

This instrument was prepared by:
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1200 Park Central Boulevard South
Pompano Beach, Florida 33064

CERTIFICATE OF RECORDING
AMENDMENTS TO THE REVITALIZED AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS FOR MAINLANDS OF TAMARAC LAKES, FOUR SECTION AND
MAINLANDS TAMARAC LAKES, FOUR-A AND FOUR-B SECTION
AND
AMENDED BY-LAWS OF
MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Revitalized Amended and Restated Declaration of Restrictions and the Amended By-Laws of Mainlands Section Four Civic and Recreation Association, Inc., as an exhibit to the Revitalized Amended and Restated Declaration, as recorded in the Public Records of Broward County, Florida under Instrument # 113185347 and previously recorded in Official Records Book 3705, at Page 178, and Official Records Book 46907, Page 272 of the Public Records of Broward County, Florida, respectively, were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 3rd day of January 2019, at Pompano Beach, Broward County, Florida.

WITNESS 1:

Jennifer Grant
(Sign)
Jennifer Grant
(Print)

By: Cynthia Baker
(President)
Print: Cynthia Baker
Attest: Ruby James
(Secretary)
Print: Ruby James

WITNESS 2:

[Signature]
(Sign)
[Print Name]
(Print)

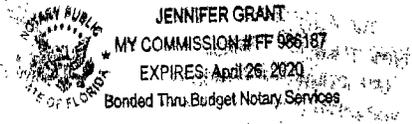
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of January, 2018, by Cynthia Baker as President and Ruby James Secretary of Mainlands Section Four Civic and Recreation Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced Florida Drivers License as identification.

NOTARY PUBLIC:

My Commission Expires: 4/26/20

Signature: Jennifer Grant
Printed Name: Jennifer Grant
State of Florida at Large



AMENDMENTS
TO THE REVITALIZED AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS RELATING TO:
MAINLANDS OF TAMARAC LAKES, FOUR SECTION
AND
MAINLANDS TAMARAC LAKES, FOUR-A AND FOUR-B SECTION

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

...

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration of Restrictions, shall have the following meaning:

Section 1. "Association" - Shall mean and refer to MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC., a Florida Corporation not-for-profit governed by Chapter 720 of the Florida Statutes, as it may be amended from time to time. The ASSOCIATION is responsible for the operation of the community in which the voting membership is made up of parcel owners, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel.

...

Section 6. "Assessment", means a sum or sums of money required for the payment of common expenses which shall be payable to MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC. by the owner(s) of one or more parcels as authorized by the governing documents and/or Applicable Law, which if not paid by the owner of the parcel, can result in a lien against the parcel.

Section 7. "Declaration of Restrictions" or "Declaration of Covenants" or "Declaration", means this recorded written instrument in the nature of covenants running with the land which subjects the land comprising the community to the jurisdiction and control of the "MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC." in which the owners of the parcels must be members.

Section 8. "Governing documents", means:

(A) The recorded Declaration of Restrictions, and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and

(B) The Articles of Incorporation and By-Laws (herein sometimes referred to as "the Bylaws") of MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC., and any duly adopted amendments thereto; and

(C) Such Rules and Regulations as are duly adopted by the Officers and Directors of the Board under the authority of the recorded Declaration, Articles of Incorporation, or Bylaws and duly adopted amendments thereto.

Section 9. “Individual Special Assessment” - shall mean and refer to a special assessment that the Association may levy and collect against an owner and his or her lot, which represents the expense incurred by the Association for specific purposes of a nonrecurring nature for which that owner is solely responsible to reimburse the Association.

Section 10. “Membership” – all record–title owners of lots within MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC., shall be Members of the Association. Membership as to each lot shall be established, and transferred, as provided by the Articles of Incorporation and the Bylaws for the Association.

Section 11. “Common expenses” – shall mean and refer to the expenses for which the owners are liable to the Association, as set forth in the Florida Statutes, as it may be amended from time to time, and shall also include such other expenses as the Board may determine from time to time, to be reasonably necessary for the operation, management, maintenance, repair or replacement of common areas or Association property and/or to protect, preserve and maintain property values and the overall health, safety and welfare of the owners consistent with the requirements of the Association set forth herein.

Section 12. “Applicable Law” - this Declaration of Restrictions shall be subject to Chapter 720, Florida Statutes, as it may be amended from time to time.

Section 13. “Immediate Family” is defined as a spouse/domestic partner of the owner and the parents, children, grandparents, brother, sister, and grandchildren of the owner(s) and/or the owner(s)’ spouse or domestic partner.

ARTICLE II. RESIDENTIAL USE

All residential lots are restricted as to the use of a single family residencees, its household, invitees and guests. For purposes of this Section, “single family” shall include the spouse, domestic partner, significant other, parents, brothers, sisters, children and grandchildren permanently occupying the lot with the approved owner, lessee or other permitted occupant. The Board may authorize temporary occupancy of a lot by persons in addition to those set forth above. The Board may, adopt rules and regulations to define what constitutes temporary or permanent occupancy of a lot. All occupants are subject to the age requirement set forth in Article III. No individual room of a lot may be leased. Only one residence building may be built on each lot.

No manufacturing, commercial enterprise, business or commercial activity of any kind, or practice of any profession, trade shall be conducted or maintained within or upon any residential lot or dwelling except as pertains to an “in home business” that does not otherwise violate this Section, but for which an occupational license from the City and County may be required. For purposes of this Section, the following conduct shall not be considered “business or commercial activity”: a) conduct that is not apparent nor detectable by sight, sound or smell from outside the lot; b) conduct that does not involve trade/commercial/organizational vehicles being parked in a visible location in the Community; c) conduct that conforms to all zoning requirements for the Community and applicable

City ordinances; d) conduct that does not involve high volume traffic to and from the home by non-resident persons for what appears to the Board to be business related, as determined by the Board, nor door-to-door solicitations of the residents; and/or, e) conduct that is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents in the Community. Whether any particular conduct or activity violates or complies with any of the foregoing requirements set forth in this Section shall be determined by the Board. This provision shall not apply to Association-owned lots. No business or activity that involves providing child care services of any kind involving underage children unrelated to the owner or any resident of the lot, regardless of whether consideration is paid for such service, may be operated in the Community at any time. Whether any particular activity involving the care of children violates this provision shall be determined by the Board. No business, activity, or practice that includes gatherings inside the home of individuals other than the household unit, involving high volume traffic and parking of vehicles outside the home or creates a nuisance to other residents shall be permitted. Whether such activity or practice involves high volume traffic or creates a nuisance shall be determined by the Board, whose determination shall be final.

No immoral, improper, offensive or unlawful use shall be made of the common areas or any property operated by the Association nor any part of it, and all owners, invitees, family members, guests, tenants shall abide by all laws, and city and county ordinances and regulations.

Occupancy of any residence shall be limited to a maximum of 4 approved permanent residents as set forth elsewhere herein.

ARTICLE III. AGE LIMIT ON RESIDENTS

In recognition of the fact that the homes within MAINLANDS SECTION FOUR have been designed primarily for the comfort and convenience of older persons, the use of all lots is hereby limited to having at least one occupant who is at least 55 years of age or older in each home. No children under the age of 18 shall be permitted to reside within MAINLANDS SECTION FOUR except that children may visit the lot for a period not to exceed a total of thirty (30) days in a calendar year, in the aggregate. Visitation of any child for any portion of a day or night shall be counted as a whole day of visitation and is subject to the maximum thirty (30) day limit per calendar year, in the aggregate, as set forth herein. This includes child care of grandchildren.

ARTICLE IV. SALE, LEASES AND OTHER TRANSFERS

Transfers Subject to Approval. In order to secure a community of congenial and financially responsible residents and for the protection of the value of the lots, the sale, leasing or any other conveyance of a lot or any interest therein by any lot owner shall be subject to the following provisions:

A. Sales, Leases and Other Transfers. Except as provided herein, no lot owner may dispose of a lot or any interest therein by sale, lease or other transfer of title, which includes, but is not limited to, a transfer via Quit-Claim Deed, devise, or inheritance without the prior written approval of the Board of Directors of the Association. If the purchaser is a corporation or other business entity, the approval may be conditioned as provided hereunder. The approval of the Association shall be obtained as follows:

B. Notice to Association:

1. Procedure.

(a) A lot owner intending to make a bona fide sale, lease or other transfer of title of his or her lot or any interest therein, shall provide notice to the Board of such intention in writing.

(b) Once a fully executed contract for sale or lease containing the name and address of the proposed purchaser or lessee, or a written notification of a transfer of title containing the name and address of the proposed grantee, has been provided to the Board, the appropriate application will be provided to the purchaser, lessee, grantee or their respective representatives, to be completed and submitted to the Board along with such other information as the Association may require, as defined by the Board from time to time, which may include a criminal/credit/background investigation, and personal interview with the prospective purchaser, lessee or grantee at the discretion of the Board.

(c) In addition, the Board may require the payment of a transfer fee in such amount as may be determined by the Board, from time to time, not to exceed the highest amount allowed under the law, as it may be amended from time to time. Such transfer fee, if not paid, shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder. If the Board requires a transfer fee and/or an interview, no application shall be considered complete without the payment of the transfer fee and/or the interview, if required, as well as the delivery of such other information as may be required by the Board. The Board may promulgate additional Rules and Regulations from time to time regarding restrictions pertaining to the transfers of lots.

C. Election of Association:

1. Sale. Within thirty (30) days after receipt of the notice of a prospective sale, completed application, and all such other information as the Board may require, unless the transaction is disapproved for cause as set forth in hereunder, the Board must approve the transaction or disapprove and furnish a purchaser approved by the Board (which may be the Association), who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of the approval within which to close the transaction unless some other time is agreed to by the parties. In the event the Association does not furnish a purchaser approved by the Board who will accept the terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, completed application, and any required supplemental information, or such purchaser fails to close the transaction in the time frame provided herein, the seller shall be free to sell his or her lot to the proposed purchaser, and the Association shall provide the original purchaser of the sale with an approval.

2. Leases. Within thirty (30) days after receipt of notice of a prospective lease, completed application and other supplemental information required by the Board, the Association must approve or disapprove the transaction. If the Board disapproves a proposed lease, the lease shall not be made. Any lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board.

3. Other Transfers. If the notice is of an intended gift or other transfer of title, then, within thirty (30) days after receipt of notice, completed application and other supplemental information required by the Association, the Association must either approved or disapprove the prospective recipient of title. Any attempted transfer of title to a party not approved by the Board shall be void. If the prospective recipient of title is disapproved, the Board shall deliver or mail to the owner an agreement signed by a purchaser approved by the Board, which purchaser may be the Association, and obligating the purchaser to buy the lot upon the terms hereafter stated. The owner shall be obligated to sell the lot to the purchaser upon the following terms:

(a) The sale price shall be the fair market value, determined by agreement between the seller and the purchaser, within sixty (60) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that arbitrators shall be (2) M.A.I. and/or S.R.A. Appraisers, one (1) appointed by the seller and one (1) appointed by purchaser, who shall base their determination upon an average of their appraisals of the unit. The time to close shall be extended pending valuation. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. In any action for specific performance, the prevailing party shall be entitled to receive reasonable attorneys' fees and court costs incurred.

(b) The purchase price shall be paid in cash or upon the terms approved by the seller.

(c) The sale shall be closed within thirty (30) days following the determination of the sale price or such other time as is agreed upon by the parties.

(d) If the Association fails to provide a purchaser in the manner provided, or if a purchaser furnished by the Association defaults in his or her agreement to purchase, then, notwithstanding the disapproval, the ownership shall be deemed to have been approved.

D. Exceptions. The provisions of this Article shall not apply to:

1. A transfer to or purchase by an institutional lender, including a bank, life insurance company, or savings and loan association, that acquires title as a result of owning a mortgage on the lot concerned, whether the title is acquired by deed, in lieu of foreclosure from the mortgagor, the mortgagor's successor or assigns, or through foreclosure proceedings resulting in a judicial sale. Any sale or lease by such purchaser shall be subject to the notification requirements and prior written approval of the Board as provided in the foregoing provisions.

2. A transfer to a purchaser who acquires title to a lot at a duly advertised public sale with open bidding that is provided by law, such as an execution sale, foreclosure sale, judicial sale, or tax sale. Any sale or lease by such purchaser shall be subject to the notification requirements and prior written approval of the Board as provided in the foregoing provisions.

3. Lots owned by the Association, regardless of how the Association acquires title to the lot.

E. Good Cause for Disapproval of Applications for Sale, Lease, and Other Transfers:

Notwithstanding anything to the contrary contained in this Declaration, the Board or the New Residency Committee, if one is established, may disapprove a proposed sale, lease or transfer of a lot based on the presence of any good cause factor set forth in the Declaration, as it may be amended from time to time, or adopted by Rule, from time to time, with the approval of not less than a majority of the Members of the Association present at a meeting at which a quorum has been attained. The Board or the New Residency Committee shall have the discretion to make the determination as to whether any one factor alone or together with other factors provides sufficient basis to disapprove an applicant. Except to the extent required by relevant law, the Board or the New Residency Committee is not required to provide the specific reasons for the disapproval, nor shall the Association be obligated, in that instance, to exercise its right of first refusal by furnishing a proposed purchaser who will accept the same terms as originally stated in the notice to the Association.

1. The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has pled guilty to any such felonies and the person was not acquitted or the charges were not dropped. In determining whether to disapprove a sale application based on this factor, the Board or the New Residency Committee shall consider the nature, severity and recency of the applicant's criminal conduct subject to the conviction or guilty plea, on a case-by-case basis;

2. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association, or has a credit score below 700 for sales and 650 for leases, or such other minimum threshold established from time to time by not less than a majority of the Members of the Association present at a meeting at which a quorum has been attained. To ensure the availability of sufficient funds for the operation and management of the Association, economic criteria shall be a factor in whether an applicant qualifies for ownership or residency. From time to time, the Board may establish additional economic criteria of all applicants for what will be reasonably designed to address the financial capability of a prospective applicant to meet the financial obligations of the Association, including, without limitation, access to and availability of sufficient funding to meet the ongoing maintenance assessments, and special assessment obligations, as same may arise from time to time. Failure to meet such criteria, as determined by the Board, shall be a basis for the disapproval of applicant(s) as a failure to qualify hereunder. The availability of a mortgage to fund the proposed purchase is not conclusive of financial capacity unless the interest of the Association is made superior to any such claims by way of a subordination agreement;

3. The application for approval provides information which, on its face, indicates that the person seeking approval will likely, in the determination of the Board or New Residency Committee, conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Community. By way of example, but not limitation, the failure of at least one (1) permanent occupant of the lot to be at least fifty-five (55) years old at the time of closing on the sale/purchase of the lot shall constitute a presumption that the conduct of the applicant is inconsistent with applicable restrictions;

4. The person seeking approval failed to provide all of the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;

5. The Lot owner requesting the approval has had fines levied against him or her which have not been paid;

6. All assessments and other charges against the lot have not been paid in full; and/or

7. The owner requesting the approval has failed to correct any violation of the Declaration of Restrictions, Articles of Incorporation, Bylaws, or Association Rules and Regulations within the time frame specified by the Board in a written notice to the owner.

8. Any changes to the good cause criteria set forth in Article IV, Section E hereof and/or minimum credit score requirements set forth herein shall require the approval of not less than a majority of the Members of the Association present at a meeting at which a quorum has been attained.

F. Failure to follow the provisions of this Article shall result in the sale, lease or transfer being void unless subsequently approved by the Board. Any costs or expenses, including, but not limited to, attorneys' fees incurred by the Association in enforcing any provision of this Article, regardless of whether litigation is necessary, shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder.

G. Trusts. If the purchaser, lessee or grantee is a trust, the approval may be conditioned upon the approval of the trustee and/or those individuals who will be the occupants of the lot. Any subsequent changes to the trust documents relative to the trustee or beneficiary of a trust or concerning the individuals that will be occupying the lot owned by a trust after the initial approval, are also subject to the prior written approval of the Board as provided in the process set forth hereunder.

H. Investors. Except as otherwise provided in the Declaration, as of the effective date of this amendment, no corporation, partnership, limited partnership, limited liability company, limited liability partnership or any other business entity ("Investor") may own a lot within the Community, except for the limited purpose of renovating the lot and reselling it, which sale must be achieved within six (6) months of acquiring title to the unit. If a lot cannot be renovated and/or resold within six (6) months of acquisition of title, the Investor must notify the Board in writing. If additional time to renovate the lot is needed, the Investor shall request from the Board an extension of time to complete renovations. Any extension of time to complete renovations shall be in writing only. If a request for extension of time is denied or if the Investor, in the discretion of the Board, is not sufficiently solvent to complete renovations, the Investor shall then be required to immediately list the property for sale under the then existing conditions at the fair market value of the property until the lot is sold. Any such lot may not be occupied or leased by the Investor under any circumstances during and after the period that it is being renovated, until sold to an approved qualified third party. This provision shall not apply to the Association or an institutional mortgagee holding a mortgage on a lot that obtains title to a lot pursuant to its foreclosure or deed in lieu of foreclosure, or a revocable living trust, so long as the trustee of the trust and all adult occupants of the lot have been approved by the Board in the manner provided hereunder. This provision shall also not apply to any lot owned by an Investor prior to the effective date of this Declaration of Restrictions.

1. As a condition to approval of any sale of a lot by an Investor, at the time of closing, the Investor shall pay to the Association the amount of six (6) months of maintenance assessments at the then current rate of assessment for the lot, in advance. No transfer of title shall be effective until such "advance assessments" are received by the Association. Failure to pay the

“advance assessments” shall cause the transfer to be void. The advance assessments shall be held in the maintenance operating account in accordance with the procedures set forth herein.

2. At the end of the first six (6) months after acquisition of title, the Association shall have applied the initial payment received and, if needed, the Investor shall pay the Association another six (6) months of advance assessments at the then current rate of assessment for the lot. The Investor shall continue to pay the Association advance assessments in increments of six (6) months until the lot is sold. Any portion of the advance assessments remaining at the time of closing on the lot shall be returned to the Investor, provided no other charges against the lot, including, without limitations, fines, exist at such time.

3. If the Investor fails to pay advance assessments as they come due at any point during its ownership of the lot such assessments shall be delinquent. In such event, the Association may, but shall not be obligated to, pursue collection of any delinquent assessments as provided under this Declaration against the Investor, including lien and foreclosure proceedings.

I. Additional Occupant. An Additional Occupant is any person other than the owner(s), approved tenant(s) and those persons who were approved to permanently reside with them at the time of the submission of the original application for sale, lease or conveyance, who resides with the lot owner(s) or approved tenant(s) more than thirty (30) days in any twelve (12) month period, in the aggregate and does not pay rent. Any Additional Occupant who resides with a lot owner(s) or approved tenant(s) for more than thirty (30) days in any twelve (12) month period, in the aggregate, shall submit, without limitation, an Additional Occupant application and payment of a transfer fee to the Association as set forth in Article IV and be approved by the Board in writing for continued occupancy. An Additional Occupant is required to abide by the Declaration, Articles of Incorporation, Bylaws and Association rules, as may be amended from time to time.

J. Guests.

1. For purposes of this section, “Guests” shall include any person occupying the lot or any portion of the common areas or Association Property, other than the owner(s), approved tenant(s), and those persons who were approved to permanently reside with them at the time of the original application for sale, lease or conveyance.

2. Guests shall be permitted to occupy a lot when the owner is not residence for a maximum of thirty (30) days in any twelve (12) month period, in the aggregate. Any further occupancy of the lot by such individual shall be considered a lease regardless of whether any consideration is paid for such occupancy. In such event, the individual occupant(s) shall be subject to the lease approval process of the Association and the written approval of the Board for continued occupancy, including the submission of a completed application for occupancy and provision of a transfer fee, as well as an interview, if required by the Board. If such occupancy is not approved by the Board, such individual must vacate the lot upon written notice from the Association. If the occupant fails to vacate the lot upon written notice, Association may act as agent of the lot owner and evict the occupant. The costs associated with any action to evict such occupant, including attorney’s fees, will be the personal obligation of the owner and shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder.

3. Notwithstanding the foregoing, an owner may from time to time permit his or her Immediate Family Member(s) to occupy the lot as a Guest(s) in his or her absence for period of

not more than sixty (60) days in any twelve (12) month period in the aggregate without the prior written approval for such occupancy by the Board provided the Board is given prior written notice of such occupancy. Occupancy of a lot by an Immediate Family Member in excess of sixty (60) days, in any twelve (12) month period, in the aggregate, shall be considered a lease, regardless of whether any consideration is paid for such occupancy, and shall be subject to the lease approval process of the Association and the written approval of the Board for continue occupancy. The applicant(s) must meet and comply with all occupancy requirements set forth in this Declaration, including, but not limited to the age requirement as set forth herein, as a condition to further occupancy of the lot.

K. Leases.

1. Only the entire lot may be the subject of a lease. Leases of rooms or any portion of a lot, including, without limitation, driveways, and/or subleasing are prohibited. No lot may be leased more than one (1) time in a twelve (12) month period and no lease is permitted for a term of less than three (3) nor more than twelve (12) months. Transient residency is prohibited. Notwithstanding anything to the contrary contained in this Declaration of Restrictions, no lot may be leased during the first two (2) years following acquisition of title to a lot, including, without limitation, through gift, inheritance or devise. If a lot is being leased upon being purchased by a new owner, that lease may continue for the duration of the existing approved lease term. Upon the expiration or termination of the lease, the lot shall not be leased for a two (2) year period. This Section shall not apply to any lot owned by the Association, regardless of how title to the lot is acquired.

2. Maximum Number of Leased Units: Notwithstanding anything to the contrary set forth herein, and except as expressly provided in this paragraph, not more than ten (10%) percent (26 homes) of the total number of lots not owned by the Association may be leased at any one time. If a proposed lease would result in the total number of lots leased exceeding the maximum permissible number, the Association may disapprove the proposed lease without any further obligation to the owner. The Board shall promulgate rules and regulations from time to time to undertake, but not be limited to, a method of prioritizing lease applications. In the absence of such rules, leasing may be approved on a "first come, first serve" basis. This Section shall not apply to any lot owned by the Association, regardless of how the lot was acquired. Lots owned and leased by the Association shall not be included in the tabulation of the total lots being leased and may be leased at the discretion of the Board without being in violation hereunder. The determination of the Board relative to the priority and/or availability to lease shall be final. All permitted leases must comply with all other lease restrictions set forth in the Declaration, including, without limitation, those set forth in Section K(1) above and the lease approval requirements of Article IV.

