Block 1 and Lots 1 through and inclusive of lot 19 of Block 2, all of Deer Creek Golf Estates, according to the Plat thereof filed in Official Records Book 7283, Page 788, of the Public Records of Broward County, Florida, and

Lots 22 through and inclusive of Lot 30 of Block 1, and Lot 20 through and inclusive of Lot 42 of Block 2 and that area described as "WOOFER LAKE", all of Deer Creek Golf Estates, Section Two according to the Plat thereof filed in Plat Book 97 at page 38 of the Public Records of Broward County, Florida.

For the purposes of this section, Deer Creek Golf Estates shall be deemed to include all Property described in Article 2 of the aforementioned Declarations executed on the 7th day of November, 1977, and by the First Supplement thereto, executed on the 31st day of March, 1978.

#### V VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations herein-after set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall

more than one vote be cast with respect to any Lot. Except where otherwise required under the provision of these Articles, the Declaration of Covenants and Restrictions for Deer Creek Golf Estates, or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Association shall obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and restrictions for Deer Creek Golf Estates, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

#### VI BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors, elected annually. A majority of the Directors shall be members of the Association and residents of the State of Florida. Elections shall be by plurality vote of a meeting at which the membership of the Association is voting in person by proxy or by written ballot.

B. The names and addresses of the members of the current Board of Directors who shall hold office until the annual meeting to be held in the year 1986 and until their successors are elected or appointed and have qualified, are as follows:

Peter Bobyock  
2377 Deer Creek Trail  
Deerfield Beach, Florida 33442

Albert D. Hart  
2232 Deer Creek Country Club Blvd.  
Deerfield Beach, Florida 33442

Norwood A. Hart  
2340 Deer Creek Country Club Blvd.  
Deerfield Beach, Florida 33442

Robert D. Hedges  
411 Deer Creek Run  
Deerfield Beach, Florida 33442

Joan Vereen  
2304 Deer Creek Country Club Blvd.  
Deerfield Beach, Florida 33442

#### VII OFFICERS

Offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth by the By-Laws.

#### VIII CORPORATE EXISTANCE

The Association shall have perpetual existence.

#### IX BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

X            AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors.

XI           INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

1.    Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability of penalty on such person for an act alleged to have been committed by such person in his capacity as Director or Officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.
2.    By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negli-

gence or misconduct in the performance of his duty of the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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

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

## XII TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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.

## XIV DISSOLUTION OF THE ASSOCIATION

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

1. The Lake Area shall be distributed among the Lakefront Owners, as tenants in common, each Owner's share of the Lake Area to be determined in accordance with his voting rights.
2. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept.

3. Remaining assets, if any, 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 Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

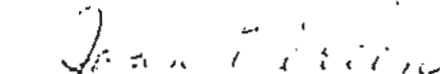
IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Golf Estates Association, Inc. have caused these Amended Articles to be executed as required by law this 23<sup>RD</sup> day of MARCH, 1987.

  
Peter Bobyock

  
Albert D. Hart

  
Norwood A. Hart


  
Robert D. Hedges

  
Joan Vereen

(Corporate  
Seal.)

STATE OF FLORIDA                    )  
COUNTY OF Orange               SS.

The foregoing Articles of Incorporation, as amended, were acknowledged before me this 23<sup>rd</sup> day of March, 1987 by Peter Bobyock, Albert D. Hart, Norwood A. Hart, Robert D. Hedges and Joan Vereen.

  
Notary Public  
State of Florida at Large



## Exhibit C

### By-Laws of GOLF ESTATES ASSOCIATION, INC.

#### I. DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Deer Creek Golf Estates shall be used herein with the same meaning as defined in said Declaration.

#### II. LOCATION OR PRINCIPAL OFFICE

The principal office of the Association shall be located at the address of the current secretary of the Association, or at such other place as may be established by resolution by the Board of Directors of the Association.

#### III. VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. Assessments and installments thereon not paid when due shall be deemed delinquent and shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Deer Creek Golf Estates, and shall result in the suspension of voting privileges during any period of such non-payment.

#### IV. BOARD OF DIRECTORS

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 of Directors.

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

#### V. ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES

1. Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.

2. Within thirty (30) days of such annual meeting date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail ballots to the members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine necessary. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) members or by one-third (1/3) of the membership, whichever is smaller. Nominations shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy. Upon receipt of such ballots members may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the day of the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee.

6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

## VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

- A. To call meetings of the members.
- B. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
- C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extra-ordinary expenditures as may be deemed appropriate by the Board of Directors.

- D. To adopt and publish rules and regulations governing the use of the Lake Area or any parcels thereof and the personal conduct of the members and their guests thereon.
  - E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
  - F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association except those reserved to members in the Declaration of Covenants and Restrictions for Deer Creek Golf Estates or the Articles of Incorporation of the Association.
2. It shall be the duty of the Board of Directors:
- A. To keep or cause to be kept a complete record of all its acts and corporate affairs.
  - B. To supervise all officers, agents and employees of this Association and see that their duties are properly performed.
  - C. With reference to assessments of the Association:
    - (1) To fix the amount of the Assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;
    - (2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and
    - (3) To send written notice of each assessment to every member subject thereto.
  - D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

## VII. DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held during the first week of December, at 7:30 P.M., at a place designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors. Notice of regular meetings are hereby dispensed with.

2. The transaction of any business at any special 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 waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

#### VIII. OFFICERS

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

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

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

5. 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.

6. The Vice-President or the Vice-President so designated by the Board of Directors if there is more than one (1) Vice-President, shall perform all the duties of the President in his absence. The Vice-President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex-officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided,

however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

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

#### IX. COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee  
The Maintenance Committee  
The Architectural Review Board (the "ARB")

Each committee, other than ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described in the By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the property in Deer Creek, and shall perform or seek the performance of such other functions as the Board in its discretion determines.

4. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Deer Creek. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any of its powers, duties and functions.

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

X. BOOKS AND PAPERS

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

XI. SEAL

The Association shall have a seal in a circular form having within its circumference the words: Golf Estates Association, Inc., a corporation not for profit, 1977.

XII. AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors.