

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
DEER CREEK
IMPROVEMENT ASSOCIATION**



**The Country Club Community
in the Legendary Forest.**

PREPARED FOR: _____

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

78-273868

DEER CREEK

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 11 day of AUGUST, 1978, by D.C. PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant currently owns real property, hereinafter referred to as the "SUBJECT PROPERTY", located within a residential development commonly known as "Deer Creek", in the City of Deerfield Beach, Broward County, Florida, and particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires the SUBJECT PROPERTY to be subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities to be established in the SUBJECT PROPERTY to delegate and assign to Deer Creek Improvement Association, Inc., a Florida corporation not-for-profit: (i) certain powers and duties of the ownership, operation, administration, maintenance and repair of portions of the SUBJECT PROPERTY; (ii) the enforcement of the covenants and restrictions contained herein; (iii) the right to assess the Owner and future Owners of the SUBJECT PROPERTY for the Common Expenses and maintenance performed by the Association; and (iv) the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that the SUBJECT PROPERTY, and such additions as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth below, all of which are created in the best interests of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all Persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every Person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

ARTICLE I

DEFINITIONS

The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1. Articles shall mean and refer to the Articles of Incorporation of the Association, as said Articles are or may be amended from time to time.
2. Assessment shall mean and refer to the amount of money which may be assessed against an Owner and Property, for the payment of the Owner's share of expenses incurred by the Association as permitted or required by this Declaration, the Articles and the By-Laws.
3. Association shall mean and refer to Deer Creek Improvement Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
4. Board shall mean and refer to the Board of Directors of the Association.

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5. By-Laws shall mean and refer to the By-Laws of the Association, as said By-Laws are or may be amended from time to time.

6. Common Areas shall mean and refer to any and all real property owned or to be owned by the Association and held for the benefit, use and enjoyment of all or a portion of the Members of the Association. Common Areas may include, but are not limited to, parks, open areas, lakes, pool facilities, recreational areas and other similar properties.

7. Common Expenses shall mean and refer to the expenses of the Association for which an Owner may be assessed which shall include, but not be limited to, the following:

- a. Expenses of administration, management, Operation and maintenance of any Common Areas owned and held by the Association, except that if any Common Area is expressly limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, such expenses shall be borne only by such Members.
- b. Expenses of maintenance, Operation, repair or replacement of Association property, to the extent such expenses are not satisfied out of any insurance proceeds covering such expenditures.
- c. Expenses incurred or to be incurred by the Association with regard to installing, maintaining, repairing and improving landscaping, sprinkler systems, structures, and other improvements in the median cuts and rights-of-way of public and private roads, parks, Common Areas, sidewalks, paths and other areas for which the obligation to maintain, repair and improve has been designated and accepted by the Board from time to time.
- d. Expenses incurred by the Association in obtaining any personal property purchased by the Association to enable it to carry out its duties.
- e. Expenses incurred in connection with the Operation and management of the Association.
- f. Expenses declared to be Common Expenses by the provisions of this Declaration and/or by the Articles of Incorporation and By-Laws of the Association.
- g. Any expense of prosecuting or defending any lawful charge for or against the Association or any Common Area.
- h. Any expense of, charge to, or Assessment by the Association as provided for in this Declaration, or in the Articles or the By-Laws.

8. Common Surplus shall mean and refer to the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Areas, over the amount of the Common Expenses.

9. Declarant or Developer shall be synonymous and shall both mean and refer to D.C. PROPERTIES, INC., a Florida corporation, the owner of the SUBJECT PROPERTY and shall include its successors, nominees and assigns.

10. Declaration shall mean and refer to this Declaration of Covenants and Restrictions and include the same as it may, from time to time, be amended.

11. Homeowners Association shall mean and refer to any association of existing or future Owners including, but not limited to, a condominium association.

12. Institutional Lender shall mean and refer to the owner and holder of a mortgage encumbering Property, which shall be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional-type lender.

13. Lot shall mean and refer to a parcel of Property described or depicted in a Plat which contains, or unless combined with another Lot will contain, one Unit.

14. Member shall mean and refer to the record Owner of a Unit who is entitled to membership in the Association based upon ownership of a Unit pursuant to the Articles.

15. Owner shall mean and refer to the holder or holders of the fee title to any Property. The term Owner shall include a Unit Owner.

16. Operation shall mean and include the administration and management of the Common Areas and all other areas of the SUBJECT PROPERTY or of the entire development known as "Deer Creek" for which the Association has responsibility from time to time.

17. Person shall mean and refer to an individual, firm, partnership, syndicate, association, corporation or any other legal entity.

18. Plat shall mean and refer to a document approved by all controlling governmental agencies and recorded amongst the Public Records of Broward County, Florida, which, among other things, divides all or a portion of the SUBJECT PROPERTY into Lots.

19. Property shall mean and refer to all or any portion of the SUBJECT PROPERTY, and shall also include any other lands which are, from time to time, added to this Declaration by an amendment pursuant to Article XII. The term Property shall include all Units or Lots located upon or within the Property.

20. Site Plan shall mean and refer to a document approved by controlling governmental authorities which in part evidences the number of Units to be constructed upon any Property.

21. Unit or Dwelling Unit shall mean and refer to a separate residential living unit, which has been issued a Certificate of Occupancy, including, but not limited to, houses, apartments, condominium units, townhouses, duplex apartments, patio and cluster homes. Furthermore, the terms Unit or Dwelling Unit shall include any real property or interest in real property owned in conjunction with the living unit.

22. Unit Owner shall mean and refer to the holder or holders of the fee title to a Unit.

23. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE II

COMMON AREAS

In addition to any Common Areas owned by the Association, now or in the future, the Declarant or any other Owner may convey the title to any Property to the Association as a Common Area for the benefit of the Association, and for the use and benefit of all or a portion of its Members, and their immediate families, lessees, guests and invitees. The Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, Operation or improvement of such Common Area until accepted by the Board.

In the event any Common Area is expressly limited for the exclusive benefit, use and enjoyment of only a portion of the Members of the Association, any expenses associated with the maintenance, Operation or improvements of such Common Area shall be assessed to and borne by only such Members equally.

ARTICLE III

EASEMENTS

1. Existing Easements and other Restrictions of Record. Nothing in this Declaration shall be deemed to affect any existing easements including, but not limited to, easements for utilities, drainage, ingress and egress, lake maintenance and access, and easements in favor of any golf course or any other declaration of covenants and restrictions, or reservations, or plats, which have been placed of record prior to the recording hereof.

2. Additional Easements. The Declarant reserves the right to modify existing easements or to grant additional easements for public, utility, drainage, irrigation, sprinkler system, or lake maintenance purposes, over, under, upon and across any Property owned by it, or any Common Area, to any public or quasi-public agency or authority or utility, or to the Association. This right to modify existing easements or to grant additional easements shall be that of the Declarant and shall not require the consent or joinder of any Owner or of the Association, so long as the Declarant maintains any interest in any Property either as an Owner or as a mortgagee, and thereafter said right shall be vested solely in the Board of the Association.

3. Common Areas. All Common Areas shall be subject to a perpetual non-exclusive easement in favor of the Members of the Association who are intended to benefit by the Common Areas, for their use and the use of their immediate families, lessees, guests and invitees for all proper and reasonable purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Members, subject to the following:

A. The right of the Association to borrow money for the purpose of improving any Common Area and, in aid thereof, to mortgage such Common Area.

B. The right of the Declarant or of the Association to dedicate or transfer all or any part of, or any interest in, any Common Area to any public agency, authority or utility.

C. The right of the Association to operate, maintain and improve the Common Areas.

D. Reasonable rules and regulations of the Association relating to any Common Area.

4. Golf Course. An easement over, under, upon and across all or any portion of the SUBJECT PROPERTY is hereby granted and established in favor of any golf course now or hereafter located within Deer Creek and the employees, contractors, members, guests, invitees, and assigns of any such golf course, to permit the doing of every act necessary and proper to the playing of golf and the maintenance and operation of a golf course. These acts shall include, but are not limited to, the recovery of golf balls from such Property and from any lake located within or adjacent to such Property, the flight of golf balls over and upon such Property, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf or the maintenance and operation of a golf course, together with all other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a golf course and country club. Furthermore, any such golf course shall have the non-exclusive right to connect its sprinkler system to any lake and to draw water therefrom for irrigation purposes.

ARTICLE IV

ASSOCIATION

In order to provide for the proficient and effective administration of the SUBJECT PROPERTY and all the property located within the Deer Creek project, a non-profit corporation known and designated as Deer Creek Improvement Association Inc., has been organized under the Laws of the State of Florida.

1. Articles of Incorporation. A copy of the Articles, and current Amendment, are attached hereto as Exhibit "B". This Declaration shall not prohibit the further amendment of the Articles.

2. By-Laws. A copy of the By-Laws, and current Amendment, are attached hereto as Exhibit "C". This Declaration shall not prohibit the further amendment of the By-Laws.

3. Powers of the Association. The Association shall have all the powers indicated or incidental to those contained in its Articles of Incorporation and By-Laws. In addition, the Association shall have the power to enforce this Declaration and shall have all powers granted to it by this Declaration. By this Declaration, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the Association. In particular, and without limitation, the Association shall have the power and the right to maintain, repair and improve landscaping, structures and other improvements in the median cuts and right-of-ways of public and private roads, parks, Common Areas, sidewalks, paths, and other areas located within the SUBJECT PROPERTY or within the property described in Exhibit "K" of the Articles of Incorporation of the Association, for which the obligation to maintain, repair and improve has been designated and accepted by the Board from time to time, and the right and power to assess the Owners for a portion of the cost of same as provided herein.

4. Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to maintain or repair portions of the SUBJECT PROPERTY, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by a latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or Persons.

5. Restraint Upon Assignment of Shares and Assets. The share of a Member or Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Property.

6. Approval or Disapproval of Matters. Whenever the decision of a Member or Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

7. Membership. The record Unit Owners of Units in the SUBJECT PROPERTY shall be entitled to be Class One Members of the Association along with other Unit Owners of Units located within other areas pursuant to the Articles. Membership shall be established when the Owner's Property becomes a Unit (i.e. upon the issuance of a Certificate of Occupancy by the controlling governmental authority for such Unit). Thereafter, upon the acquisition of ownership of fee title to, or fee interest in, a Unit, whether by conveyance, devise, judicial decree, or otherwise, and upon the recordation amongst the Public Records of Broward County, Florida, of the Deed or other instrument establishing the acquisition, the new Unit Owner designated in such Deed or other instrument shall thereupon become a Class One Member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated, provided, however, that the Association shall not be responsible for reflecting any such change in ownership and Membership until notified of same. The total Membership of the Association may be increased due to the addition of additional lands to this Declaration, or due to the operation of another Declaration of Covenants and Restrictions or similar documentation, affecting land within Exhibit "K" to the Articles and outside of the SUBJECT PROPERTY, submitting such land to the jurisdiction of the Association.

8. Voting. Pursuant to the Articles of Incorporation of the Association, the Association shall have two (2) classes of voting Membership as provided in Article IV of the Articles, and each class shall have the rights stated therein.

9. Members Only Unit Owners. Notwithstanding anything contained herein to the contrary, and particularly notwithstanding the right of the Association granted by this Declaration to assess Owners who are not Unit Owners, only those persons who are Unit Owners, as that term is particularly described above, shall be entitled to membership in the Association as a Class One Member.

ARTICLE V

ASSESSMENTS

1. All Property Assessed. Notwithstanding anything contained in the Articles or By-Laws to the contrary, all Property shall be subject to Assessment to pay for a share of the Common Expenses, without regard to whether a Unit is contained upon the Property or whether the Owner of the Property is a Class One Member of the Association, as hereinafter provided.

2. Assessment Units. For purposes of assessment only, the Association shall assign "assessment units" to all Property other than Units, as follows:

A. For Property for which a Plat exists, each Lot not containing a Unit shall be assigned one (1) assessment unit.

B. For Property for which a Site Plan exists, one (1) assessment unit shall be assigned for each Unit permitted, but not yet existing pursuant to the Site Plan.

C. For Property for which there is no Plat or Site Plan, 5 assessment units per acre shall be assigned for each acre, or portion thereof, of land within the Property, less any Unit(s) within the Property.

3. Property Excluded From Assessment. Notwithstanding anything contained herein to the contrary, the following Property shall be excluded from Assessment, and/or from the determination of the number of acres within any Property for which there is no Plat or Site Plan, as of the date indicated:

A. Existing paved roads, as of the existence of same.

B. Existing and defined lakes and canals, as of the time same in fact exist, and are reasonably capable of being legally described.

C. Any Property conveyed to a governmental or quasi-governmental agency, or to the Association or to any Homeowner's Association, for non-residential use or as a Common Area, as of the date of conveyance.

D. Any Property developed for non-residential use or purposes including, but not limited to, a golf course and related facilities, tennis courts and related facilities, recreational facility, Common Area, or for business, commercial or industrial purposes, as of their completion and use.

4. Documentation to Association.

A. The Owner of any Property which is subject to Assessment shall submit documentation to the Association to enable it to determine the number of Units upon, or assessment units assignable to, such Property, as follows:

(i) Within sixty (60) days after this Declaration is recorded.

(ii) Not more than fifteen (15) days after any event which would change the number of assessment units to be assigned to such Property, pursuant to Paragraphs 2 and 3 of this Article V.

(iii) Not more than fifteen (15) days after all or any portion of such Property is sold, transferred or otherwise disposed of.

(iv) Not more than thirty (30) days after any Unit first exists upon such Property (i.e. a Certificate of Occupancy for a Unit is issued).

(v) Not more than fifteen (15) days after the Association requests such documentation from the Owner.

B. The documentation to be provided to the Association shall include, but is not limited to, such of the following or a combination of same as is appropriate and reasonably necessary to enable the Association to determine the number of Units upon, or assessment units assignable to, any Property, and the owner thereof:

(i) Copies of all Certificates of Occupancy.

(ii) Copies of all deeds or instruments of conveyance.

(iii) Copies of all Plats or replats.

(iv) Copies of all Site Plans and amended Site Plans.

(v) A legal description and boundary sketch of any Property, and a determination of the acreage within said Property (rounded off to not less than three (3) decimal places), prepared by a surveyor or engineer authorized to do business in the State of Florida.

(vi) Any other documentation reasonably necessary to determine the number of Units and/or assessment units within such Property, and/or the Owner of same.

C. In the event any Owner fails to timely submit the above required information or documentation, or incorrectly states same, and if as a result the Property of the Owner is assigned a lesser number of assessment units for any assessment than said Property should have appropriately been assigned, such Owner shall be liable to the Association for an amount equal to the excess number of Units and/or assessment units which should have been assigned to said Owner's Property, multiplied by the per unit Assessment as originally determined, plus interest at the rate of ten percent (10%) per year from the time said Assessment should have been paid, plus all costs of the Association in determining the correct number of Units and/or assessment units, and all costs of collection as provided herein. Said Owner shall be liable to the Association for said amount whether or not the Owner still owns the Property, and any Property owned by the Owner shall be subject to a lien for the payment of same as provided herein.

5. Determination of Assessment Units. The Board shall be entitled to set a date, not more than fifteen (15) days before any Assessment is to be made, upon which the total number of assessment units for such Assessment shall be determined. After such date has been set by the Board, it shall not be required to take into account any changes which would alter the number of assessment units attributable to any Property. After such date set by the Board, it shall determine the total number of assessment units then assignable pursuant to the formulas set forth in Paragraphs 2 and 3 of this Article. The date established by the Board for the determination of the total number of assessment units need not be changed in the event the actual Assessment is delayed more than fifteen (15) days after said date, so long as the total time between the date fixed for determining the total number of assessment units, and the actual Assessment date, does not exceed sixty (60) days. In determining the number of assessment units assignable to any Property, the Board shall be entitled to rely on all existing information and documentation provided by all Owner's of the Property, provided, however, that the Board shall not be bound by such information and documentation and shall have the right to make an independent determination of same.

6. Assessment. The Assessment of each Owner shall be determined by multiplying the number of assessment units assigned to the Property of said Owner (pursuant to Paragraph 2 of this Article), plus the number of Class One

Memberships of said Owner (i.e. the number of Units owned by such Owner), by a fraction (the per Unit Assessment), the numerator of which shall be the total amount being assessed, and the denominator of which shall be the sum of the following:

- a. The total number of Class One Memberships of the Association relating to Units within and outside of the SUBJECT PROPERTY.
- b. The total number of "assessment units" determined pursuant to Paragraph 2 of this Article.
- c. The total number of any other assessment units (or similar units of assessment responsibility) subject to Assessment by the Association.

7. Non-Waiver. The liability for Assessments may not be avoided by waiver of the use and enjoyment of any Common Area or recreational area or by the abandoning of the Property for which the Assessment is made.

8. Interest, Application of Payment. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the due dates shall bear interest at the rate of ten percent (10%) per year from the date when due until paid. In addition to interest, an Owner shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessment of such Owner, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees through any appellate proceedings, and all sums paid by the Association for taxes and on account of any mortgage, lien and encumbrance in order to preserve and protect the Association's lien. All payments on account shall be first applied to payments and expenses incurred by the Association, then to interest, then to any unpaid Assessments of such Member.

9. Lien for Assessments. The Association shall have a lien on all Property for any unpaid Assessments, interest, or other costs and expenses owed to the Association and attributable to such Property, against the Owner of said Property. The lien shall include all real property, improvements and tangible personal property associated with, or located upon, the Property. The lien of the Association shall be effective only from and after the recording of a Claim of Lien in the Public Records of Broward County, Florida, and any such recorded Claim of Lien shall also secure future unpaid Assessments, interest or other expenses and costs owed to the Association and attributable to the Property indicated in the Claim of Lien, until a satisfaction of the Lien is recorded. In the event a Claim of Lien is filed, upon payment in full of all monies due the Association the Owner shall be entitled to a Satisfaction of the Lien.

10. Transfer of Property After Assessment. The Association's Lien shall not be affected by the sale or transfer of any Property, and any new Owner shall be liable for all Assessments, interest, and other costs and expenses attributable to any Property purchased by or or transferred to such new Owner. However, any Owner, upon demand, shall be entitled to receive from the Association a statement as to any then unpaid Assessments, interest, or other costs or expenses owed to the Association and attributable to any Property of such Owner, and any purchaser or transferee of such Property shall have the right to rely on such statement.

11. Subordination of the Lien to Mortgages. Any Lien of the Association shall be subordinate and inferior to the lien of any mortgage of an Institutional Lender, unless a Claim of Lien has been recorded prior to the recording of the mortgage. The sale or transfer of any Property which is subject to the mortgage of an Institutional Lender, by the foreclosure of such mortgage or deed in lieu thereof, shall extinguish the Lien of the Association as to any Assessment, interest, costs or other expenses which became due prior to such sale or transfer, unless a Claim of Lien for such Assessment was recorded prior to the recording of the mortgage, and neither the Institutional Lender, nor the purchaser at foreclosure, nor their grantees (and successors) shall be responsible for said Assessments, but they shall be liable for any assessments due after such sale or transfer.

12. Collection and Foreclosure. The Board may take such actions as it deems necessary to collect any Assessment or other sum due to the Association by personal action, or by enforcing and foreclosing said lien (in a manner similar to a mortgage foreclosure either at common law or by statute), and may settle and compromise same, if in the best interests of the Association.

13. New Class One Members. A provision contained in Article VI, Paragraph 1, of the Articles provides that upon the issuance of a Certificate of Occupancy, a new Class One Member is responsible for a prorated share of the annual Assessment for the particular year in which the Certificate of Occupancy for his Unit is issued. Inasmuch as this Declaration gives the Association the power to assess Owners prior to the issuance of a Certificate of Occupancy, said provision shall not apply, and may not be enforced by the Association, against new Class One Members within the SUBJECT PROPERTY.

14. Rights Granted by Articles Retained. Nothing contained herein shall enable any Owner who is not a Unit Owner to become a Member in the Association by virtue of the fact that said Owner is subject to Assessment, and an Owner may only become a Member as provided in the Articles. Furthermore, the maximum annual per unit Assessment in Article VI, Paragraph 1 of the Articles, shall not be affected by this Declaration. The per unit Assessment for any assessment unit may not exceed the amount which may be or is assessed against any Class One Member of the Association.

15. Cooperation with Homeowner's Associations. In the event a Homeowner's Association is formed with respect to all or a portion of the SUBJECT PROPERTY, the Homeowner's Association and the Association may agree that either will be responsible for the collection of any Assessment of the other.

ARTICLE VI

ARCHITECTURAL CONTROL

1. Purpose. Architectural control, will be exercised as hereinafter provided, for the purpose of insuring the development of the entire Deer Creek project as a residential community of high standards and aesthetic beauty, over all buildings, fences, walls, tennis courts, swimming pools, patio areas, driveways, landscaping, and any other structures and improvements to be placed or constructed upon any Property.

2. Party Exercising Architectural Control. The Declarant shall have the right to exercise such architectural control so long as it owns any interest in any portion of the SUBJECT PROPERTY, either as an Owner or as a mortgagee. Thereafter, the Association shall exercise such architectural control, provided, however, that at any time the Declarant shall have the right to relinquish architectural control over all or any portion of the SUBJECT PROPERTY, by written notice to the Association. So long as the Declarant has the right to exercise architectural control, and has not voluntarily relinquished such control to the Association, the Association shall not have the right to exercise architectural control and said right shall be exclusively vested in the Declarant.

3. Owner to Obtain Approval. Each Owner by accepting title to any Property, covenants and agrees that no building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original condition and color of same, shall be placed, constructed or made upon any Property unless and until plans and specifications therefor have been submitted to the party then exercising architectural control and the approval of same has been obtained as provided below. Said plans and specifications to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. In the event the party exercising architectural control deems such plans and specifications insufficient, said party may require the plans and specifications to be further detailed.

4. Approval of Plans and Specifications. The party exercising architectural control shall have the right to approve or disapprove the plans and specifications on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of such party exercising architectural control, shall be sufficient. In the event the party exercising architectural control fails to approve or disapprove such plans or specifications, or requires that said plans or specifications be revised, within thirty (30) days after same have been submitted for approval, the plans and specifications shall be deemed approved and this provision shall be deemed to have been complied with. In the event approval of the party exercising architectural control is given, or in the event no disapproval is given as required and accordingly approval is presumed, the Owner may proceed to make any such improvements or repairs in strict conformance with the plans and specifications submitted.

5. Remedy for Violation. In the event this Paragraph is violated in that any construction, improvement, change, or alteration is made without first obtaining the approval of the party exercising architectural control, or is made prior to the time approval is presumed as set forth herein, the party exercising architectural control shall specifically have the right to injunctive relief, which shall include, but not be limited to, requiring the Owner to stop, remove and/or alter any such construction, improvement, change or alteration in a manner which is satisfactory to the party exercising architectural control, or the party exercising architectural control may pursue any other remedy.

6. Standards. It is the intention of this Article that the party exercising architectural control shall have the right to control all architectural aspects of any improvements constructed on any Property including, but not limited to, height, site planning, set-back requirements, open space, exterior design, landscaping, and aesthetic criteria, which criteria shall be applied equitably and without discrimination as to all Property, to the end that the entire project known as "Deer Creek" may be developed as a planned high-quality residential community with each area thereof complementing the others in forming a homogeneous whole. From time to time the party exercising architectural control shall have the right to establish written guidelines and/or criteria to be used in such party's exercise of architectural control, including, but not limited to, minimum requirements for landscaping and construction of all Property and improvements.

7. Effect of Homeowner's Association. The party exercising architectural control pursuant to this Article shall have the right to do so, notwithstanding the fact that a Homeowner's Association is also granted the right to exercise, and is exercising, architectural control pursuant to a declaration of restrictions and covenants or similar document recorded with respect to a portion of the SUBJECT PROPERTY.

8. No Liability. Notwithstanding anything contained herein to the contrary, the party having the authority herein to exercise architectural control shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any Person or Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards, guidelines and/or criteria of the party exercising architectural control, or are in fact architecturally or aesthetically appropriate, and the party exercising architectural control shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications.

ARTICLE VII

MAINTENANCE

1. By an Owner.

A. Property not containing a Unit. All Property not containing a Unit shall be maintained by the Owner in a manner which does not unreasonably detract from, and is not an unreasonable annoyance and nuisance to, other Owners.

B. Units. All Units shall be maintained by the Owners thereof in good condition and repair, in a manner and condition befitting a first-class residential community. Exterior portions of Units shall be painted when necessary to eliminate or avoid excessive wear, discoloration or peeling, and no excessive rust deposits on the exterior of any Unit shall be permitted. Property containing a Unit shall be sodded and tastefully landscaped in a manner which is harmonious with, and does not detract from, the surrounding property, and in accordance with any criteria established from time to time by the party exercising architectural control. All landscaped areas shall be kept in a neat and trimmed condition, and no excessive weeds or unsightly undergrowth or bush shall be permitted. Sprinkler systems shall be installed, maintained and used to keep all landscaped areas from drying out.

2. By a Homeowner's Association. Every Homeowner's Association shall maintain, repair and replace, at the expense of the Homeowner's Association, all buildings, facilities and landscaped areas within the Common Areas and recreational areas or any other areas which the Homeowner's Association is given the responsibility for maintenance and repair pursuant to any Declaration of Covenants and Restrictions or otherwise. All such common, recreational or other areas which the Homeowner's Association is given the responsibility for maintenance and repair shall be, unless the party exercising architectural control agrees to the contrary, in writing, sodded and tastefully landscaped in a manner which is harmonious with, and does not detract from, the surrounding property, and in accordance with any criteria established from time to time by the party exercising architectural control. All landscaped areas shall be kept in a neat and trim condition, and no excessive weeds or unsightly undergrowth or bush shall be permitted. Sprinkler systems shall be installed, maintained and used to keep all landscaped areas from drying out, unless the party exercising architectural control agrees to the contrary in writing.

3. By the Association. The Association shall have the right to maintain, repair, and improve landscaping, structures and other improvements in the medium cuts, and right-of-ways of public and private roads, in parks, Common Areas, sidewalks and paths and other areas for which the obligation to maintain, repair and improve has been assumed by the Board of Directors of the Association from time to time. In addition, in the event any Owner fails to maintain, repair and/or improve said Owner's Property, or in the event any Homeowner's Association fails to maintain, repair and/or improve any Property which the Homeowner's Association has responsibility for maintaining, repairing and/or improving, and in the event such Owner or Homeowner's Association shall continue to fail to do so for a period of ten (10) days after a written request by the Association to so maintain, repair and/or improve such Property, the Association shall have the right, but not the duty, to enter upon such Property and so maintain, repair and/or improve such Property and any expense incurred by the Association in connection with such maintenance, repairs and/or improvements shall be assessed against the Owner or the Members of the Homeowner's Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, and may take such action to collect such Assessment or foreclose said lien as in the case of any other assessment as provided by Article V, Paragraph 9 of this Declaration.

4. Limitations. No Owner shall maintain, repair and/or improve any Property for which the Association has the responsibility and duty for maintenance without the prior written consent of the Association.

ARTICLE VIII

TAXES AND INSURANCE

The Association shall be responsible for real and personal property taxes assessed against any Common Areas and personal property owned by and/or the responsibility of the Association. Furthermore, the Association shall have the right to obtain such insurance as is deemed necessary by the Board from time to time to afford protection against loss. Sums expended for taxes and insurance shall be considered Common Expenses of the Association.

ARTICLE IX

USE RESTRICTIONS

1. All Units shall be used for residential use only and not for commercial, trade or business purposes. However, an Owner developing any portion of the SUBJECT PROPERTY for sale to the public may maintain customary and usual sales and construction operations on such Property (including Units).

2. No tree having a trunk greater than five (5) inches in diameter at its base, or a height greater than eight (8) feet, shall be removed or destroyed without the prior written consent of the party exercising architectural control pursuant to Article VI. The party exercising architectural control shall be required to consent to the removal of any such tree which is located within an area which is to be improved by a building, but may require the Owner to replace and/or replant such tree as a condition to consent for removal of same.

3. No out buildings, portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Unit for storage or otherwise, without the prior written consent of the Association. However, any Owner developing its Property for sale to the public shall not be limited by this Restriction.

4. No clothes lines or clothes poles shall be erected, maintained or permitted upon any Property.

5. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Property except in closed containers, dumpsters or other sanitary garbage collection facilities. All containers, dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the surrounding area. However, this provision shall not apply with respect to trash, refuse or rubbish accumulated in connection with the development or construction of any Property, provided such trash, refuse or rubbish is removed in a reasonable time.

6. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed, or affixed to the exterior of a Unit, or upon any Property without the consent of the Association. However, this restriction shall not apply with respect to customary and ordinary "For Sale" signs, nor shall it apply with respect to reasonable signs used by an Owner developing its property for sale to the public.

7. No animals, livestock or poultry of any kind shall be kept by an Owner upon any Property, provided, however, that a common household pet or pets may be kept provided that such pet or pets (i) are not kept or maintained for commercial purposes; (ii) shall not be an unreasonable nuisance or annoyance to other Owners; and (iii) shall be kept subject to any rules and regulations which may, from time to time, be promulgated by the Board of the Association. The Owner of any Property in which a pet is kept shall indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from any damage or injury caused by any such pet.

8. No nuisances shall be allowed upon any Property, nor any use or practice which is an unreasonable source of annoyance to other Owners or which interferes with the peaceful possession and proper use of residents in the SUBJECT PROPERTY. No immoral, improper, offensive or unlawful use shall be made of any Property, and all laws, zoning ordinances and regulations of all controlling governmental bodies shall be observed.

9. Reasonable rules and regulations concerning the use of any Common Areas may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations and amendments shall be furnished by the Association to any Owner upon request.

10. Nothing contained herein shall prohibit the Owner of any Property from imposing restrictions in addition to, or more restrictive than, the restrictions contained herein provided, however, that any such restrictions shall not be effective to permit that which is expressly prohibited by the restrictions contained herein.

11. In the event any restriction contained in this Article IX provides for the consent of the Association, such consent shall be obtained from the Declarant, and not from the Association, so long as the Declarant is exercising architectural control pursuant to Article VI above.

12. In the event the Declarant, the Association or any other person having authority to do so grants any Owner the right to deviate from these use restrictions, or grants any approval as provided herein, or fails to enforce any violation of these use restrictions, such actions or inactions shall not be deemed to prohibit the Declarant, the Association, its Board, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other Owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

ARTICLE X

DEDICATIONS

The Declarant reserves the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by it, or any easement therein, to any governmental or quasi-governmental agency or private or public utility company, subject to acceptance of same, free of this Declaration, and shall also have the right to direct the Association to likewise dedicate, grant or convey any Common Area, free of this Declaration, whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. This right of the Declarant shall terminate when the Declarant no longer owns any of the SUBJECT PROPERTY, and thereafter the right shall be solely vested within the Association.

ARTICLE XI

TERM OF COVENANT AND RESTRICTIONS

All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against the Owner, his successors, heirs or assigns of any Property, regardless of how said Owner acquired title, for a period of fifty (50) years from the date of this Declaration, at which time these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on the Property or any Owner thereof. Provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of any such extension period, or the initial fifty (50) year period, the Owners of a majority of Units in the SUBJECT PROPERTY and all Institutional Lenders, by written instrument to be recorded, declare a termination of this Declaration (as it may have been amended from time to time) and said termination shall be effective on the date said instrument is recorded in the Public Records of Broward County, Florida.

ARTICLE XII

AMENDMENT

This Declaration may be amended from time to time, by the Declarant and without the consent of the Association, its members, or any Owner, so long as the Declarant owns any interest in any portion of the SUBJECT PROPERTY, either as an Owner or mortgagee, provided, however, that any amendment eliminating the right of the Association to assess any Property as provided in this Declaration shall require the approval of a majority of the Members of the Association. In addition, this Declaration may be amended (1) upon the approval of not less than seventy-five percent (75%) of the entire Membership of the Association and the Board, or (2) upon the approval of not less than eighty (80%) percent of the entire Membership of the Association, provided, however, that any such amendment, in order to be effective must be approved in writing and signed by the Declarant so long as the Declarant owns any interest in any portion of the SUBJECT PROPERTY, either as an Owner or mortgagee. In order to be effective, any amendment to this Declaration must first be recorded amongst the Public Records of Broward County, Florida.

ARTICLE XIII

CONFLICT WITH ARTICLES OF INCORPORATION

In the event of any conflict between the Articles or the By-Laws, and this Declaration, this Declaration shall apply, unless otherwise specifically provided for.

ARTICLE XIV

HOMEOWNER'S ASSOCIATION

Nothing contained herein shall be deemed to restrict or limit the right of the Declarant or of any other Owner of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such Property, or to create any Homeowner's Association to enforce such additional restrictions and assess the Owners subject to such additional restrictions for any purpose.

ARTICLE XV

ENFORCEMENT

This Declaration may be enforced by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Owner of the Property against whom enforcement is sought, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees, including such fees incurred in any appellate proceedings. Failure by the Declarant or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVI

AUTHORITY OF ASSOCIATION AND DELEGATION

Any action which may or is to be taken by the Association pursuant to this Declaration shall be taken by the Board of the Association, or may be delegated by the Board to any Officer of the Association, or to any one (1) or more of its Members, or to any committee or any other Person.

ARTICLE XVII

SUBSTITUTION OF ASSOCIATIONS

Declarant hereby acknowledges that the Association is in existence and has a current Membership comprised of Unit Owners of Units located outside of the SUBJECT PROPERTY, but within Deer Creek. It is the purpose and intent of Declarant that all Unit Owners of Units within the SUBJECT PROPERTY be Members of the Association, and have Membership interests equal in all respects with existing and future Members of the Association (except as Declarant may have reserved to itself greater rights). In furtherance of this purpose and intent, Declarant has relied upon the existence and validity of the Articles, By-Laws and all amendments thereto, as contained in Exhibits "A" and "B". However, in the event any court, for any reason and at the urging or instance of any Person, shall determine that any or all of the Unit Owners of Units within the SUBJECT PROPERTY:

A. Must pay a per Unit share of the Common Expenses of the Association, which is greater than the per Unit share payable by other existing or future Members of the Association; or

B. Are not entitled to Membership in the Association; or

C. Have Membership interests in the Association which are in any respect inferior to the Membership interests of other existing or future Members of the Association,

then, and in the event of any such determination, either:

A. The Declarant, without the concurrence of any other Unit Owner, Person, or Member of the Association, or

B. A majority of the Unit Owners of Units within the SUBJECT PROPERTY (with consent of the Declarant so long as the Declarant owns any interest in any Property),

shall specifically have the right and power, but not the obligation, to amend this Declaration in a manner which withdraws the Association's power and authority over the SUBJECT PROPERTY, and to create and/or substitute for the Association another not-for-profit corporation, to have jurisdiction over the SUBJECT PROPERTY in place and instead of the Association. Any such newly created or existing corporation will have a corporate structure, powers and purposes substantially identical to the Association, may exercise jurisdiction over property other than the SUBJECT PROPERTY, but within Deer Creek, and may have Members who are Unit Owners of Units outside of the SUBJECT PROPERTY and within Deer Creek.

In the event of such amendment, and upon the recording of same amongst the Public Records of Broward County, Florida, all existing Unit Owners of Units within the SUBJECT PROPERTY shall cease to be Members of the Association and shall be Members of the substitute corporation, along with future Unit Owners of Units within the SUBJECT PROPERTY or other property under the jurisdiction of the substitute corporation; any right, duty, power or responsibility granted to the Association vis-a-vis the SUBJECT PROPERTY and/or any Unit Owner of a Unit within the SUBJECT PROPERTY shall terminate and the substitute corporation shall have all such rights, duties, powers and responsibilities, as if the substitute corporation, and not the Association, was originally named in this Declaration; the Association shall pay to the substitute corporation a prorata share of all funds in the possession of the Association as of the date of the recording of the amendment, which share shall be determined by multiplying such funds of the Association by a fraction, the numerator of which will be the total amount paid by all Owners within the SUBJECT PROPERTY for the last previous assessment for Common Expenses, and the denominator of which will be the total amount paid to the Association for the last previous assessment for Common Expenses; and the Association shall deed to the substitute corporation any property deeded to it within the SUBJECT PROPERTY, provided, however, that the right of any Unit Owners of Units within the SUBJECT PROPERTY to use any property so deeded to the Association shall not be interrupted pending the transfer by the Association to the substitute corporation.

By accepting this Declaration, or by accepting any money for any Common Expense by any Owner of the SUBJECT PROPERTY, or by otherwise acting pursuant to this Declaration, the Association agrees to and shall be bound by this Article XVII.

ARTICLE XVIII

SEVERABILITY

The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, sub-section, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

IN WITNESS WHEREOF, D.C. PROPERTIES, INC., a Florida corporation, being the Declarant herein, has hereunto set its hand and seal, this 11th day of August, 1978.

WITNESSES:

D.C. PROPERTIES, INC.,
a Florida corporation

By:

DENNIS MURPHY, President

OFF 7830 MC 324

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing Declaration of Covenants and Restrictions of Deer Creek was acknowledged before me this 11th day of August, 1978, by DENNIS MURPHY, President, of D.C. PROPERTIES, INC., a Florida corporation, the Declarant herein, on behalf of said corporation.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 19, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

THIS INSTRUMENT PREPARED BY: Lawrence H. Goldberg, Esquire
GOLDBERG, YOUNG, GOLDBERG & BORKSON, P.A.
Post Office Box 23800
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33307
Telephone: (305) 771-8550

EXHIBIT A

TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
DEER CREEK

LEGAL DESCRIPTION

OFT 7830 v. 323
REC 7830 v. 323

EXHIBIT "A"

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

OF
DEER CREEK

A portion of the South one-half of Section 34, Township 47 South, Range 42 East, and a portion of the BOSTON AND FLORIDA ATLANTIC COAST LAND CO. SUB. of Section 35, Township 47 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 2, Page 63 of the Public Records of Palm Beach County, Florida, and a portion of the North one-half of Sections 2 and 3, Township 48 South, Range 42 East, and being more particularly described as follows:

Commencing at the Southeast corner of the S.W. 1/4 of said Section 35; thence S. $89^{\circ} 17' 37''$ W, along the South line of said Section 35, a distance of 60.04 feet to the Point of Beginning of this description; thence continuing S. $89^{\circ} 17' 37''$ W, a distance of 709.46 feet; thence S. $1^{\circ} 14' 11''$ E, a distance of 398.93 feet; thence S. $88^{\circ} 43' 23''$ W, a distance of 70.60 feet; thence S. $89^{\circ} 01' 08''$ W, a distance of 470.02 feet; thence S. $1^{\circ} 14' 11''$ E, a distance of 130.80 feet; thence S. $89^{\circ} 01' 08''$ W, a distance of 1283.29 feet to an intersection with the arc of a circular curve to the Right, having a radius of 580.00 feet and whose radius point bears S. $58^{\circ} 26' 52''$ W, from the last described point; thence Southerly along the arc of said curve having a central angle of $25^{\circ} 37' 32''$, an arc distance of 259.41 feet; thence N. $89^{\circ} 01' 08''$ E, a distance of 92.16 feet; thence S. $0^{\circ} 58' 52''$ E, a distance of 75.00 feet to an intersection with the North right of way line of State Road # 810, as recorded in Map Book 4, Page 41 of the Public Records of Broward County, Florida; thence S. $89^{\circ} 01' 08''$ W, along said North right of way, a distance of 264.00 feet; thence N. $0^{\circ} 58' 52''$ W, a distance of 75.00 feet; thence N. $89^{\circ} 01' 08''$ E, a distance of 91.49 feet to an intersection with the arc of a circular curve to the Left, having a radius of 500 feet and whose radius point bears S. $83^{\circ} 16' 47''$ W; thence Northerly along the arc of said curve, having a central angle of $42^{\circ} 11' 31''$, an arc distance of 368.19 feet to a point of Tangency; thence N. $48^{\circ} 54' 44''$ W, a distance of 238.88 feet; thence S. $41^{\circ} 05' 16''$ W, a distance of 311.93 feet; thence S. $88^{\circ} 41' 59''$ W, a distance of 300.00 feet; thence N. $1^{\circ} 13' 06''$ W, a distance of 535.41 feet to a point on the South line of Section 34; thence S. $88^{\circ} 57' 24''$ W, along said South line, a distance of 263.67 feet to an intersection with the East right of way line of the C-2 Canal, as recorded in Official Records Book 4933, Page 427 of the Public Records of Broward County, Florida; thence S. $1^{\circ} 13' 06''$ E, along said East right of way line, a distance of 100.05 feet; thence S. $88^{\circ} 46' 54''$ W, a distance of 210.50 feet; thence S. $34^{\circ} 41' 40''$ W, a distance of 23.19 feet to a point of curve; thence Southerly and Westerly along the arc of a circular curve to the Right, having a radius of 930.00 feet, a central angle of $61^{\circ} 58' 12''$, an arc distance of 1005.87 feet to an intersection with the arc of a circular curve to the Right, having a radius of 400 feet and whose radius point bears N. $50^{\circ} 07' 56''$ W; thence Southerly along the arc of said curve, with a central angle of $0^{\circ} 59' 24''$, an arc distance of 6.91 feet to a point of reverse curve; thence Southerly along the arc of a circular curve to the Left, having a radius of 330.00 feet, a central angle of $42^{\circ} 04' 34''$, an arc distance of 242.34 feet to a point of Tangency; thence S. $1^{\circ} 13' 06''$ E, a distance of 76.17 feet to a point of curve; thence Southerly along the arc of a circular curve to the Left, having a radius of 25.00 feet, a central angle of $88^{\circ} 52' 45''$, an arc distance of 38.78 feet to a point of Tangency on the North right of way line of said State Road # 810; thence S. $89^{\circ} 54' 09''$ W, along said North right of way, a distance of 825.07 feet to a point of curve; thence Westerly along the arc of a circular curve to the Left, having a radius of 5782.58 feet, a central angle of $0^{\circ} 40' 19''$, an arc distance of 67.81 feet to a point of Tangency; thence S. $89^{\circ} 13' 50''$ W, a distance of 102.01 feet; thence N. $1^{\circ} 13' 07''$ W, a distance of 759.29 feet to an intersection with the arc of a circular curve to the Left, having a radius of 625.00 feet and whose radius point bears S. $12^{\circ} 21' 01''$ E; thence Westerly and Southerly along the arc of said curve with a central angle of

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30° 42' 18", an arc distance of 334.94 feet; thence N. 43° 03' 19" W, a distance of 160.88 feet to a point of curve; thence Westerly along the arc of a circular curve to the Left, having a radius of 675.00 feet, a central angle of 47° 40' 38", an arc distance of 561.68 feet to a point of Tangency; thence S. 89° 16' 03" W, a distance of 1202.92 feet to an intersection with the East right of way line of Powerline Road; thence N. 5° 45' 59" W, along said East right of way line, being further described as being parallel with and 33 feet East of, as measured at right angle to, the West line of the S.W. 1/4 of said Section 34, a distance of 555.78 feet; thence N. 89° 20' 07" E, a distance of 1121.55 feet; thence N. 5° 45' 59" W, a distance of 390.00 feet; thence S. 89° 20' 07" W, a distance of 1121.55 feet to an intersection with the East right of way line of said Powerline Road; thence N. 5° 45' 59" W, along said East right of way, a distance of 930.09 feet to a point of curve; thence Northerly along the arc of a circular curve to the right, having a radius of 17,161.75 feet, a central angle of 2° 15' 25", an arc distance of 675.77 feet to a point on the South bank of the Hillsboro canal; thence N. 89° 11' 37" E, along said South bank, a distance of 3536.21 feet; thence N. 89° 30' 05" E, along said South bank, a distance of 1877.04 feet to an intersection with the West line of said Section 35; thence S. 2° 48' 29" E along said West line, a distance of 49.98 feet to an intersection with the Westerly projection of the North line of Tracts 38, 39, and 40 of said Boston and Atlantic Coast Land Co. Sub. of Section 35; thence N. 89° 36' 21" E, along said North line, a distance of 2624.05 feet to an intersection with the West right of way line of North Andrews Avenue Extension; thence S. 2° 41' 23" E, along said West right of way line being further described as being parallel with and 60.00 feet West of, as measured at Right angles to, the East line of tracts 37, 44, 53, & 60, a distance of 2597.54 feet to the Point of Beginning.

LESS AND EXCEPT

Deer Creek Golf Estates Section one, according to the Plat thereof, as recorded in Plat Book 95, Page 45 of the Public Records of Broward County, Florida.

ALSO LESS AND EXCEPT

Deer Creek Golf Estates Section Two, according to the Plat thereof, as recorded in Plat Book 97, Page 38 of the Public Records of Broward County, Florida.

ALSO LESS AND EXCEPT

Deer Creek Tennis & Racquet Ball Complex - a portion of the North 1/2 of Government Lots 2 and 3, Section 3, Township 48 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Commencing at the Northwest corner of the N.E. 1/4 of said Section 3; thence South 1° 13' 07" E, along the West line of the N.E. 1/4, a distance of 146.44 feet to a point on the South right of way line of Deer Creek Country Club Boulevard, said point being further described as the Point of Beginning of this description; thence North 80° 26' 53" W, along said South right of way, a distance of 257.72 feet; thence South, a distance of 336.70 feet; thence East, a distance of 365.0 feet; thence South, a distance of 105.00 feet; thence East, a distance of 301.52 feet; thence Northerly along the arc of a circular curve to the Right, having a radius of 400.0 feet, a central angle of 16° 38' 35", and whose radius point bears South 65° 47' 07" E, from the last described point, an arc distance of 116.19 feet to a point of Reverse Curve; thence Northerly along the arc of a circular curve to the Left, having a radius of 330 feet, a central angle of 35° 25' 49", an arc distance of 204.06 feet to a point of compound curve; thence Northerly and Westerly along the arc of a circular curve to the Left, having a radius of 25.0 feet, a central angle of 86° 20' 37", an arc distance of 37.67 feet to a point of Reverse curve; thence Westerly along the arc of a circular curve to the Right, having a radius of 680.0 feet, a central angle of 0° 28' 05", an arc distance of 5.55 feet to a point of Tangency on the South right of way of said Deer Creek Country Club Boulevard; thence North 80° 26' 53" W, along said South right of way, a distance of 534.57 feet to the Point of Beginning.

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ALSO LESS AND EXCEPT

DEER CREEK CONDOMINIUM, Country Club Estates I, according to the Declaration thereof, as recorded in Official Records Book 5752, at Page 264, of the Public Records of Broward County, Florida, and any amendments thereto, which property is also described as follows:

Commencing at the Southeast corner of said Section 34, Township 47 South, Range 42 East; thence S. $88^{\circ} 57' 24''$ W, along the South line of said Section 34, a distance of 80.94 feet to the Point of Beginning of this description; thence N. $31^{\circ} 39' 00''$ W, a distance of 503.15 feet; thence N. $22^{\circ} 44' 58''$ W, a distance of 392.32 feet; thence N. $67^{\circ} 15' 02''$ E, a distance of 143.48 feet to the Point of curvature of a circular curve to the left; thence Northerly and Easterly along the arc of said curve having a radius of 780.00 feet, an arc distance of 248.60 feet to a point on said curve whose radius bears N. $41^{\circ} 00' 38''$ W; thence S. $31^{\circ} 39' 00''$ E, a distance of 800.00 feet; thence S. $49^{\circ} 48' 24''$ E, a distance of 327.27 feet to the Point of Curvature of a circular curve to the Right; thence Southerly along the arc of said curve, having a radius of 50.00 feet; an arc distance of 112.07 feet to the Point of Tangency; thence S. $78^{\circ} 37' 06''$ W, a distance of 339.23 feet to the Point of curvature of a circular curve to the Left; thence Southerly and Westerly along the arc of said curve having a radius of 150.00 feet, an arc distance of 98.26 feet to the Point of Tangency; thence S. $41^{\circ} 05' 15''$ W, a distance of 75.87 feet; thence N. $31^{\circ} 39' 00''$ W, a distance of 206.39 feet to the Point of Beginning of this description.

ALSO LESS AND EXCEPT

Golf course parcels 1, 2, 3, 4 & 5, specifically described as follows:

GOLF COURSE PARCEL # 1:

A portion of Section 34, Township 47 South, Range 42 East and Section 3, Township 48 South, Range 42 East, being more particularly described as follows:

Commencing at the S.W. corner of the S. E. 1/4 of said Section 34; thence N. $88^{\circ} 57' 24''$ E, along the South line of said Section 34, a distance of 429.25 feet to the Point of Beginning; thence S. $9^{\circ} 33' 06''$ W, a distance of 142.79 feet to an intersection with the North right of way of Deer Creek Country Club Boulevard, as recorded in Official Records Book 5102, page 271; thence S. $80^{\circ} 26' 53''$ E, along said North right of way, a distance of 140.00 feet to a point of curvature of a curve to the Left; thence Easterly, along the arc of said curve, having a radius of 600.00 feet, a central angle of $64^{\circ} 51' 27''$, an arc distance of 679.19 feet to a point of Tangency; thence N. $34^{\circ} 41' 40''$ E, along said North right of way, a distance of 394.70 feet to a point of curvature of a curve to the right; thence Easterly, along the arc of said curve, having a radius of 995.00 feet, a central angle of $0^{\circ} 13' 45''$, a distance of 4.85 feet to an intersection with the West right of way of the C-2 Canal as recorded in Official Records Book 4933, Page 427; thence N. $41^{\circ} 22' 13''$ W, along said West right of way, a distance of 108.06 feet to a point of curvature of a curve to the Right; thence Northerly along the arc of said curve and said West right of way, having a radius of 290.00 feet, a central angle of $63^{\circ} 30' 39''$, a distance of 321.46 feet; thence N. $22^{\circ} 08' 26''$ E, along said West right of way, a distance of 445.25 feet to a point of curvature of a curve to the Right; thence Northerly, along the arc of said curve and said West right of way, having a radius of 640.00 feet, a central angle of $4^{\circ} 40' 05''$, a distance of 52.14 feet to an intersection with the proposed South right of way line of Deer Creek Banyan Lane and the arc of a curve to the Right, the radius point of said curve bears N. $22^{\circ} 54' 08''$ E. thence Westerly along the arc of said curve, having a radius of 520 feet, a central angle of $16^{\circ} 19' 19''$, a distance of 148.13 feet to a point of reverse curve; thence Westerly, along the arc of said curve, having a radius of 200.00 feet, a central angle of $76^{\circ} 27' 27''$, an arc distance of 266.89 feet to a point of reverse curve; thence Westerly, along the arc of said curve, having a radius of 270.00 feet, a central angle of $49^{\circ} 15' 07''$, a distance of 232.10 feet to a point of tangency; thence N. $77^{\circ} 58' 53''$ W, a distance of 480.00 feet to a point of curvature of a curve to the Right; thence Westerly, along the arc of said curve, having a radius of 540.00 feet, a central angle of $19^{\circ} 59' 42''$, a distance of 188.45 feet; thence S. $48^{\circ} 08' 28''$ W, a distance of 59.46 feet to a point of curvature of a curve to the Left; thence Southerly, along the arc of said curve, having a radius of 280.00 feet, a central angle of $11^{\circ} 25' 04''$, an arc distance of 55.80 feet; thence S. $9^{\circ} 23' 02''$ E, a distance of 459.66 feet; thence S. $8^{\circ} 59' 33''$ W, a distance of 246.27 feet; thence S. $6^{\circ} 44' 46''$ E, a distance of 247.11 feet; thence due South, a distance of 310.00 feet; thence S. $47^{\circ} 00' 31''$ E, a distance of 113.64 feet; thence N. $81^{\circ} 32' 09''$ E, a distance of 182.97 feet; thence S. $9^{\circ} 33' 06''$ W, a distance of 75.69 feet to the Point of Beginning.

Subject to a 20 foot Maintenance Easement along the C-2 Canal.

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GOLF COURSE PARCEL # 2:

A portion of Section 34, Township 47 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

Commencing at the S.E. corner of said Section 34: thence N. $2^{\circ} 48' 29''$ W, along the East line of said Section 34, a distance of 1085.50 feet; thence N. $49^{\circ} 00' 00''$ W, a distance of 101.76 feet to the Point of Beginning of this description; thence continue N. $48^{\circ} 00' 00''$ W, a distance of 93.75 feet to a point of curvature of a curve to the Left; thence Westerly, along the arc of said curve, having a radius of 450.00 feet, a central angle of $74^{\circ} 51' 37''$, a distance of 587.95 feet to a point of reverse curve; thence Westerly along the arc of a circular curve to the Right, having a radius of 520.00 feet, a central angle of $12^{\circ} 45' 31''$, an arc distance of 115.79 feet; thence S. $20^{\circ} 06' 06''$ E, a distance of 140.00 feet; thence S. $85^{\circ} 03' 37''$ W, a distance of 124.45 feet; thence N. $63^{\circ} 38' 11''$ W, a distance of 116.86 feet; thence N. $35^{\circ} 58' 13''$ W, a distance of 74.93 feet to an intersection with the arc of a curve to the Right, the radius of said curve bears N. $5^{\circ} 03' 40''$ E; thence Westerly, along the arc of said curve, having a radius of 520.00 feet, a central angle of $8^{\circ} 54' 31''$, a distance of 80.85 feet to an intersection with the East right of way of the C-2 Canal and the arc of a curve to the Left; the radius of said curve bears S. $61^{\circ} 59' 09''$ E; thence Southerly, along the arc of said curve, having a radius of 560.00 feet, a central angle of $5^{\circ} 52' 29''$, a distance of 57.42 feet to a point of Tangency; thence S. $22^{\circ} 08' 26''$ W, a distance of 445.25 feet to a point of curvature of a curve to the Left; thence Southeasterly, along the arc of said curve, having a radius of 210.00 feet, a central angle of $63^{\circ} 30' 39''$, an arc distance of 232.78 feet to a point of Tangency; thence S. $41^{\circ} 22' 13''$ E, a distance of 92.06 feet to an intersection with the North right of way of Deer Creek Country Club Boulevard and the arc of a curve to the Right, the radius of said curve bears S. $50^{\circ} 19' 38''$ E; thence Northeasterly, along the arc of said curve, having a radius of 995.00 feet, a central angle of $27^{\circ} 34' 40''$, an arc distance of 478.91 feet to a point of Tangency; thence N. $67^{\circ} 15' 02''$ E, a distance of 508.48 feet to a point of curvature of a curve to the Left; thence Northeasterly, along the arc of said curve, having a radius of 700.00 feet, a central angle of $25^{\circ} 15' 02''$, a distance of 308.49 feet; thence N. $42^{\circ} 00' 00''$ E, a distance of 28.88 feet to a point of curvature of a curve to the left; thence Northwesterly, along the arc of said curve, having a radius of 25 feet, a central angle of $90^{\circ} 00' 00''$, an arc distance of 39.27 feet to the Point of Beginning.

Subject to a 20 foot Maintenance Easement along the C-2 Canal.

GOLF COURSE PARCEL # 3:

A portion of Section 34, Township 47 South, Range 42 East AND a portion of Tract 40 of The Boston and Florida Atlantic Coast Land Co. Sub. of Section 35, according to the Plat thereof, recorded in Plat Book 2, Page 63 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the South East corner of said Section 34; thence N. 2° 48' 29" W, along the East line of said Section 34, a distance of 2612.04 feet to an intersection with the Westerly projection of the North line of said Tract 40 and the Point of Beginning of this description; thence N. 89° 36' 21" E, along said North line, a distance of 130.82 feet to an intersection with the Westerly right of way line of the C-2 Canal, recorded in Official Records Book 4933, Page 427 of the Public Records of Broward County, Florida; thence Southerly and Westerly along said Westerly right of way line along the arc of a circular curve to the right, having a radius of 610.00 feet, a central angle of 42° 44' 17", an arc distance of 455.01 feet to a point of Tangency; thence S. 39° 17' 42" W, a distance of 337.92 feet to a point of curve; thence Southerly, along the arc of a circular curve to the Right, having a radius of 960.00 feet, a central angle of 19° 39' 37", an arc distance of 329.41 feet to a point of Tangency; thence S. 58° 57' 19" W, a distance of 456.07 feet to a point of curve; thence Southerly along the arc of a circular curve to the Left, having a radius of 640.00 feet, a central angle of 25° 49' 16", an arc distance of 288.43 feet to an intersection with the North right of way line of Banyan Lane; thence Westerly along said Northerly right of way line, along the arc of a circular curve to the Right, having a radius of 450.00 feet and whose radius point bears N. 21° 47' 45" E, with a central angle of 17° 25' 43", an arc distance of 136.88 feet; thence N. 41° 58' 19" E, a distance of 678.54 feet; thence N. 46° 33' 38" E, a distance of 889.82 feet; thence N. 42° 20' 33" W, a distance of 65.62 feet; thence S. 69° 40' 41" W, a distance of 560.74 feet; thence S. 89° 50' 02" W, a distance of 592.19 feet; thence N. 86° 40' 53" W, a distance of 372.24 feet; thence S. 11° 27' 37" E, a distance of 443.35 feet; thence S. 0° 47' 27" E, a distance of 552.67 feet to an intersection with the North right of way line of Banyan Lane; thence Westerly along the arc of a circular curve to the Right, whose radius point bears N. 35° 44' 21" W, with a radius of 200.00 feet, a central angle of 47° 45' 29", an arc distance of 166.71 feet to a point of Tangency; thence N. 77° 58' 53" W, a distance of 95.00 feet; thence N. 6° 36' 25" W, a distance of 596.17 feet; thence N. 0° 51' 30" W, a distance of 715.06 feet to an intersection with the South bank of the Hillsboro Canal; thence N. 89° 30' 05" E, along said South bank, a distance of 1848.59 feet to an intersection with the East line of said Section 34; thence S. 2° 48' 29" E, along said East line, a distance of 49.98 feet to the Point of Beginning.

Subject to a 20 foot maintenance Easement along the C-2 Canal.

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GOLF COURSE PARCEL # 4:

A portion of the Boston and Florida Atlantic Coast Land Co. Sub. of Section 35, Township 47 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 2, Page 63 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the South West Corner of said Section 35; thence N. 2° 48' 29" W, along the West line of said Section 35, a distance of 2612.04 feet to the North line extended Westerly of Tracts 38, 39 and 40 of said Boston and Florida Atlantic Coast Land Co. Sub.; thence N. 89° 36' 21" E, along said North line, a distance of 210.83 feet to the Point of Beginning of this description, said point being further described as being on the Easterly right of way line of the C-2 Canal, recorded in Official Records Book 4933, Page 427 of the Public Records of Broward County, Florida; thence continuing N. 89° 36' 21" E, a distance of 1654.13 feet; thence S. 5° 01' 53" E, a distance of 487.89 feet; thence S. 32° 16' 44" W, a distance of 97.00 feet; thence S. 60° 39' 26" W, a distance of 75.72 feet; thence N. 89° 32' 42" W, a distance of 74.63 feet; thence N. 45° 27' 49" W, a distance of 50.20 feet; thence N. 32° 16' 45" W, a distance of 141.91 feet; thence S. 79° 40' 21" W, a distance of 379.92 feet; thence S. 87° 35' 00" W, a distance of 322.53 feet; thence N. 82° 40' 13" W, a distance of 439.50 feet; thence N. 68° 33' 11" W, a distance of 355.84 feet to an intersection with the Easterly right of way line of the C-2 Canal; thence Northerly along the arc of a circular curve to the Left, whose radius point bears N. 63° 58' 04" W, with a radius of 690.00 feet, a central angle of 29° 07' 17", an arc distance of 350.40 feet to the Point of Beginning.

Subject to a 20.00 foot Maintenance Easement along the C-2 Canal.

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GOLF COURSE PARCEL # 5:

A portion of the South one-half (S.1/2) of Sections 34 & 35, Township 47 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Commencing at the Southeast corner of the S.W. 1/4 of said Section 35; thence S. $89^{\circ} 17' 37''$ W, along the South line thereof, a distance of 526.35 feet to the Point of Beginning of this description; thence continuing S. $89^{\circ} 17' 37''$ W, a distance of 243.15 feet; thence S. $1^{\circ} 14' 11''$ E, a distance of 45.88 feet; thence S. $68^{\circ} 25' 15''$ W, a distance of 503.90 feet; thence S. $80^{\circ} 01' 39''$ W, a distance of 748.56 feet; thence S. $87^{\circ} 35' 42''$ W, a distance of 472.19 feet; thence N. $79^{\circ} 53' 06''$ W, a distance of 196.87 feet; thence S. $75^{\circ} 39' 18''$ W, a distance of 118.37 feet to the Easterly right of way line of Deer Creek Boulevard, as recorded in Official Records Book 5002, Page 826 of the Public Records of Broward County, Florida; thence N. $48^{\circ} 54' 44''$ W, along said right of way, a distance of 345.87 feet to a point of curve; thence Northerly along the arc of a circular curve to the Right, having a radius of 1160.00 feet, a central angle of $26^{\circ} 09' 46''$, an arc distance of 529.69 feet to a point of Tangency; thence N. $22^{\circ} 44' 58''$ W, a distance of 367.32 feet, to a point of curve; thence Northerly and Easterly along the arc of a circular curve to the Right, having a radius of 25.0 feet, a central angle of $90^{\circ} 00' 00''$, an arc distance of 39.27 feet to a point of Tangency on the South right of way line of Deer Creek Country Club Boulevard, as recorded in Official Records Book 5102, Page 271 and Official Records Book 5329, Page 189 of the Public Records of Broward County, Florida; thence N. $67^{\circ} 15' 02''$ E, along said South right of way, a distance of 300.00 feet; thence S. $22^{\circ} 44' 58''$ E, a distance of 392.33 feet; thence S. $31^{\circ} 39' 00''$ E, a distance of 709.54 feet; thence N. $41^{\circ} 05' 15''$ E, a distance of 75.87 feet to a point of curve; thence Easterly along the arc of a circular curve to the Right, having a radius of 150.00 feet, a central angle of $37^{\circ} 31' 51''$, an arc distance of 98.26 feet to a point of Tangency; thence N. $78^{\circ} 37' 06''$ E, a distance of 339.23 feet to a point of curve; thence Easterly and Northerly along the arc of a circular curve to the Left, having a radius of 50.00 feet, a central angle of $128^{\circ} 25' 30''$, an arc distance of 112.07 feet, to a point of Tangency; thence N. $49^{\circ} 48' 24''$ W, a distance of 327.28 feet; thence N. $31^{\circ} 39' 00''$ W, a distance of 800.00 feet to an intersection with the South right of way line of said Deer Creek Country Club Boulevard; thence Easterly along said South right of way, along the arc of a circular curve to the Left, having a radius of 780.00 feet, a central angle of $6^{\circ} 59' 22''$, an arc distance of 95.15 feet to a point of Tangency; thence N. $42^{\circ} 00' 00''$ E, a distance of 15.21 feet; thence S. $46^{\circ} 16' 09''$ E, along the West line of Deer Creek Golf Estates Section One, according to the Plat thereof, as recorded in Plat Book 95, Page 45 of the Public Records of Broward County, Florida, a distance of 748.11 feet; thence S. $48^{\circ} 29' 16''$ E, a distance of 480.91 feet to a point of curve; thence Southerly and Easterly along the arc of a circular curve to the Left, having a radius of 100.00 feet, a central angle of $124^{\circ} 33' 44''$, an arc distance of 217.40 feet to a point of Tangency; thence N. $6^{\circ} 57' 00''$ E, a distance of 389.04 feet; thence N. $14^{\circ} 05' 33''$ E, a distance of 534.85 feet; thence N. $6^{\circ} 11' 41''$ E, a distance of 443.65 feet; thence N. $88^{\circ} 55' 20''$ E, a distance of 46.12 feet to a point of curve; thence Easterly along the arc of a circular curve to the Right, having a radius of 760.00 feet, a central angle of $15^{\circ} 08' 29''$, an arc distance of 200.84 feet to an intersection with the arc of a circular curve to the left, whose radius point bears S. $82^{\circ} 36' 26''$ E; thence Southerly along the arc of said curve, having a radius of 1035.00 feet, a central angle of $7^{\circ} 50' 38''$, an arc distance of 141.69 feet to a point of Tangency; thence S. $0^{\circ} 27' 04''$ E, a distance of 90.48 feet; thence S. $9^{\circ} 20' 46''$ W, a distance of 234.26 feet; thence S. $11^{\circ} 52' 47''$ W, a distance of 565.45 feet; thence S. $22^{\circ} 12' 56''$ W, a distance of 573.92 feet; thence S. $86^{\circ} 49' 16''$ E, a

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distance of 365.55 feet; thence N. $86^{\circ} 12' 08''$ E., a distance of 392.94 feet; thence N. $9^{\circ} 52' 34''$ E., a distance of 671.61 feet; thence N. $13^{\circ} 56' 45''$ E., a distance of 231.52 feet; thence N. $20^{\circ} 27' 48''$ E., a distance of 269.90 feet; thence N. $73^{\circ} 33' 53''$ W., a distance of 605.73 feet; thence N. $0^{\circ} 27' 04''$ W., a distance of 82.07 feet; thence S. $83^{\circ} 12' 09''$ E., a distance of 136.95 feet to a point of curve; thence Easterly along the arc of a circular curve to the Left, having a radius of 3550.00 feet, a central angle of $7^{\circ} 03' 57''$, a arc distance of 437.79 feet to a point of Tangency; thence N. $89^{\circ} 43' 54''$ E., a distance of 103.97 feet; thence N. $11^{\circ} 46' 55''$ E., a distance of 63.53 feet; thence S. $82^{\circ} 19' 08''$ E., a distance of 60.00 feet; thence S. $2^{\circ} 07' 16''$ W., a distance of 624.10 feet, to a point of curve; thence Southerly along the arc of a circular curve to the Right, having a radius of 1850.00 feet, a central angle of $10^{\circ} 30' 25''$, an arc distance of 339.26 feet to a point of Tangency; thence S. $12^{\circ} 37' 41''$ W., a distance of 254.77 feet; thence S. $0^{\circ} 42' 23''$ E., a distance of 233.53 feet to the Point of Beginning.

All the above described property situate in Deerfield Beach, Florida.

Subject to Easements and rights of way of record.

Containing 344,1351 acres, more or less.

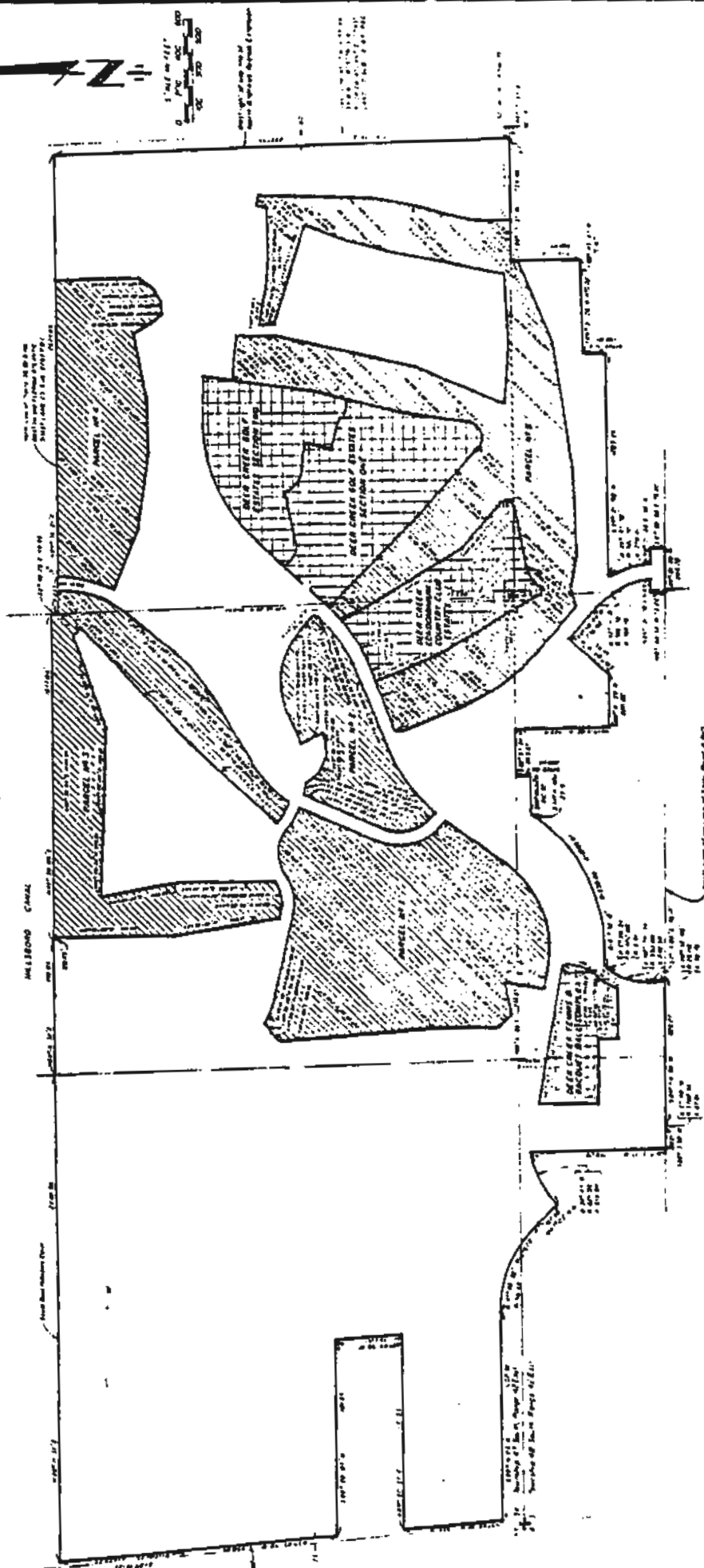
REVISED COMPLETE: September 8, 1978

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**RAND SURVEYS
PLANNERS
CONSULTING ENGINEERS**
2501 West Mainline Blvd
Gower/Brick Beach, Torrance
904-2-8400/426-1290 3344

DLP

DECLARATION OF FORMANTS
TO
FAMILY A
DEER CREEK
AND MOUNTAIN
VIEW



DEC 78 30 42 333

EXHIBIT B

TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
DEER CREEK

ARTICLES OF INCORPORATION AND CURRENT AMENOMENT
OF
DEER CREEK IMPROVEMENT ASSOCIATION, INC.

REC-7830 VOL. 334

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

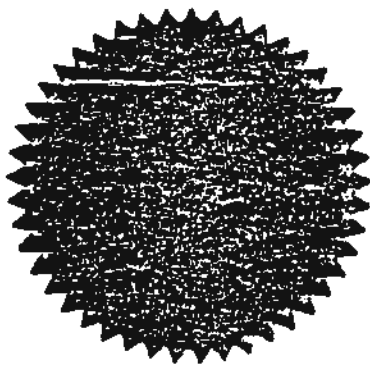
CERTIFICATE OF INCORPORATION

OF

DEER CREEK IMPROVEMENT ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 23rd day of April, A.D., 1974,
as shown by the records of this office.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
24th day of April,
A.D., 1974.



Richard (Dick) Stone
SECRETARY OF STATE

CORO-94
3-29-72

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OFF. 7830 REC. 335

ARTICLES OF INCORPORATION

OF

DEER CREEK IMPROVEMENT ASSOCIATION, INC.

FILED

APR 23 4 09 PM '74

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be:

DEER CREEK IMPROVEMENT ASSOCIATION, INC.

ARTICLE II

Purpose

The purposes and objectives of the Association shall be:

1. To provide and promote the health, safety, social and economic welfare of the Unit owners and Condominium Associations within the area referred to in Exhibit K attached hereto, as authorized by the Articles of Incorporation, the By-Laws of the Deer Creek Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereafter filed on all or any portion of the area referred to in Exhibit K.
2. To maintain, repair, and improve landscaping, structures and other improvements in the median cuts and right-of-ways of public and private roads, in parks, common areas, sidewalks and paths for which the obligation to maintain, repair and improve has been designated and accepted by the Board of Directors of the Deer Creek Improvement Association, Inc.
3. To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings of any type, including, without limitation, walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted in each area subject to a Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereinafter filed on all or any portion of the area referred to in Exhibit K and/or each area which is designated and accepted by the Board of Directors of the Deer Creek Improvement Association, Inc.
4. To perform all functions and exercise such powers contemplated

of the Deer Creek Improvement Association, Inc., and delegated to the Board of Directors of the Deer Creek Improvement Association, Inc. in the Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereinafter filed on all or any portion of the area referred to in Exhibit K.

5. To provide for private security, fire safety and protection, and similar functions and services in each area subject to a Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereinafter filed on all or any portion of the area referred to in Exhibit K, and/or each area designated and accepted by the Board of Directors of the Deer Creek Improvement Association, Inc.

6. 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.

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

ARTICLE III

Powers

The Deer Creek Improvement Association, Inc. shall have the following powers:

1. The Deer Creek Improvement Association, Inc. shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these Articles.

2. To enter into, make, establish and enforce, rules, regulations, by-laws, covenants, restrictions and agreements to carry out the purposes of Deer Creek Improvement Association, Inc.

3. To make and collect assessments against members of the Deer Creek Improvement Association, Inc. to defray the costs, expenses, reserves and losses of the Deer Creek Improvement Association, Inc. as provided in Article VI, hereinafter.

4. To use the proceeds of assessments in the exercise of its powers and duties, and as contemplated by the functions and powers delegated to the Deer Creek Improvement Association, Inc. by a Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereinafter filed on all or any portion of that area described in Exhibit K.

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5. To hold funds for the exclusive benefit of the members of the Deer Creek Improvement Association, Inc. as set forth in these Articles of Incorporation and as provided in any Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereinafter filed on all or any portion of that area described in Exhibit K.

ARTICLE IV

Members

1. The members of Deer Creek Improvement Association, Inc. shall consist of all Unit Owners within area described in Exhibit K, Deer Creek Development Corporation, and Phillip J. Metzger. There shall be two classes of members:

(a) Class One Members. Class One members shall be Unit Owners of all residential condominium parcels located within the area described in Exhibit K. Each Unit Owner shall be a member upon title of the condominium parcel being conveyed by deed and being recorded among the Public Records of Broward County, Florida. The record owners of all condominium parcels within the area described in Exhibit K shall be members of the Deer Creek Improvement Association, Inc. and no other persons or entities shall be members, except Class Two members. No Class Two member shall be deemed a Class One member by virtue of holding title to a condominium parcel within the area described in Exhibit K.

(b) Class Two Members. Class Two members shall consist of two members: Phillip J. Metzger, his heirs, successors, and assigns; and Deer Creek Development Corporation, a Florida corporation, its assignee, successor or designee. Regardless of any other provision in these Articles of Incorporation, a Class Two member shall be assessed an annual assessment of One Hundred (\$100.00) Dollars and shall not be subject to any other assessment. A Class Two member may terminate his membership in the Deer Creek Improvement Association, Inc. by tendering resignation to the Secretary of the Association.

2. Transfer of membership in the Deer Creek Improvement Association, Inc. shall be established by the recording in the public records of Broward County, Florida, of a condominium deed or other instrument establishing a record title to a condominium parcel in a condominium located within the area described in Exhibit K, the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Deer Creek

Improvement Association, Inc. cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her condominium parcel.

4. The members of the Deer Creek Improvement Association, Inc., singly or collectively, shall be entitled to only one vote for each condominium parcel owned by them. The exact manner of exercising voting rights when there are two or more owners of one condominium parcel shall be determined by the by-laws of the Deer Creek Improvement Association, Inc.

ARTICLE V

Voting

1. A Class One member shall represent himself, or may authorize by proxy the condominium association in which he is a member to act on his behalf, in all meetings or other activities which a member of Deer Creek Association, Inc. is entitled to attend.

2. A Class Two member shall represent himself, or may authorize by proxy any person to act on his behalf. So long as either Class Two member holds title to Fifty (50) acres of real property within the area described in Exhibit K, the Class Two members shall be entitled to appoint three members of the Board of Directors of the Deer Creek Improvement Association, Inc. So long as either Class Two member holds title to any real property within the area described in Exhibit K, each Class Two member shall appoint a member of the Board of Directors.

ARTICLE VI

Assessments

1. Subject to the restrictions and limitations set forth herein, each Class One member shall pay to the Deer Creek Improvement Association, Inc. an annual assessment which shall be determined by the Board of Directors. During the years 1974 through and including until December 31, 1978, inclusive, said assessment shall not exceed the sum of Twenty-five Dollars (\$25.00) per year. After that date, the assessment shall not exceed One Hundred Dollars (\$100.00) per year without the approval of a majority of members of the Deer Creek Improvement Association, Inc. Each Class Two member shall pay an annual assessment totalling One Hundred Dollars (\$100.00) regardless of ownership of condominium parcels within the area described in Exhibit K.

2. The Deer Creek Improvement Association, Inc. will secure funds with which to operate by assessment of each member pursuant to and in accordance with the provisions of any Declaration of Condominium submitting all or any portion

of land within the area described in Exhibit K to the condominium form of ownership; and/or any Declaration of Covenants filed on all or any portion of land within Exhibit K, and/or these Articles of Incorporation, and the By-Laws of the Deer Creek Improvement Association, Inc. applicable to these Articles of Incorporation.

ARTICLE VII

Directors

1. The affairs of the Deer Creek Improvement Association, Inc. shall be managed by a Board of Directors consisting of not more than three (3) nor more than nine (9) members. The initial Board of Directors shall consist of five (5) members. The Board of Directors shall consist of five (5) members so long as either Class Two member holds title to any real property within the area described in Exhibit K.

(a) Three members of the Board of Directors shall be appointed by the Class Two members annually and shall hold office for a period of one (1) year, so long as either Class Two member holds title to fifty (50) acres of real property within the area described in Exhibit K. So long as either Class Two member holds title to any real property with the area described in Exhibit K, each Class Two member shall appoint a member of the Board of Directors.

(b) Two members of the Board of Directors shall be elected by the Class One members annually so long as a Class Two member holds title to fifty (50) acres of real property within the area described in Exhibit K. When neither Class Two member holds title to real property of Fifty (50) acres or more with the area described in Exhibit K, then in that event the Class One members shall at the next annual election be entitled to elect three members of the Board of Directors. When neither Class Two member holds title to any real property within the area described in Exhibit K, then in that event the Class One Members shall at the next annual election be entitled to elect all the members of the Board of Directors.

2. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Phillip J. Metzger	180 Coconut Palm Road Boca Raton, Florida
Dolly R. Metzger	180 Coconut Palm Road Boca Raton, Florida

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Thomas J. Metzger

5001 N.W. 1st Way
Pompano Beach, Florida

Joseph L. Martin

10650 N.W. 42nd Drive
Coral Springs, Florida

Robert Buffington

1630 S.E. 5th Court
Deerfield Beach, Florida.

ARTICLE VIII

Officers

The affairs of the Deer Creek Improvement Association, Inc. as directed by the Board of Directors shall be administered by the officers named in these Articles of Incorporation. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names and Addresses</u>	<u>Office</u>
Phillip J. Metzger 180 Coconut Palm Road Boca Raton, Florida	President
Dolly R. Metzger 180 Coconut Palm Road Boca Raton, Florida	Vice-President
Thomas J. Metzger 5001 N.E. 1st Way Pompano Beach, Florida	Secretary
Joseph L. Martin, Jr. 10650 N.W. 42nd Drive Coral Springs, Florida	Assistant Secretary and Treasurer

ARTICLE IX

Indemnification

Every Director, and every officer of the Association shall be indemnified by the Deer Creek Improvement Association, Inc. against all expenses

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and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interests of the Deer Creek Improvement Association, Inc. The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE X

Transactions In Which Directors Or Officers Are Interested

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

ARTICLE XI

By-Laws

The first By-Laws of the Deer Creek Improvement Association, Inc. shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XII

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted

in the following manner:

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more members of the Deer Creek Improvement Association, Inc. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Deer Creek Improvement Association, Inc. at or prior to the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Deer Creek Improvement Association, Inc.; or

(b) By not less than 80% of the votes of the entire membership of the Deer Creek Improvement Association, Inc.

3. No amendment shall make any changes in the qualification for membership or in voting rights of members, or any change Article V and/or Article VI hereof without approval in writing by each Class Two member.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the public records of Broward County, Florida.

ARTICLE XII

Dissolution Of The Association

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

(a) Real property contributed to the Association without the receipt of other than nominal consideration by a Class Two member (or its predecessor in interest) shall be returned to such Class Two member (whether or not exercising such rights as a Class Two member at the time of such dissolution), unless and except to the extent it refuses to accept the conveyance (which it may do in whole or in part).

(b) Any remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be equal.

2. The Deer Creek Improvement Association, Inc. may be dissolved upon a unanimous resolution to that effect being adopted by 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 617 or Statute of similar import, and approved by two-thirds of the voting rights of the Deer Creek Improvement Association, Inc. members.

ARTICLE XIV

Term

The Deer Creek Improvement Association, Inc. shall have perpetual existence.

ARTICLE XV

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Joseph L. Martin, Jr.	10650 N. W. 42nd Drive Coral Springs, Florida
Phillip J. Metzger	180 Coconut Palm Road Boca Raton, Florida
Robert Buffington	1630 S. E. 5th Court Deerfield Beach, Florida

ARTICLE XVI

Resident Agent

The initial resident agent of Deer Creek Improvement Association, Inc. shall be JAMES M. HANKINS, whose address is Suite 103, 855 South Federal Highway, Boca Raton, Florida.

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ARTICLE XVII

Initial Address

The initial address of the Association shall be: 311 Deer Creek Boulevard, Deerfield Beach, Florida.

ARTICLE XVIII

Definitions

All terms used herein which are defined by Florida Statute 711 (1973), the Condominium Act, shall be used herein with the same meaning as defined in said statutes.

IN WITNESS WHEREOF, the subscribers have hereunto fixed their signatures on this 12 day of April, 1974.

Joseph L. Martin, Jr. (L.S.)
Joseph L. Martin, Jr.

Phillip J. Metzger (L.S.)
Phillip J. Metzger

Robert Buffington (L.S.)
Robert Buffington

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments in the State of Florida on this day personally appeared Joseph L. Martin, Jr., Phillip J. Metzger and Robert Buffington being subscribers of the Articles of Incorporation of the foregoing Association, who, after being duly sworn by me, upon their oath stated that they have executed the foregoing Articles of Incorporation for the purposes herein expressed.

WITNESS, my hand and official seal at Deerfield Beach, Fla. on the 12 day of April, 1974.

Berta R. Buffington
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 3, 1977
BONDED THRU CAPITAL INSURANCE UNDERWRITER

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EXHIBIT K

Description for Articles of Incorporation
Deer Creek Improvement Association, Inc.

A portion of the South One-Half (S½) of Sections 34 and 35, Township 47 South, Range 42 East, together with portions of Government Lots 1, 2, 3 and 4, of Section 3, Township 48 South, Range 42 East, and portions of Government Lots 3 and 4, of Section 2, Township 48 South, Range 42 East, being more particularly described as follows:

Commencing at the Southeast corner of Section 34; thence S 88°57'24" W, along the South line of Section 34, a distance of 765.85 feet to the Point of Beginning; thence S 88°57'24" W, along the South line of said Section 34, a distance of 263.67 feet; thence S 01°13'06" E, a distance of 669.93 feet; thence S 88°41'59" W, a distance of 36.33 feet; thence S 01°13'06" E, a distance of 174.22 feet more or less to a Point of Intersection with the North Right-of-Way line of State Road 810; thence S 89°54'09" W, along the North Right-of-Way line of State Road 810, a distance of 100.42 feet; thence N 01°13'06" W, a distance of 172.11 feet; thence S 88°41'59" W, a distance of 592.76 feet; thence S 01°13'07" E, a distance of 159.67 feet more or less to a Point of Intersection with the North Right-of-Way line of State Road 810; thence S 89°54'09" W along the North Right-of-Way line of State Road 810, a distance of 1265.61 feet to a Point of Curve; thence Westerly along a curve to the left, having a radius of 5782.58 feet and a central angle of 00°40'19", an arc distance of 67.82 feet to a Point of Tangency; thence S 89°13'50" W a distance of 1562.50 feet to a Point of Intersection with the West line of the East One-Half (E½) of Government Lot 4, Section 3; thence N 01°13'57" W, along said West line, a distance of 814.61 feet; thence S 89°16'03" W, along the South line of Section 34 a distance of 632.17 feet more or less to a Point of Intersection with the East Right-of-Way line of Power Line Road; thence N 01°51'15" W, along the East Right-of-Way line of Power Line Road, a distance of 691.30 feet, thence N 89°20'01" E, a distance of 1121.55 feet; thence N 05°51'15" W, a distance of 390.00 feet; thence S 89°20'01" W, a distance of 1121.55 feet to the East Right-of-Way line of Power Line Road; thence N 05°51'15" W, along said East Right-of-Way line a distance of 930.09 feet to a Point of Curvature; thence Northerly along said East Right-of-Way line and a curve to the right having a radius of 17,161.75 feet, a central angle of 02°04'43", an arc distance of 622.60 feet; thence N 89°31'47" E, parallel with and 130.00 feet South of as measured at right angles to the centerline of existing Hillsboro Canal, a distance of 3538.36 feet; thence N 03°06'51" W, a distance of 75.32 feet more or less to a point on the South bank of Hillsboro Canal, thence N 89°32'15" E, along said South bank a distance of 1875.18 feet more or less to the East line of said Section 34; thence S 02°53'36" E, along the East line of said Section 34, a distance of 145.15 feet; thence N 89°29'09" E, parallel with and 200.00 feet South of and as measured at right angles to the centerline of existing Hillsboro Canal, a distance of 1343.66 feet; thence N 02°47'28" W, a distance of 70.05 feet; thence N 89°29'09" E, parallel with and 130.00 feet

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South of as measured at right angles to the centerline of existing Hillsboro Canal, a distance of 671.89 feet; thence S 02°44'23" E, a distance of 70.05 feet; thence N 89°29'09" E, parallel with and 200.00 feet South of as measured at right angles to the centerline of existing Hillsboro Canal, a distance of 671.83 feet to the East line of the Southwest One-Quarter (SW¼) of Section 35; thence S 02°41'18" E, along the East line of the Southwest One-Quarter (SW¼) of Section 35, a distance of 2507.56 feet to the Southeast corner of the Southwest One-Quarter (SW¼) of Section 35; thence S 89°17'37" W, along the South line of Section 35, a distance of 769.50 feet; thence S 01°14'11" E, a distance of 398.93 feet; thence S 88°43'23" W, a distance of 70.60 feet; thence S 01°14'11" E, a distance of 450.80 feet to a Point of Intersection with the North Right-of-Way line of State Road 810; thence S 89°01'08" W along the North Right-of-Way line of State Road 810, a distance of 1967.30 feet to a Point of Curvature; thence Westerly along a curve to the right, having a radius of 5676.58 feet, a central angle of 00°52'29", an arce distance of 86.66 feet; thence N 01°13'06" W, a distance of 192.06 feet; thence S 88°41'59" W, a distance of 150.00 feet; thence S 01°13'06" E, a distance of 182.91 feet; thence S 89°54'09" W, along the North Right-of-Way line of State Road 810, a distance of 100.02 feet; thence N 01°13'06" W, a distance of 320.15 feet; thence S 88°41'59" W, a distance of 300.00 feet; thence N 01°13'06" W, a distance of 535.41 feet to the Point of Beginning, Containing 584.447 acres, more or less.
Said lands situate, lying and being in Broward County, Florida.
Subject to all rights-of-way, easements and restrictions, if any, of previous record.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

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CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
DEER CREEK IMPROVEMENT ASSOCIATION, INC.

77-18566

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

Certificate of Amendment to Certificate of Incorporation of
DEER CREEK IMPROVEMENT ASSOCIATION, INC., a corporation organized
under the laws of the State of Florida, filed on the 11th day
of August, 1977, as shown by the records of this office.



CER-104
1/27/77

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
12th day of August
19 77.

A handwritten signature in cursive script, reading "Bruce C. Smith".

SECRETARY OF STATE

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
DEER CREEK IMPROVEMENT ASSOCIATION, INC.
a corporation not for profit

WE, the undersigned, President and Secretary respectively of DEER CREEK IMPROVEMENT ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, hereby certify as follows:

1. That at a special meeting of the Board of Directors of said corporation held on the 4th day of August, 1977, the Board of Directors, by a vote in excess of Seventy-Five percent (75%) of its entire membership, approved the Amendment to the Certificate of Incorporation as contained herein and further resolved that said Amendment be presented to the members of the Corporation for their action.

2. That at a special meeting of the members of said corporation held on the 4th day of August, 1977, the proposed Amendment to the Certificate of Incorporation contained herein was approved by a vote in excess of Seventy-Five percent (75%) of the entire membership of the DEER CREEK IMPROVEMENT ASSOCIATION, INC.

3. The recommended Resolution and Amendment to the Board of Directors, the same being the Amendment approved by the members of the Corporation is as follows:

A. Article XVIII is deleted in its entirety, and in lieu thereof it is replaced by the following:

ARTICLE XVIII

Definitions

Notwithstanding anything contained in these Articles of Incorporation, the By-Laws of the DEER CREEK IMPROVEMENT ASSOCIATION, INC., or any Declarations of Covenants and Restrictions for Improvement and Maintenance (or similar documentation) affecting lands submitted to the jurisdiction of this Association, the following terms used in these Articles of Incorporation, the By-Laws of the Association and Declarations of Covenants and Restrictions for Improvement and Maintenance (or similar documentation) shall have the meanings stated as follows:

1. Unit, Condominium Parcel, and Residential Condominium Parcel. All of these terms shall be used interchangeably and have the same meaning in all instances. These terms refer to, and shall mean, any

living unit which is designed for and intended to be used by a single family. These terms shall include, but not be limited to, condominium units (portion of condominium subject to private ownership), single-family homes, rental apartment units, townhouses, patio homes, cluster homes, and villas. It is intended that each of these terms refers to a living unit irrespective of whether that living unit is within a building containing more than one Unit and also irrespective of the method of ownership or basis of occupancy (e.g. rental) of said living unit.

2. Unit Owner and Condominium Parcel Owner. Any Owner of a Unit as that term is defined in Paragraph 1 above.

3. Condominium Association. Where appropriate to adapt to the change of the definition of Unit to include living quarters other than Condominium Units or Parcels, Condominium Association shall be expanded to include the applicable association which is appropriate for the context (for example a homeowner's association or a property owner's association).

4. Declaration of Condominium. Where appropriate to adapt to the change of the definition of Unit to include living quarters other than Condominium Units or Parcels, Declaration of Condominium shall be expanded to include the applicable Declaration of Covenants and Restrictions or any similar documentation.

B. Article IV is deleted in its entirety, and in lieu thereof it is replaced by the following:

ARTICLE IV

Members

1. The members of DEER CREEK IMPROVEMENT ASSOCIATION, INC. shall consist of all Unit Owners of Units located within the area described in Exhibit "K" attached hereto and is also within a portion of land which has had a Declaration of Covenants and Restrictions for Maintenance and Improvement (or similar documentation) filed and recorded in the Public Records of Broward County, Florida, submitting said land to the jurisdiction of DEER CREEK IMPROVEMENT ASSOCIATION, INC. Further, a Unit (and its Unit Owner) shall initially become eligible for membership when said Unit has been fully constructed and a Certificate of Occupancy, issued by the proper governmental authority, has been issued for that particular Unit and on said date of issuance of the Certificate of Occupancy the then Owner of the Unit will automatically be a Member of this Association. In addition, Deer Creek Development Corporation, a Florida corporation, its successors and assigns, and Phillip J. Metzger, his heirs, successors and assigns, shall also be considered members as further described in this Paragraph. There shall be two (2) classes of members:

(a) Class One Members. Class One Members shall be Unit Owners who are Members as that term is defined hereinabove. However, no Class Two Member shall be deemed a Class One Member by virtue of holding title to a Unit within the area described in Exhibit "K". Therefore, Class One Members shall consist of all Members other than those individuals or entities designated as Class Two Members.

(b) Class Two Members. Class Two Members shall consist of two (2) members: Phillip J. Metzger, his heirs, successors, and assigns; and Deer Creek Development Corporation, a Florida corporation, its assigns, successors or designees. Regardless of any other provisions in these Articles of Incorporation, a Class Two Member shall be assessed an annual assessment of One Hundred Dollars (\$100.00) and shall not be subject to any other assessment. A Class Two Member may terminate his Class Two Membership in the DEER CREEK IMPROVEMENT ASSOCIATION, INC., by tendering resignation to the Secretary of the ASSOCIATION, at which time all rights as a Class Two Member shall be terminated and the Class Two Members shall be Class One Members with respect to any Units then owned.

2. Transfer of Membership in the DEER CREEK IMPROVEMENT ASSOCIATION, INC., shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a transfer of record title to a Unit for which membership has already been established as hereinabove provided, the Owner or Owners designated by such instrument of conveyance, thereby becoming a Member or Members of the ASSOCIATION and the prior Owners' Membership thereby terminated. In the event of death of a Unit Owner, his Membership shall be automatically transferred to his heirs or successors in interest.

3. A share of a Member in the funds and assets of the DEER CREEK IMPROVEMENT ASSOCIATION, INC., (which share shall be equal to the share of all other Members in the ASSOCIATION at any given time) cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit, nor may his Membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit. The Members of the DEER CREEK IMPROVEMENT ASSOCIATION, INC., singly or collectively, shall be entitled to one (1) vote for each Unit owned by them. The exact manner of exercising voting rights when there are two (2) or more Owners of one Unit shall be determined by the By-Laws of the DEER CREEK IMPROVEMENT ASSOCIATION, INC.

C. Article V Paragraph 1 is deleted in its entirety, and in lieu thereof it is replaced by the following (Article V Paragraph 2 shall remain unaffected and in full force and effect):

ARTICLE V

1. A Class One Member shall represent himself, or may authorize by proxy the condominium association, homeowner's association, or property owner's association in which he is a Member, or any other Member of DEER CREEK IMPROVEMENT ASSOCIATION, INC., to act on his behalf, in all meetings or other activities which a Member of DEER CREEK IMPROVEMENT ASSOCIATION, INC., is entitled to attend.

D. Article VI Paragraph 1 is hereby amended by adding the following Paragraph at the end of said Paragraph 1 (the entire present Paragraph 1 remains in full force and effect and this is merely an addition to said Paragraph):

All Class One Members shall be responsible for an equal share of the annual assessment (budget) of the ASSOCIATION as said assessment and budget are determined by the Board of Directors pursuant to these Articles of Incorporation and the By-Laws of the ASSOCIATION. Each Class One Member's assessment will be that portion of the total annual assessment (budget) determined by multiplying said annual assessment (budget) by a fraction the numerator of which is one (1) and the denominator of which is the total number of Class One Members of this DEER CREEK IMPROVEMENT ASSOCIATION, INC., on the date of said assessment. Furthermore, each new Class One Member shall be responsible to pay to the ASSOCIATION within thirty (30) days from the date of issuance of the Certificate of Occupancy an amount equal to the per Unit annual assessment for the particular year in which the Certificate of Occupancy is issued times a fraction the numerator of which is the remaining days of the calendar year after the date of issuance of the Certificate of Occupancy and the denominator of which is three hundred sixty-five (365). The purpose of this Paragraph is to clarify the responsibility of each Member and in no way affects the guarantees that the assessment for each Unit (Member) shall not exceed Twenty-Five Dollars (\$25.00) per year until December 31, 1978, nor shall the per Unit (Member) assessment exceed One Hundred Dollars (\$100.00) per year after that date without the approval of a majority of the Members of DEER CREEK IMPROVEMENT ASSOCIATION, INC.

E: Article XII Paragraph 2(a) and 2(b) are hereby amended by restating both Paragraphs and adding Paragraph 2(c) (the introductory Paragraph of said Paragraph 2 remains in full force and effect as originally stated):

ARTICLE XII

2. (a) Such approval must be by not less than Seventy-Five percent (75%) of the entire Membership of the Board of Directors and by not less than Seventy-Five percent (75%) of the votes of the entire Membership of the DEER CREEK IMPROVEMENT ASSOCIATION, INC.; or

(b) By not less than Eighty percent (80%) of the votes of the entire Membership of the DEER CREEK IMPROVEMENT ASSOCIATION, INC.; or

(c) Until the Class One Members elect the entire Board of Directors, by a majority of the Board of Directors, provided the Amendment does not increase the maximum per Unit assessment provisions (which maximums may only be increased as contained in Article VI herein) and also provided that the Amendment does not change the voting rights as stated in these Articles of Incorporation.

IN WITNESS WHEREOF, said corporation has caused its corporate seal to be affixed hereto and this Certificate of Amendment to be signed by Phillip J. Metzger, as President, and Thomas J. Metzger as Secretary, this 4th day of August, 1977.

WITNESSES:

DEER CREEK IMPROVEMENT ASSOCIATION, INC.
a corporation not for profit

James A. Doldor
James J. Ellert

By:

Phillip J. Metzger
PHILLIP J. METZGER, President

ATTEST:

By:

Thomas J. Metzger
THOMAS J. METZGER, Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements, personally appeared PHILLIP J. METZGER and THOMAS J. METZGER, as President and Secretary, respectively, of DEER CREEK IMPROVEMENT ASSOCIATION, INC., a corporation not for profit, who, after first being duly sworn, state that they have executed the foregoing Certificate of Amendment on behalf of the said corporation and that said statements contained therein are true and correct.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 4th day of August, 1977.

NOTARY PUBLIC
STATE OF FLORIDA
AT LARGE

James A. Doldor
NOTARY PUBLIC, State of Florida at Large

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MAY 352

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BY-LAWS

OF

DEER CREEK IMPROVEMENT ASSOCIATION, INC.

1. Identity. These are the By-Laws of DEER CREEK IMPROVEMENT ASSOCIATION, INC., herein called the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on . . . The Association has been organized to promote the health, safety, and social and economic welfare of all Unit Owners of condominium parcels with the area described in Exhibit K, attached to the Articles of Incorporation of Deer Creek Improvement Association, Inc., hereinafter referred to as Exhibit K.

1.1. Definitions. All terms used herein which are defined by the Declaration of Condominium for Declaration of Covenants and Restrictions for Improvement and Maintenance, or by Florida Statute 711 (1973), the Condominium Act, shall be used herein with the same meaning as defined in said Declaration or said Statute.

1.2. The fiscal year shall be the calendar year.

1.3. The office of the Association shall be 311 Deer Creek Boulevard, Deerfield Beach, Florida, or such other place or places as the Board of Directors may from time to time determine.

1.4 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. Membership and Members' Meetings

2.1 Qualification. The members of the Association shall consist of all record Unit Owners of residential condominium parcels within the area described in Exhibit K, and such membership shall become effective immediately upon a party becoming a record title holder of a condominium parcel. Deer Creek Development Corporation and Phillip J. Metzger shall be members of the Association as provided in the Articles of Incorporation of the Deer Creek Improvement Association, Inc.

2.2. Special Members Meetings shall be held at the office of the corporation whenever called by the President or by a majority of

the Board of Directors. The business conducted at such special meeting shall be limited to that stated in the notice of meeting. The Special Meeting of the members held annually to elect the Board of Directors shall be held on the third Monday of the month of January.

2.3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than 10 days, nor more than 60 days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.4. A quorum. A quorum at members meeting shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

2.5. Voting.

1. In any meeting of members the Unit Owners of a condominium parcel shall be entitled to cast one vote for each condominium parcel so owned.

2. If a condominium parcel is owned by one person his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If a condominium parcel is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate signed by all of the record owners of the condominium parcel according to the roster of unit owners and filed with the Secretary of the Association. If a condominium parcel is owned by a corporation, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate

signed by the president or vice-president and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the Condominium parcel concerned. A certificate designating the person entitled to cast the vote of an condominium parcel may be revoked by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made only to a Condominium Association operating within the area described in Exhibit K. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof.

2.7. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. At meetings of the membership, the President shall preside, or in his absence, the Vice-President shall preside, or in the absence of both, the membership shall select a chairman.

2.9. The order of business at members' meetings, shall be:

1. Determination of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

2.10. Proviso. Provided, however, that until each Class Two member owns less than fifty (50) acres of real property within the area described in Exhibit K, the proceedings of all meetings of members of the Association shall have no effect unless expressly approved in writing by each Class Two member.

3. Directors.

3.1. Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

1. Five (5) directors initially which number shall remain the same until all Class Two memberships are terminated by the fact that each Class Two member owns no real property within the area described in Exhibit K.

2. Not less than three (3) nor more than nine (9) to be elected at the first election of directors.

3. A nominating committee of five (5) members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

4. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between special meetings of members shall be filled by the remaining directors.

6. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

7. The provisions of sub-paragraphs three-six, inclusive of this paragraph 3.1 shall apply only to members of the Board of Directors elected by Class One members. Class Two members shall, within thirty (30) days of the date of the annual meeting of the members of the Association notify the Secretary of the names of the Directors the Class Two members are appointing to the Board of Directors. The Secretary shall, within fifteen (15) days of receiving said notification, notify each member of the appointments by the Class Two members.

3.2. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.3. Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

3.4. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-half of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.5. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.6. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by written consent or by a greater number of directors is required by the Articles of Incorporation or these by-Laws.

3.7. Adjourned meetings. If any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.8. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a director for the purpose of determining a quorum.

3.9. The presiding officer of director's meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.10. The order of business at directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.

5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

3.11. Directors' fees, in excess of Fifty Dollars (50.00) per meeting, shall be determined by the members. The Board of Directors by majority vote may establish Director's fees within the above limitation.

4. Powers and duties of the Board of Directors.

4.1. All of the powers and duties of the Association existing under any Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by members of the Association when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declaration of Covenants and Restrictions for Improvements and Maintenance, the Articles of Incorporation and these By-Laws:

1. To purchase insurance for the protection of the Association and its members.

2. To acquire and enter into agreement whereby it acquires leaseholds, memberships and other possessory or use interests in lands, or facilities whether or not contiguous to the lands described in Exhibit K intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and to declare expenses in connection therewith to be subject to assessment to the members.

3. To pay all costs of power, gas, water, sewer and other utility services rendered to the unit owners and not billed to the owners of the separate condominium parcels.

4. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, Declaration of Covenants and Restrictions for Improvement and Maintenance and the regulations hereinafter promulgated governing use of the Association's properties.

5. 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.

6. 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 extraordinary expenditures as may be deemed appropriate by the Board of Directors.

4.2. The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first board of directors, duly elected by the membership after the Class Two members have relinquished control of the Association, notwithstanding the fact that members of the initial board of directors may be directors or officers of, or otherwise associated with Deer Creek Development Corporation or other entities doing business with the Association.

5. Executive officers.

5.1. The executive officers of the corporation shall be a President, who shall be a director, a Vice-President, who shall be a director; a Treasurer; a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

5.3. The Vice-President shall in the absence or disability of the President, exercise the powers and perform the duties of the president. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required

by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors of the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees in excess of Fifty (\$50.00) Dollars shall be determined by the members and shall not preclude the board of directors from employing a director as an employee of the Association, nor preclude the contracting with a director.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include but not be limited to the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

5. The Board of Directors shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2. Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for account and reserves including but not limited to the following, according to good accounting practices:

1. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed \$5,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$5,000.00 shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association.

5. Copies of the budget and proposed assessments shall be available to each member on or before December 15, preceding the year for which the budget is made and shall be filed in the office of the Association.

6.3. Assessments for Common Expenses. Assessments against

the condominium parcel owners for their share of the common expenses shall be made for the calendar year annually in advance on or before December 20 preceeding the year for which the assessments are made. Such assessments shall be due in one (1) annual installment on the tenth day of January of the year for which the assessment is made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The annual assessment for Class Two members shall be One Hundred Dollars (\$100.00) annually. No other assessment shall be the obligation of a Class Two member.

6.4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.5. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year which the audit is made.

6.6. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.7 The termination of membership in the Association shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the Association during the period of membership, or impair any rights or remedies which the Association may have against such former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

7. Rules and Regulations.

7.1. The board of directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of any facilities or services made available to the condominium parcel owners. The board of directors shall, from time to time, post in a conspicuous place on the condominium properties, a copy of the rules and regulations adopted from time to time by the board of directors.

8. Registers.

8.1. The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

9. Amendments.

9.1. Notice of the subject matter of a proposed amendment shall be including in the notice of any meeting at which a proposed amendment is considered.

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

1. Not less than seventy-five (75%) percent of the entire membership of the board of directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

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

9.4. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recording in the public Records of Broward County, Florida.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meeting when not in conflict with the Declaration of Covenants and Restrictions for Improvement and Maintenance, the Declaration of Condominium, Articles of Incorporation or these By-Laws.

11. Committees.

11.1. The Standing Committes of the Association shall be:

The Nominating Committee(s)
The Maintenance Committee
The Architectural Control Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors. The committees (except the Architectural Control Committee) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems desirable.

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

11.3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties subject to the Declaration of Covenants and Restrictions for Improvement and Maintenance and the Articles of Incorporation of Deer Creek Improvement Association, Inc., and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

11.4. The Architectural Control Committee shall be appointed by the Class Two members and shall have the duties and functions provided in the Declaration of Covenants and Restrictions for Improvement and Maintenance and the Articles of Incorporation of Deer Creek Improvement Association, Inc. A party aggrieved by a decision of the Architectural Control Committee 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 Committee shall in all events be final.

11.5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the Architectural Control Committee) shall have the power to appoint sub-committees from among their membership and may delegate to any such sub-committees any powers, duties, and functions.

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


12. Miscellaneous.

12.1. Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

12.2. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Articles of Incorporation or the Declaration of Covenants and Restrictions for Improvement and Maintenance, the provisions of the Declaration of Covenants and Restrictions for Improvement and Maintenance shall prevail.

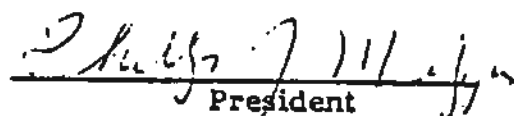
12.3. Corporation and Association are used synonymously.

The foregoing was adopted as the By-Laws of DEER CREEK IMPROVEMENT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 6 day of May, 1974.


Assistant Secretary

(Corporate Seal)

Approved:


President

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REC. 7830

CERTIFICATE OF AMENDMENT
OF
BY-LAWS
OF
DEER CREEK IMPROVEMENT ASSOCIATION, INC.

CERTIFICATE OF AMENOMENT

77-186567

OF

BY-LAWS

OF

DEER CREEK IMPROVEMENT ASSOCIATION, INC.
a corporation not for profit

WE, the undersigned, President and Secretary respectively of DEER CREEK IMPROVEMENT ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, hereby certify as follows:

1. That at a special meeting of the Board of Directors of said corporation held on the 4th day of August, 1977, the Board of Directors, by a vote in excess of Seventy-Five percent (75%) of its entire membership, approved the Amendment to the By-Laws as contained herein and further resolved that said Amendment be presented to the members of the Corporation for their action.

2. That at a special meeting of the members of said corporation held on the 4th day of August, 1977, the proposed Amendment to the By-Laws contained herein was approved by a vote in excess of Seventy-Five percent (75%) of the entire membership of the DEER CREEK IMPROVEMENT ASSOCIATION, INC.

3. The recommended Resolution and Amendment to the Board of Directors, the same being the Amendment approved by the members of the Corporation is as follows:

A. Paragraph 1.1 is hereby deleted in its entirety, and in lieu thereof it is replaced by the following:

1.1. Definitions. Notwithstanding anything contained in these By-Laws, the Articles of Incorporation of the DEER CREEK IMPROVEMENT ASSOCIATION, INC., or any Declarations of Covenants and Restrictions for Improvement and Maintenance (or similar documentation) affecting lands submitted to the jurisdiction of this Association, the following terms used in these By-Laws, the Articles of Incorporation of the Association and the Declarations of Covenants and Restrictions for Improvement and Maintenance (or similar documentation) shall have the meanings stated as follows:

(a) Unit, Condominium Parcel, and Residential Condominium Parcel. All of these terms shall be used interchangeably and have the same meaning in all instances. These terms refer to, and shall mean, any living unit which is designed for and intended to be used by a

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single family. These terms shall include, but not be limited to, condominium units (portion of condominium subject to private ownership), single-family homes, rental apartment units, townhouses, patio homes, cluster homes, and villas. It is intended that each of these terms refers to a living unit irrespective of whether that living unit is within a building containing more than one Unit and also irrespective of the method of ownership or basis of occupancy (e.g. rental) of said living unit.

(b) Unit Owner and Condominium Parcel Owner. Any Owner of a Unit as that term is defined in Paragraph (a) above.

(c) Condominium Association. Where appropriate to adapt to the change of the definition of Unit to include living quarters other than Condominium Units or Parcels, Condominium Association shall be expanded to include the applicable association which is appropriate for the context (for example a homeowner's association or a property owner's association).

(d) Declaration of Condominium. Where appropriate to adapt to the change of the definition of Unit to include living quarters other than Condominium Units or Parcels, Declaration of Condominium shall be expanded to include the applicable Declaration of Covenants and Restrictions or any similar documentation.

B. Paragraph 2.1 is hereby deleted in its entirety, and in lieu thereof it is replaced by the following:

2.1 Qualification. The members of DEER CREEK IMPROVEMENT ASSOCIATION, INC. shall consist of all Unit Owners of Units located within the area described in Exhibit "K" attached to the Articles of Incorporation and is also within a portion of land which has had a Declaration of Covenants and Restrictions for Maintenance and Improvement (or similar documentation) filed and recorded in the Public Records of Broward County, Florida, submitting said land to the jurisdiction of DEER CREEK IMPROVEMENT ASSOCIATION, INC. Further, membership of a Unit (and its Unit Owner) shall initially become effective when said Unit has been fully constructed and a Certificate of Occupancy, issued by the proper governmental authority, has been issued for that particular Unit and on said date of issuance of the Certificate of Occupancy the then Owner of the Unit will automatically be a Member of this Association. In addition, Deer Creek Development Corporation, a Florida corporation, its successors and assigns, and Phillip J. Metzger, his heirs, successors and assigns, shall also be considered members as further described in the Articles of Incorporation.

C. Paragraph 2.6 is hereby deleted in its entirety, and in lieu thereof it is replaced by the following:

2.6 Proxies. Votes may be cast in person or by proxy. A Class One Member shall represent himself, or may authorize by proxy the condominium association, homeowner's association, or property owner's association in which he is a Member, or any other Member of DEER CREEK IMPROVEMENT ASSOCIATION, INC., to act on his behalf, in all meetings or other activities which a Member of DEER CREEK IMPROVEMENT ASSOCIATION, INC., is entitled to attend. A Class Two Member shall represent himself, or may authorize by proxy any person to act on his behalf. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the Meeting, or any adjournment thereof.

D. Paragraph 9.2 Sub-Paragraphs 1. and 2. are hereby amended by restating both Sub-Paragraphs and adding Sub-Paragraph 3. (the Introductory Paragraph of said Paragraph 9.2 remains in full force and effect as originally stated):

1. Not less than Seventy-Five percent (75%) of the entire membership of the Board of Directors and by not less than Seventy-Five percent (75%) of the votes of the entire membership of the Association; or

2. By not less than Eighty percent (80%) of the votes of the entire membership of the Association; or

3. Until the Class One Members elect the entire Board of Directors, by a majority of the Board of Directors, provided the Amendment does not increase the maximum per Unit assessment provisions (which maximums may only be increased as contained in Article VI of the Articles of Incorporation) and also provided that the Amendment does not change the voting rights as stated in the Articles of Incorporation and these By-Laws.

IN WITNESS WHEREOF, said corporation has caused its corporate seal to be affixed hereto and this Certificate of Amendment to be signed by Phillip J. Metzger, as President, and Thomas J. Metzger as Secretary, this 4th day of August, 1977.

WITNESSES:

DEER CREEK IMPROVEMENT ASSOCIATION, INC.
a corporation not for profit

James T. Elliott
James T. Elliott

By:

Phillip J. Metzger
PHILLIP J. METZGER, President

ATTEST:

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. B. LAUTH
COUNTY ADMINISTRATOR

By:

Thomas J. Metzger
THOMAS J. METZGER, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements, personally appeared PHILLIP J. METZGER and THOMAS J. METZGER, as President and Secretary, respectively, of DEER CREEK IMPROVEMENT ASSOCIATION, INC., a corporation not for profit, who, after first being duly sworn, state that they have executed the foregoing Certificate of Amendment on behalf of the said corporation and that said statements contained therein are true and correct.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 4th day of August, 1977.

James T. Elliott
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

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FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
DEER CREEK

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF DEER CREEK, made this 19th day of October, 1979, by D.C. PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant".

P R E A M B L E

On the 11th day of August, 1978, Declarant executed a Declaration of Covenants and Restrictions of Deer Creek (the "Declaration"), which Declaration is recorded in Official Records Book 7830, Page 307, of the Public Records of Broward County, Florida. In Article XII of the Declaration, Declarant reserved the right to amend the Declaration without the consent of the Association, its members, or any Owner, so long as the Declarant owns any interest in any portion of the SUBJECT PROPERTY described in the Declaration either as an Owner or mortgagee.

Declarant, as of this date, owns an interest in portions of the SUBJECT PROPERTY described in the Declaration, both as an Owner and as a mortgagee. Accordingly, Declarant has the right to unilaterally amend the Declaration, and desires to do so.

NOW, THEREFORE, Declarant hereby amends Article XII of the Declaration, by eliminating the present Article XII and substituting therefor the following as the provisions of Article XII:

ARTICLE XII

AMENDMENT

1. This Declaration may be amended from time to time as follows:

A. By the Declarant and without the consent of the Association, its members or any Owner, so long as the Declarant has any interest in any portion of the SUBJECT PROPERTY, either as an Owner, or mortgagee, provided, however, that declarant shall not have the right to unilaterally amend this Declaration to eliminate the right of the Association to assess any Property as provided in this Declaration, to reduce the number of assessment units which would otherwise be attributable to any Property, to reduce the amount of assessments payable by any Owner including Declarant, or to reduce or eliminate Assessments payable by Declarant pursuant to Article V of this Declaration.

B. Upon the approval of (1) not less than seventy-five (75%) percent of the entire Membership of the Association and the Board, or (2) not less than eighty (80%) percent of the entire Membership of the Association, provided, however, that any such amendment in order to be effective

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must first be approved in writing and signed by the Declarant so long as the Declarant owns any interest in any portion of the SUBJECT PROPERTY, either as an Owner or Mortgagee.

2. In order to be effective, any amendment to this Declaration must first be recorded amongst the Public Records of Broward County, Florida.

3. Notwithstanding the foregoing, no amendment may be made which would adversely affect the rights and priorities specifically granted to any Institutional Lender pursuant to any of the provisions of this Declaration, without first obtaining the written consent to such amendment by all Institutional Lenders holding a mortgage encumbering any portion of the SUBJECT PROPERTY.

IN WITNESS WHEREOF, D.C. PROPERTIES, INC., a Florida corporation, being the Declarant herein, has hereunto set its hand and seal, this 19th day of October, 1979.

WITNESSES:

Helen G. Pinner
Mary Ann Pender

D.C. PROPERTIES, INC.
a Florida corporation

By: Dennis Murphy
DENNIS MURPHY, President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

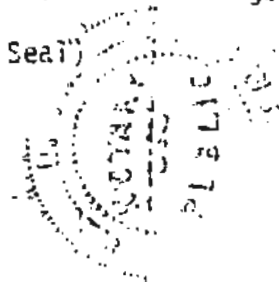
The foregoing First Amendment to Declaration of Covenants and Restrictions of Deer Creek was acknowledged before me this 19th day of October, 1979, by DENNIS MURPHY, President of D.C. Properties, Inc., a Florida corporation, the Declarant herein, on behalf of said corporation.

Sadona R. Intemann
NOTARY PUBLIC, State of Florida at Large

My Commission expires:

(Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA
2000 Lake ...



OFF 8602 PAGE 646

THIS INSTRUMENT PREPARED BY:

ERIC A. SIMON, ESQUIRE
Goldberg, Young, Goldberg & Borkson, P.A.
2001 East Commercial Boulevard
Fort Lauderdale, Florida 33301
Tel: (305) 771-0810

RECORDED IN THE OFFICIAL RECORDS OF
BROWARD COUNTY, FLORIDA
OFFICIAL W. ...

80-101701

SECOND AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS
OF DEER CREEK

THIS SECOND AMENDMENT to Declaration of Covenants and Restrictions of Deer Creek, made this 4th day of March, 1980, by D. C. PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant".

P R E A M B L E

On the 11th day of August, 1978, Declarant executed a Declaration of Covenants and Restrictions of Deer Creek (the "Declaration"), which Declaration is recorded in Official Records Book 7830, Page 307, of the Public Records of Broward County, Florida. In Article XII of the Declaration, Declarant reserved the right to amend the Declaration without the consent of the Association, its members, or any owner, so long as Declarant owns any interest in any portion of the SUBJECT PROPERTY described in the Declaration, either as an Owner or a Mortgagee.

Declarant, as of this date, owns an interest in portions of the SUBJECT PROPERTY described in the Declaration, both as an Owner and as a Mortgagee. Accordingly, Declarant has the right to unilaterally amend the Declaration, and desires to do so. The purpose of this amendment is to add lands to the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration by adding thereto the lands described in Exhibit "A" attached hereto and made a part hereof, and Exhibit "A" of the Declaration is hereby amended by adding thereto the property described in Exhibit "A" attached hereto. Henceforth, the lands described in Exhibit "A" attached hereto shall be subject to the Declaration in all respects, and the terms "SUBJECT PROPERTY" and "Property" as used in the Declaration shall include the property described in Exhibit "A" of the Declaration and Exhibit "A" of this Amendment.

FILE 8828 PAGE 244

RECORDED TO: 22
Goldberg, Young, Goldberg & Borkson, P.A.
2881 E. Commercial Boulevard
Fort Lauderdale, Florida 33308

WITNESSES:

Mary Ann Rader
Barth J. Harper

By

~~DENNIS MURPHY, PRESIDENT~~

The foregoing Second Amendment to Declaration of Covenants and Restrictions of Deer Creek was acknowledged before me this 14th day of March, 1980, by DENNIS MURPHY, President of D. C. Properties, Inc., a Florida corporation, the Declarant herein, on behalf of said corporation.

Mary Ann Penley
Notary Public, State of Florida at Large

My Commission Expires: - - - - (Notary Seal)

THIS INSTRUMENT PREPARED BY: ERIC A. SIMON
GOLDBERG, YOUNG, GOLDBERG & BORKSON, P.A.
2881 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FLORIDA 33308

118828 PAGE 245

EXHIBIT "A" TO
SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND
RESTRICTIONS OF DEER CREEK

LEGAL DESCRIPTION OF
PROPERTY ADDED TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS OF DEER CREEK

Certain property located in Deerfield Beach, Broward County, Florida and
legally described as follows:

A portion of the North 1/2 of Government Lot 1, Section 3,
Township 48 South, Range 42 East, Broward County, Florida,
being more particularly described as follows:

Commencing at the N.E. corner of said Government Lot 1;
thence S 88° 57' 24" W, along the North line of said Govern-
ment Lot 1, a distance of 765.85 feet to the Point of Begin-
ning; thence continue S 88° 57' 24" W, along the North
line of said Government Lot 1, a distance of 263.67 feet to
a point on the East line of the West 300.00 feet of said
Government Lot 1; thence S 1° 13' 06" W, along said East
line, a distance of 536.59 feet; thence N 88° 41' 59" E,
parallel with and 333.34 feet North of the South line of
the North 1/2 of said Government Lot 1, a distance of 263.67
feet; thence N 1° 13' 06" W, a distance of 535.41 feet to
the Point of Beginning.

AND

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

A parcel of land in Section 34, Township 47 South, Range
42 East, Broward County, Florida, more particularly described
as follows:

COMMENCE at the Southwest corner of the said Section 34;
thence Northerly along the West line of the said Section 34,
a distance of 691.50 feet; thence Easterly, on an exterior
angle (N.E. quadrant) of 95° 12' 26", 33.14 feet to the
Point of Beginning of this description; thence continue
Easterly along the last described course 1121.55 feet;
thence Northerly on an interior angle (N.W. quadrant) of
84° 47' 34", 390.00 feet; thence Westerly on an interior
angle (S.W. quadrant) of 95° 12' 26", 1121.55 feet; thence
Southerly, on an included angle (S.E. quadrant) of 84°
47' 34", 390.00 feet to the Point of Beginning.

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EAS:ld(g)
05/01/81(2)

THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
DEER CREEK

This Third Amendment to Declaration of Covenants and Restrictions of Deer Creek is made this 19th day of May, 1981, by D.C. PROPERTIES, INC., a Florida corporation, hereinafter referred to as "DECLARANT."

P R E A M B L E

On the 11th day of August, 1978, DECLARANT executed a Declaration of Covenants and Restrictions of Deer Creek (the "DECLARATION"), which DECLARATION is recorded in Official Records Book 7830, Page 307, of the Public Records of Broward County, Florida. The DECLARATION was previously amended by the First Amendment to Declaration of Covenants and Restrictions of Deer Creek, recorded in Official Records Book 8602, Page 645, of the Public Records of Broward County, Florida, and by the Second Amendment to Declaration of Covenants and Restrictions of Deer Creek, recorded in Official Records Book 8828, Page 244, of the Public Records of Broward County, Florida.

Article XII of the DECLARATION, as amended, gives DECLARANT the right to amend the DECLARATION without the consent of the Association, its members, or any owner, so long as DECLARANT owns any interest in any portion of the Subject Property described in the DECLARATION, either as an owner or a mortgagee, with certain exceptions not here relevant.

DECLARANT, as of this date, owns an interest in portions of the Subject Property described in the DECLARATION, both as an owner and as a mortgagee. Accordingly, DECLARANT has the right to unilaterally amend the DECLARATION, and desires to do so.

NOW, THEREFORE, DECLARANT hereby amends Article IX, Paragraph 6, of the DECLARATION, by eliminating the present Article IX, Paragraph 6, and substituting therefor the following as the provisions of Article IX, Paragraph 6:

6. No sign, advertisement, notice, lettering or descriptive design shall be placed, posted, displayed, inscribed or affixed to

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the exterior of any Unit, or upon any Property, or so as to be visible from the exterior of any Unit, without the written consent of the Association. However, in connection with the offering of any Unit for sale, while a Unit Owner or his agent is in the Unit and the Unit is in fact open for inspection to potential purchasers, a Unit Owner or his agent may place one customary and usual "Open House" sign outside of his Unit, which may contain only the words "Open" or "Open House" and, where necessary to identify the Unit being sold, the address of his Unit. Furthermore, this restriction will not apply with respect to reasonable signs used by a developer or builder developing or selling Units for sale to the public in the ordinary course of business. The Association shall have the right to remove any sign, advertisement, notice, lettering or descriptive design which is not approved by the Association or otherwise authorized hereunder.

IN WITNESS WHEREOF, D.C. PROPERTIES, INC., a Florida corporation, being the DECLARANT herein, has hereunto set its hand and seal, this 19th day of

May, 1981.
 WITNESSES
[Signature]
Mary Ann Pender

D.C. PROPERTIES, a Florida corporation

By:

[Signature]
Laurence A. Mullins
 Vice President

STATE OF FLORIDA)
) SS:
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of May, 1981, by Laurence A. Mullins, as Vice President of D.C. PROPERTIES, a Florida corporation, on behalf of the corporation.

Mary Ann Pender
 Notary Public, State of Florida at Large

My Commission expires NOV 25 1983 (Notary Seal)
 NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 BOND'D THRU GENERAL INS. UNDERWRITERS

APPROVAL OF DEER CREEK IMPROVEMENT ASSOCIATION, INC.

LAURENCE A. MULLINS, being the President of the Deer Creek Improvement Association, Inc., hereby certifies that on the 19th day of May, 1981, the foregoing Third Amendment to Declaration of Covenants and Restrictions of Deer Creek was unanimously approved by the Board of Directors of the Deer Creek Improvement Association, Inc. at a meeting of that Association.

[Signature]
Laurence A. Mullins
 LAURENCE A. MULLINS, President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of May, 1981, by LAURENCE A. MULLINS, as President of DEER CREEK IMPROVEMENT ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

Mary Ann Bender
Notary Public, State of Florida at large
(Notary Seal)



My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 25 1983
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA
ON 11/11/81
BY 11111

This instrument prepared by:

ERIC A. SIMON, ESQ.
Goldberg, Young, Goldberg & Borkson, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308
(305) 771-8550

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