3. In addition to the aforementioned lease restriction and any other lease restriction(s) contained in this Declaration, all leases shall be in writing and shall provide or, in the absence of such language, shall be deemed to provide that the Association shall have the right and the authority to act as agent of the lot owner to terminate the lease and evict the lessee upon such lessee violating any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and applicable Association Rules and Regulations, as any of them may be amended from time to time, or other applicable provisions of any agreement, document, or instrument governing the lot, common areas or Association property. The costs associated with any action to evict the lessee, including attorney's fees, will be the personal obligation of the lessor/lot owner and shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder.

4. Regardless of whether or not expressed in the applicable lease, all lot owners shall be jointly and severally liable with their lessees to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to the common areas or Association property caused by the negligence or intentional misconduct of the lessee or the lessee's guests or invitees, or for the acts and omissions of the lessee, or the lessee's guests or invitees which constitute a violation of, or non-compliance with, the provisions of this Declaration, as it may be amended from time to time, and of any and all Association Rules and Regulations, as may be promulgated by the Board from time to time. Any such costs or expenses, including, but not limited to, attorneys' fees incurred by the Association shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder.

5. Renewal of Leases. The renewal of any previously approved lease of a lot shall not require a new Board approval or be subject to a transfer fee, unless such renewal includes any new occupants or at least twelve (12) months have passed from the time the lessee was last approved by the Board. However, the owner and/or previously approved lessee shall notify the Board of the desired renewal and provide the Association with a copy of the new lease or addenda to the original lease for all subsequent renewal periods at the expiration of each lease term. At the request of the Board, proof of the previous approved lease shall also be provided to the Association.

L. Notwithstanding anything to the contrary contained herein, no mortgage or aggregate mortgages against a lot may exceed in total the sum which is ninety (90%) present of the average price of a like lot, as set forth in the most recent bona fide contract for purchase in the records of the Association. The Board of Directors shall make the ultimate determination as to whether the purchase price indicated on a contract is bona fide and if the proposed financing exceeds the limits provided for herein, which determination shall be final. The Association is exempted from this provision on any lot owned by the Association. All refinancing is subject to this provision.

M. Notwithstanding anything to the contrary contained herein, as of the effective date of this amendment, no person, including, without limitation, an individual or any non-natural person, such as a corporation, limited liability company, or any other business entity or trust, shall acquire title, directly or indirectly, to more than two (2) lots at any one time. Any individual or non-natural person that already owns more than two (2) lots as of the effective date of this amendment shall be permitted to continue owning such lots. However, upon the sale of any lot by an owner who owns more than two (2) lots as of the effective date of this amendment, such owner may not acquire title to any additional lot, directly or indirectly, except as otherwise provided herein. In accordance with Article IV of this Declaration of Restrictions, the Board of Directors shall not approve any application for sale if the proposed transaction reflects that the prospective owner will be on the title, directly or indirectly, to more than two (2) lots at any one time. For purposes of this Section, a husband/wife/spouse are considered one (1) owner and ownership of a lot by one is the indirect ownership by the other. This Section shall not apply to lots owned by the Association, regardless of how title to the lot is acquired.

ARTICLE. V. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, EXTERIOR RADIO AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS, STORAGE AND TEMPORARY STRUCTURES, OUTDOOR POOLS

Section 1. Lawns. All front yard areas, rear yard areas and side yard areas of any lot shall be grassed (no ground cover, artificial manufactured grass type product, gravel or concrete painted

green or rock is permitted). A "front yard area", "rear yard area" or "side yard area" is defined as the area of the lot extending from the building wall to the pavement line where the lot meets the roadway, or to the platted lot's boundary line.

Section 2. Paving Pavement. All parking and/or walkway extensions shall be of reinforced concrete. Gravel, stone and asphalt construction are prohibited. Semi-circular drives are prohibited. Pavers for patios, front porches, or any other portion of the lot must be approved by the Board of Directors in writing prior to any work being performed on the lot. Total width of driveway and walkway shall not exceed ~~20~~ 24 feet or such other dimension as the Board may determine from time to time, based upon the total lot size. Prior to any contract for work being executed the owner and/or proven representative must present to the Board of Directors a copy of the survey of the property and an engineered drawing of the design by a licensed engineer or architect, along with the proposed Contractor's valid and current license and insurance for written approval as provided hereunder. If approval is given by the Board, a list of Rules for Construction shall be provided to the Contractor and must be adhered to while work is being performed by the Contractor. Driveways are limited to front of homes, and may not be divided.

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Section 7. Vehicles and Parking.

A. Vehicle parking is restricted to only the paved area of the lot and all parked vehicles must fit within the paved driveway of the lot. No parking on grass. No horizontal parking is allowed. Only passenger cars, passenger vans, passenger sport utility vehicles, mopeds, golf carts, conversion vans and motorized units for physically impaired are permitted to be parked in the Community. Compact, non-commercial pPickup trucks and panel vans built to manufacturers specifications, which are for personal use only, are also permitted to be parked at the Community, including, without limitations, overnight only if: (1) they are rated at 3/4 ton or less; (2) have no business signs or other lettering; (3) have no frames or facilities for carrying ladders, pipes, cranes or other mechanical devices; (4) carry no visible machinery, tools, tool boxes, construction or repair equipment or supplies; (5) the vehicle must have four wheels only (no dual wheel vehicles are permitted); (6) the vehicle may not have a flat bed or stake body, nor shall it have a wooden or hand-made body; (7) suspension components and tires may not be altered to be higher than the original manufacturers specifications and in no event may exceed 85 inches in height. No commercial vehicles of any type shall be parked overnight within the Community. For the purpose of this provision a "commercial vehicle" is one which: (1) is used primarily for business/trade purposes; (2) contains any outside lettering other than that placed by the manufacturer identifying the vehicle manufacturer and vehicle make and model that advertises a business entity or service; (3) has any visible tools, materials, or equipment normally used in trade or business anywhere in or on the vehicle; or, (4) contains other indication of a commercial use. The Board of Directors shall have the discretion to make the determination if a vehicle violates this provision, which determination shall be final. Banned vehicles include, but are not limited to, motereycles, Additionally, boats, boat trailers (except those that can be kept inside the garage), all recreational vehicles, Class A, B and C, all campers, trailers, as well as commercial vehicles and trucks as defined herein are prohibited within the Community. Motorcycles will be allowed as long as the engines are kept to an acceptable noise decibel (in accordance with Florida Statutes, 316.293(2), as it may be amended from time to time), they have a proper muffler and there is no revving of the engine within the Community. There may be no overnight parking of vehicles of any kind upon recreational property, except with prior written permission of the ASSOCIATION Board of Directors. All vehicles parked in violation of these provisions shall be towed away at the expense of the owner. An exception

is granted to commercial and recreational vehicles while loading and unloading. The prohibition set forth herein shall also not apply to the temporary short-term parking of commercial vehicles for pick-up, delivery and other commercial services rendered to and on behalf of the residents of the Community, nor shall it apply to a contractor or its employees during construction of improvements on the property, all of which is during normal working hours. The Board may adopt rules and regulations from time to time regarding additional vehicle restrictions and standards. In the event there is a dispute as to the classification of any vehicle, the Board shall have the discretion to make the determination as to whether any vehicle violates these restrictions.

B. No one is allowed to park in the driveway or in front of a vacant house without the express written permission of the owner, which permission must be provided to the Board of Directors by the owner in advance of such parking.

C. All vehicles parking within the Community shall be properly registered with the State, unless the primary residence of the vehicle owner is outside the state of Florida, and shall also display a valid license tag, be insured, maintained free of major rust, properly painted, clean, and kept in a state of repair. The Board of Directors shall have the discretion to make the determination as to whether a vehicle violates this standard and compel the removal of such vehicles from the Community, including, but not limited, by having such vehicles towed from the Community.

D. The size of the driveway restricts the number of vehicles that can be parked on any lot. If the driveway only has space for two vehicles, then the owners of that lot cannot have more than the two vehicles parked at the property.

Section 8. Storage and Temporary Structures.

No structures of a temporary character, trailer, tent or shed of any nature may be placed upon any lot. No detached or wall extension structure may be built or placed on any lot for the purpose of providing storage. Temporary storage cabinets in the back or side of the house not visible from the street may be permitted with the written approval of the Board. The Board shall determine the size of the permitted storage cabinets that may be placed and stored on the lots. No temporary storage structure will be approved for owners of lots who have no actual alcove which will hide the structure from the street or cannot be placed where it will not interfere with the mowing of the lawn or the sprinkler system.

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Section 11. Contractor/Vendor Signs: Contractor/vendor signs put on the lawns when they are doing a job such as a painter, roofer etc., may only be displayed during the course of the work and must be removed upon the completion of the work.

Section 12. Private Homeowner Generators: Are to be used for emergencies only. Once electricity is restored, generators may not be used. Proper drainage of gasoline/oil and disposal is required.

Section 13. No patio or walkway may be built or extended over any sprinkler irrigation pipe or sprinkler heads without the written permission from the Board of Directors.

Section 14. Pools. Above ground pools are not permitted to be placed on the lots or Common Areas. Appurtenances or other items, accessories attached to any part of the exterior building is forbidden except for normal sized motion lights, front and back porch lights.

Section 15. Hedges/Trees/Planters: In order to protect and preserve the integrity of our residence lawns and the sprinkler system, no trees, bushes, or landscaping of any kind may be planted on the front, rear or side yards without the prior written approval of the Board, which may be denied purely on aesthetic reasons. Planters can only be placed in the front and rear yards and may only extend two (2) feet from the foundation of the home in the front and rear yard(s). Planter hedges should be thin and not to exceed the height of the base of the windows, as determined by the Board from time to time. Nothing can be planted which would make it difficult to mow the grass or interfere with the sprinkler system. The description of the proposed landscaping must be submitted on the appropriate Landscaping Approval Form to and approved in writing by the Board of Directors before any work can commence.

Section 16. Pets and Feeding of Wildlife.

A. Not more than three (3) household domestic pets may be kept within the Community, including any lot, and may not be bred or maintained for any commercial purpose. For purposes of this provision, a "household domestic pet" shall include only dogs, cats, birds, fish, and reptiles. No horses, cattle, swine, goats, poultry, fowl, wildlife, livestock or any animal other than household domestic pets may be kept on any lot. All household domestic pets shall be maintained in accordance with all City of and County ordinances and subject to the rules and regulations established by the Board of Directors from time to time. Notwithstanding anything to the contrary set forth herein, as of the effective date of this amendment, except as otherwise provided herein, no household domestic pet that demonstrates dangerous propensities, as determined by the Board of Directors shall be permitted to be brought into or remain in the Community, including the lot. Further, no household domestic pet will be permitted to remain in the Community if the Board of Directors determines that the household domestic pet makes objectionable noise, poses a threat to persons or property, or is determined to be a nuisance, dangerous or an inconvenience to other residents in the Community, the determination of which shall be final. No dogs of any kind shall be permitted to roam freely and must remain confined on a leash at all times when being walked or exercised in the Community. Domestic animals must be on anchored leads while unattended in owner's yard. All animal owners must pick up the fecal droppings of their animals whether on City's property, a neighbor's property, the recreational clubhouse property or that of the owner. The Board may promulgate additional rules and regulations from time to time regarding restrictions pertaining to household domestic pets allowed in continued occupancy within the Community, including, but not limited to, the types of breeds of dogs that are kept as pets that are prohibited in the Community, as well as to prohibit any other animal that the Board determines is not sufficiently domesticated. The aforementioned restrictions are not intended to apply to assistance/emotional support animals and any request for a reasonable accommodation to these pet restrictions shall be addressed as required by the Federal and Florida Fair Housing Acts.

B. Pursuant to the City of Tamarac ordinance 1975-4-7, as it may be amended from time to time, it shall be unlawful for any person to feed or cause to be fed or leave foodstuff for the consumption by any duck within the City limits. This City of Tamarac ordinance applies to Section Four of the Mainlands of Tamarac, and therefore bird feeding is prohibited in the Mainlands of Tamarac, Section 4. Further no feeding of stray animals, raccoons, opossums, alligators, geese, or ducks is permitted under any circumstances, whether the animal is found on the owner's lot, City

property or the common areas and no foodstuffs may be left outside for their consumption anywhere within the Community.

~~ARTICLE IV. AGE LIMIT ON RESIDENTS.~~

~~In recognition of the fact that the homes within MAINLANDS SECTION FOUR have been designed primarily for the comfort and convenience of older persons, the use of all lots is hereby limited to having one resident who is at least 55 years of age or older in each home. No children under the age of 18 shall be permitted to live as residents within MAINLANDS SECTION FOUR except that children will be permitted to visit and temporarily reside as guests for a period not in excess of 30 days in any calendar year. Visitation of any child for any portion of a day or night shall be counted as a day of visitation and is subject to the 30 day limit per calendar year.~~

~~Owners planning to sell, rent or lease their homes must notify the Board of Directors, in writing, and arrange for applicant(s) to be interviewed by members of the Board of Directors prior to closing. A non-refundable administrative fee, set by the Board of Directors, shall be assessed against the buyer, renter or lessee at the time of the application for processing. Owners planning to rent or lease their home(s) must rent or lease it/them for a minimum of 3 months to the same occupants. Transient occupants are not permitted.~~

~~In order to ensure compliance with this ARTICLE, owners desiring to sell, rent or lease their homes must provide the Board of Directors of MAINLANDS SECTION FOUR with proof that their buyers, renters, lessees or occupants specified in ARTICLE IV AGE LIMIT ON RESIDENTS AND BUYING, RENTING OR LEASING PROCEDURES meet these age requirements.~~

~~The sale or leasing of a lot or any interest therein by any lot owner may be disapproved by the Board if the person seeking approval failed to provide all of the information, fees, or appearance required to process the application in a timely manner or included inaccurate or false information in the application.~~

~~ARTICLE V. VI. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM, AND EXTERIOR BUILDING MAINTENANCE, CONSTRUCTION, AND ETC. COVENANTS FOR ASSESSMENTS~~

~~Section 1. Sprinkler System. The ASSOCIATION shall operate and maintain be responsible for the operation, maintenance, repair and replacement of a the fresh water sprinkler system in the Community, including, but not limited to those portions located on an owner's lot, and shall have an irrevocable right to enter over, through and upon the lots for such purpose. No entry upon the lots for such purpose by the Association, its representative, agents and contractors shall be a trespass. to service all of MAINLANDS SECTION FOUR and the The owners of each lot shall be liable to the ASSOCIATION for a pro-rata share of the reasonable cost of operation and maintenance of said system. No lot owner may install his/her own sprinkler system. The sprinkler system includes the sprinkler pump, electrical lines, sprinkler clocks, the piping lines, the sprinkler heads and all other parts not specifically identified herein.~~

~~A. In order to preserve and protect the sprinkler system, no homeowner/representative/contractor/lessee is allowed to remove, cut, re-route, cover up or change the~~

heads of the sprinkler system or otherwise alter, modify, improve, or tamper in any way with any portion of the sprinkler system, including those portions located on an owner's lot, without the prior written approval of the Board Directors. Any cost or expense incurred by the Association in the maintenance, repairs, or replacement of any portion of the sprinkler system damaged by the negligence, recklessness or intentional misconduct of the homeowner/representative/contractor/lessee shall be charged to the owner and lot of the homeowner and shall be an individual special assessment against the owner and lot, collectible in the same fashion as all other assessments provided hereunder. No lot owner may install his or her own sprinkler system.

Section 2. Lawn Maintenance and Spraying. The ASSOCIATION and its agents, representatives and contractors shall have the irrevocable right to enter over, through and upon lots with MAINLANDS SECTION FOUR, for the purpose of maintaining, and caring for the lawns. No entry upon the lots for such purpose by the Association, its representative, agents and contractors shall be a trespass. The owner of each lot, subject to this Declaration of Restrictions, is made liable to the ASSOCIATION for a pro-rata share of the reasonable cost of all maintenance and care furnished by said ASSOCIATION. "Maintenance and care" as used herein, shall include mowing, trimming, edging, fertilizing and spraying of all lawns within MAINLANDS SECTION FOUR. Further, if it is necessary for the ASSOCIATION to replace sod upon an owner's lot, then that particular owner shall be liable to the ASSOCIATION for the cost of said replacement improvement, which shall be an individual special assessment against the owner and lot, collectible in the same fashion as any other assessment. In the exercise of its responsibilities, the ASSOCIATION shall be governed by the principle that all lawns shall be maintained free from unsightly bald spots or dead grass and uniform in texture and appearance with the surrounding lawns in the balance of MAINLANDS SECTION FOUR.

A. Year round owner/residents, seasonal owners and/or absentee landlords: Year round owner/residents, seasonal owners who live within MAINLANDS SECTION FOUR on a yearly basis or for only parts of the year and absentee landlords are required to have their approved landscaped areas (ground cover, hedges, trees and any plant material not included in the ASSOCIATION's regular lawn maintenance) maintained at least every two (2) months. Should any owner fail and/or refuse to maintain their landscaped areas as required herein in good condition as determined by the Board, after reasonable notice to the owner, the Board may, but is not obligated to, enter the lot and undertake such maintenance as it may deem necessary to bring the lot to such good condition. No entry into the lot for such purpose shall be a trespass. Any cost or expense so incurred by the Association on behalf of the owner shall be an individual special assessment against the owner and the lot, collectible in the same fashion as any other assessment provided hereunder.

Section 3. Exterior Building Maintenance. Owners shall be responsible for the maintenance, repair and replacement of the lots, with the exception of those portions of the lot which the Association is responsible of maintaining, including, but not limited to, all portions of the exterior of the lot, in good in condition and repair, as determined by the Board. No entry into the lot for such purpose shall be a trespass. Should any owner fail and/or refuse to maintain his or her lot in good condition as determined by the Board, after reasonable notice to the owner, the ASSOCIATION shall have the right but not the obligation to enter upon all of the lots within MAINLANDS SECTION FOUR for the purpose of conducting a periodic program of exterior building maintenance and repair, including, but not limited to the repainting of exterior walls, shutters, eaves, roofs and other portions thereof. This right is not to be construed as an obligation, but shall provide the ASSOCIATION the right to maintain the premises and the improvements situated thereon in a satisfactory manner in the

event that a lot owner fails to maintain the premises and the exterior improvements situated thereon in a neat and attractive manner, as determined by the Board. ~~The cost of such maintenance shall be added to and become a part of the assessment to which a lot is subject.~~ Any cost or expense so incurred by the Association on behalf of the owner for such maintenance shall be an individual special assessment against the owner and the lot, collectible in the same fashion as any other assessment provided hereunder.

A. Rules of Construction. Any loud equipment work is to be done between the hours of 8:00 AM and 7:00 PM except in case of emergency. The Board shall make the determination from time to time as to what constitutes "loud equipment work".

B. No equipment, construction tools, or materials, other than a ladder is allowed at any time to be placed or dragged across the lawns. Hot tar buckets, construction dumpsters and all other equipment, tools, and materials must be placed on the driveway of the property under construction. No exceptions shall be permitted and homeowner may be fined at the highest amount authorized in Article IX herein for each day of continuing violation until rectified. The cost to repair any damage done to the grass and sprinkler system, as well as any fines imposed for this or any other infraction, will be paid by the homeowner, and shall be an individual special assessment against the owner and the lot, collectible in the same fashion as any other assessment provided hereunder.

C. Homeowners must seek the written approval of the Board of Directors or any architectural control committee that may be appointed by the Board for any material alterations, improvements, additions or color changes to the exterior of the house, roof type or driveway color.

D. All owners must remove all lawn furniture and loose items located outside the lot and store them inside the home prior to a hurricane or storm to avoid such items becoming projectiles during the hurricane or storm.

Section 4. Covenants for Assessments. ~~From and after the first day of the month succeeding the month in which this Amendment and Supplement to the Declaration of Restrictions is recorded among the Public Records of Broward County, Florida, each~~ Each owner of any lot or improvement thereon ~~shall be deemed to covenants and agrees~~ to pay to the ASSOCIATION for each lot owned by such owner, ~~the~~ his or her pro-rata portion of those sums expended by the ASSOCIATION in providing the services set forth in Sections 1 through 3 and such other expenses as authorized under Florida Statutes and elsewhere in this Declaration, as they may be amended from time to time. If the assessments are not paid on the date when due, as determined by the Board from time to time, such assessments shall then become delinquent and shall, together with such interest thereon, any administrative late fee which the Board of Directors may adopt from time to time, in an amount not to exceed the highest amount allowed under the law, as it may be amended from time to time, and the cost of collection thereof, including, without limitation, reasonable attorneys' fees, become a continuing lien on the lot and shall bind such property, its owners and its successor owners. Further, if the assessment is not paid within 30 days after the delinquency date (the date the assessment was due, as fixed by the Board of Directors of the ASSOCIATION from time to time), the assessment shall bear interest from the date of delinquency ~~at the rate of 12% per annum and administrative late fees at such rates and amounts as the Board may determine, not to exceed the highest amount allowed by law, as it may be amended from time to time,~~ and upon default by any owner in the payment of such assessment, the ASSOCIATION, at its option and without notice, shall be entitled to accelerate the payment of the balance of the yearly assessment and may, at any time after default, bring an action to foreclose the lien in a manner similar to that of bringing an action to foreclose a mortgage on real

property and/or sue on the personal obligation against the owner. Any such claim of lien which is filed in the Public Records of Broward County, Florida shall be superior to any lien recorded against the lot other than the lien of a first mortgagee of record and shall relate back to the date of the recording of this Restated Declaration, with the exception of as to any first mortgage of record against the property. There shall be added to the amount of such assessment and included in the lien all interest accrued, any administrative late fee imposed by the Board of Directors in an amount not to exceed the highest amount allowed by law, as it may be amended from time to time, the cost of preparing and filing the lien and all reasonable attorney's fees expended, and all costs incurred by the ASSOCIATION in exercising its right to foreclose on the lien and/or collect outstanding assessments, all of which shall be "assessments" as contemplated in Chapter 720, F.S., as it may be amended from time to time. In addition, no lot owner shall be permitted to transfer the ownership or lease of his particular lot until such time as all monetary obligations due to the Association, including, without limitations, regular and special assessments, late fees, interest, attorneys' fees and fines have been paid in full and outstanding Covenant violations have been corrected. Any person who acquires an interest in a lot in any manner whatsoever, shall not be entitled to occupancy of the lot until such time as all monetary obligations due to the Association, including, without limitations, regular and special assessments, late fees, interest, attorneys' fees and fines due and owing have been paid and all violations have been corrected. Further, the successor lot owner and his predecessor shall be jointly liable for all unpaid assessments, due, prior to transfer of title. Any payment received by the ASSOCIATION shall be applied first to any interest accrued by the ASSOCIATION, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments.

A. In the event an owner makes a material alteration, improvement or addition to any portion of the lot or changes the paint color without the required written consent of the Board, the Board may require the owner to remove the unauthorized color, alteration, addition or improvement undertaken to the lot and restore same to the conditions existing before such color, alteration, addition or improvement at the owner's sole cost and expense. Should the owner fail and/or refuse to remove the unauthorized alteration, addition or improvement and restore same to the conditions existing before such alteration, addition or improvement, after reasonable notice to the owner, the Association may, but shall not be obligated to, undertake such work to enforce compliance with this Section, or pursue legal action. Any cost or expense incurred by the Association in connection with the removal of the unauthorized color, alteration, addition or improvement, including but not limited to attorneys' fees and costs incurred in seeking compliance with this Section, regardless of whether litigation is necessary for such enforcement, shall be an individual special assessment against the owner and the lot, collectible in the same fashion as any other assessment provided hereunder.

B. An owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her intentional conduct or negligence, or by the intentional act or negligence by any member of his or her family, guests, employees, agents, contractors, sub-contractors, lessees, or invitees. Any such cost or expense incurred by the Association pursuant to this Section shall be an individual special assessment against the owner and lot, collectible in same fashion as any other assessment as provided hereunder.

C. A holder of an institutional first mortgage, either directly or through a bona fide assignment, that acquires title to any lot pursuant to a foreclosure or deed in lieu of foreclosure of its own mortgage shall be liable for the unpaid assessments against the lot that came due up to the time of transfer of title as provided in Chapter 720, F.S., as it may be amended from time to time, which shall be an assessment against the lot. All other recipients of title, including, but not limited to, a third party purchaser at a mortgage foreclosure sale, shall be jointly and severally liable with the previous owner

for all unpaid assessments that came due up to the time of transfer of title, as provided in Chapter 720, F.S., as it may be amended from time to time, plus all accrued late fees, interest, costs of collection, and attorneys' fees, all of which shall be an "assessment" against the lot, as contemplated in Chapter 720, F.S., as it may be amended from time to time. This provision shall not apply to any lot acquired by the Association, regardless of how the Association acquired title to the lot.

ARTICLE ~~VI.~~ VII. RECREATION FACILITIES: OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC.

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ARTICLE ~~VII.~~ VIII. RECREATION LAND LEASE: LIABILITY FOR, ASSIGNMENT LIEN, ETC.

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ARTICLE ~~VIII.~~ IX. ASSOCIATION: POWERS AND DUTIES

MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC., (the "ASSOCIATION"), shall be the entity responsible for the maintenance and operation of all of the lands which are subject to this Declaration of Restrictions. The powers and duties of the ASSOCIATION shall include those set forth in this Declaration, the Articles of Incorporation for MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC., ~~and~~ the By-Laws, ~~and~~ the Rules and Regulations "as they may be amended from time to time". In addition, the ASSOCIATION shall have all the powers and duties as set forth ~~in the~~ under Florida Statutes, as they may be amended from time to time Corporations Not-for-Profit Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, but not limited to:

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- b) The power to maintain accounting records pursuant to accounting principles normally used in similar associations, which records shall be open to inspection by lot owners and their authorized representatives at reasonable times with reasonable notice. Accounting records shall not leave the Section Four Clubhouse office.
- c) The power to contract for the management and maintenance of the property subject to this Declaration and to authorize a management agent to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance pursuant to Paragraph V hereof upon the approval of not less than Two-Thirds (2/3%) percent of all Members eligible to vote.
- d) The power to borrow money, execute promissory notes, and other evidences of indebtedness and as security therefor, mortgages and security interest in the property owned by the ASSOCIATION, provided that such actions are approved by a majority of the entire board of directors and fifty-one (51%) percent majority of the entire membership of the Board of Directors and of the lots lot owners at a meeting at which a quorum has been obtained, ~~or upon the written approval of a majority of the lot owners.~~

- e) The power to adopt and amend Rules and Regulations covering the operation and use of the ASSOCIATION's property and the recreation facilities and the use of the residential lots and the homes located thereon.

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- h) The power to enforce this Declaration of Restrictions, by all legal remedies available to the Association, including, without limitations, by suspending the rights of a homeowner or a homeowner's tenants, guests or invitees, or both, to use common areas and facilities under circumstances deemed appropriate by the Board. In addition to the means for enforcement provided elsewhere herein, and pursuant to Section 720.305 of the Florida Statutes, as it may be amended from time to time, the Association may impose fines in the maximum amount permitted by law, as it may be amended from time to time, against any owner for any violation of this Declaration of Restrictions, Articles of Incorporation, By-Laws, or Rules and Regulations, or against the owner for any violations of said documents by their family members, their guests, employees, agents, lessees, or invitees. A fine may exceed \$1,000.00 in the aggregate, and shall be an individual special assessment against an owner and his or her lot, collectible in the same fashion as any other assessment as provided hereunder. This remedy shall be cumulative to other remedies available to the Association under this Declaration of Restrictions and the Florida Statutes, and nothing herein shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provisions of the various documents of the Association in addition to fining, including, but not limited to, legal action for damages or injunctive relief.

ARTICLE IX. X. VOTING RIGHTS AND PRIVILEGES

Voting privileges of members shall be limited to one vote per household and may be cast only by written consent, or at a Membership meeting in person by written ballot or by absentee ballot, if requested, and obtained from, and returned to, the Secretary of the Association at least one day prior to the voting date. Absentee ballots that have been timely submitted to the Association shall be considered the presence of the voting interest at a Membership meeting for the purpose of quorum. Except for absentee ballots used in connection with the Annual election, to be valid all other absentee ballots shall be signed by the voting Member. Persons who shall be renting or Additional Occupants, subject to the Deed Restrictions within the area of Section Four shall have only those rights and privileges which may be granted by the Board of Directors, and under no circumstances, shall they have voting privileges. An owner, who is delinquent in the payment of any monetary obligations, or remiss in other sections of the Deed Restrictions of Section Four, will be governed by Florida Statute 720.305, as amended from time to time, as referenced herein.

ARTICLE XI. EXCLUSION OF CERTAIN LANDS

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ARTICLE ~~X~~. XII. IMPROPER USE AND NUISANCE

No improper, offensive, hazardous or unlawful use shall be made of the recreation property, the ASSOCIATION's property, or any lot subject to this Declaration of Restrictions; and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereover shall be observed. Violation of laws, orders, rules and regulations, or requirements of any governmental agency having jurisdiction thereover relating to any portion of the recreation property, the ASSOCIATION's property, or the lots subject to this Declaration of Restrictions, shall be corrected and at the sole expense of the perpetrators of such violations. No activity may be conducted upon any lot within MAINLANDS SECTION FOUR which may become or may be a nuisance, as determined by the Board, to an adjoining lot owner or MAINLANDS SECTION FOUR. Such nuisances could include, but is not limited to, foul and unpleasant odors/smells emanating from a neighbor's property; loud noises and rude behavior which could include profanity, nudity, lascivious actions and the feeding of wildlife.

The Board may adopt additional rules and regulations from time to time regarding conduct on the lot and/or common areas that it considers to constitute a nuisance which the Board may consider to interfere with the proper use and enjoyment of the lot by other residents.

ARTICLE ~~XI~~. XIII. ENFORCEMENT

All provisions of this Declaration of Restrictions shall be construed as covenants running with the land and with every part thereof, and every interest therein, and every lot owner and every claimant of the land or any part thereof or interest therein, and their heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of this document. In the event that there is any dispute in connection with the terms and conditions of this Declaration of Restrictions resulting in the initiation of any action by the ASSOCIATION or any lot owner, or in the event that it shall be necessary for a lot owner or the ASSOCIATION to enforce compliance with the provisions of this Declaration by injunctive relief or any other remedy which may be available hereunder or under the laws of the State of Florida, then the prevailing party shall be entitled to recover reasonable attorney's fees, plus costs incurred in connection with said actions, including appeals. In the event that the ASSOCIATION is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of ASSOCIATION, and the owner of the lot complies with the requirements subsequent to attorney involvement, the ASSOCIATION shall be entitled, after written notice, to reimbursement of its costs and attorney's fees so incurred from the Owner of the lot, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred to bring about compliance, or to obtain a judgment or award should litigation become necessary, shall be an individual special assessment against the lot and owner collectible in the same fashion as any other assessment as provided in ARTICLE VI hereunder.

ARTICLE ~~XII~~. XIV. NOTICE

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ARTICLE ~~XIII~~. XV. INVALIDATIONS

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ARTICLE ~~XIV~~. XVI. AMENDMENT

This Declaration of Restrictions may be amended at any time ~~and from time to time upon execution and recordation of an instrument executed by owners holding not less than 51% of the lots subject to this Declaration of Restrictions~~ by not less than a majority of all the Members, except that no amendment shall impair such existing obligations as may exist under Articles VII and VIII of this Declaration until such time as the Association acquires the Recreation Property.

ARTICLE XVII. CONSTRUCTION

Whenever the masculine form of pronoun is used in this Declaration, it shall be construed to mean the masculine or feminine, singular or plural, wherever the context so requires.

MAINLANDS SECTION FOUR CIVIC AND RECREATION ASSOCIATION, INC.

AMENDED BY-LAWS

~~The general purpose of this~~ The Association has been organized for the purpose of operating and managing The Mainlands of Tamarac Lakes, Four Section, and The Mainlands of Tamarac Lakes, Four-A and Four-B Section, pursuant to Chapter 720 of Florida Statutes, as it may be amended from time to time, shall be and to assist and guide in fellowship, entertainment and recreation, and to promote rules and regulations for the good conduct and benefit of all the members of the community of Mainlands Section Four.

Membership in the Association shall be by virtue of ownership of property in Section Four, as evidenced by a document recorded in the Public Records of Broward County, Florida.

The fiscal year of this Association shall be from January 1 to December 31.

ARTICLE I - BOARD OF DIRECTORS/OFFICERS

- A. The Board of Directors shall be compromised of ten (10) Directors who shall serve as the President, Vice-President, Secretary, Treasurer of Civic, Treasurer of Maintenance Payables, Treasurer of Maintenance Receivables, Vice-President Chairperson of Maintenance, Chairman Chairperson of the House Committee, Chairman Chairperson of the Social and Recreation Committee, Chairman Chairperson of the Publicity Committee, Treasurer of Maintenance Accounts Payable and Co-Treasurer of Maintenance Accounts Receivable, all of whom shall be elected at the Annual Election meeting held in November or such other date as the Board of Directors may determine from time to time, and shall serve for one (1) term. The immediate past president shall serve on the Board in an advisory capacity. All Directors of the Association shall be Members of the Association.

With the exception of the Chairperson of the Social and Recreation Committee and the Chairperson of the Publicity Committee, an Officer/Director must be permanent residents of the lot twelve (12) months out of the calendar year, in order to serve on the Board. The Chairperson of the Social and Recreation Committee and the Chairperson of the Publicity Committee must be permanent residents of the lot at least six (6) consecutive months out of the calendar year in order to serve on the Board. For purposes of this Section, "permanent resident" shall mean that the lot is the primary residence of the individual and his or her family unit, and reflected as Homestead in the Public Records of Florida. Leaving the premises for vacation shall not affect this status.

- B. No President or Vice-President shall serve more than four (4) consecutive terms in the same office.
- C. If a vacancy occurs among the officers or directors, except the office of President, a new officer or director shall be appointed by the Board of Directors, and such new officer or director shall serve for the unexpired term of the office or director so replaced.

- D. If a vacancy occurs in the office of President, said office shall be filled by the then seated Vice-President, and a new Vice-President shall be appointed by the Board of Directors to serve for the unexpired term of the Vice-President so replaced.
- E. All board members shall serve until their successors have assumed their duties. The size of the Board of Directors may be amended from time to time only with the approval of a majority of the Members of the Association present at a meeting at which a quorum has been established.

ARTICLE II - DUTIES OF THE BOARD OF DIRECTORS/OFFICERS

- A. President - The President shall preside at all membership and Board of Director's meetings and maintain order. The President shall be an ex-officio member of all committees except the Auditing Committee and the Nominating Committee. He The President shall present an annual report at the end of his term of office and shall also be responsible for referring legal matters to legal counsel upon the approval of the Board. The President shall be the Chairperson and preside over the Finance Committee. The President shall be a member of the New Residents Committee.
- B. Vice-President - The Vice-President shall assist the President at his request, and, in the temporary absence or incapacity of the President shall carry out the duties of that office. He shall act as ~~Chairman~~ Chairperson of the By-laws Committee, ~~and as Chairman~~ Chairperson of the Rules and Regulations Committee, and is responsible for sending notices of violations to violating owners. The Vice President shall serve on the Finance Committee.
- C. Secretary - The Secretary shall keep minutes of all meetings of the Board of Directors and all membership meetings, and shall record such minutes in a permanent record book provided for this purpose. The Secretary shall receive, transmit and file all correspondence and compose such correspondence as directed by the President. The Secretary shall serve on the Finance Committee. The Secretary shall be a member of the New Residents Committee.
- D. Treasurer of Civic - The Treasurer of Civic shall:
 - 1. Collect all monies from any and all sources, except the Mainlands Section Four Trust Account, and deposit same in a Civic checking or savings account in the name of the Association.
 - 2. Maintain special funds in checking or savings accounts as authorized by the members at a regular or special meeting.
 - 3. Maintain a petty cash fund not to exceed two hundred (\$200.00) dollars at any one time. The Treasurer is authorized to make payments out of said fund, with or without approval of the President or Board of Directors, for the purchase of food or beverages, and, in the amounts not exceeding one hundred (\$100.00) dollars in any one month, for the purchase of keys, locks, tools, equipment or other miscellaneous items for Association purposes.
 - 4- Be authorized to advance funds for Association social or fund-raising projects, which funds shall be repaid to the Treasurer of Civic by the chairman of the project prior to or at the conclusion of such project.

54. Issue checks to pay authorized bills.
65. Report at the monthly membership meeting, in writing, on itemized current transactions and state of funds, such report to be made a part of the minutes of the Secretary.
76. Present an annual written report at the end of his/her term of office.
87. Be responsible for cooperating with accountants for filing all tax returns - local, state and federal.
8. Shall be a signator on the checking account of the Civic Account.

E. Treasurer of Maintenance Payables - The Treasurer shall:

1. Maintain special funds in checking or savings accounts as authorized by the members at a regular or special meeting.
2. Maintain a petty cash fund not to exceed two hundred (\$200.00) dollars at any one time. The Treasurer is authorized to make payments out of said fund, with or without approval of the President or Board of Directors, for the purchase of office supplies and incidentals.
3. Be authorized to advance funds for Association maintenance repairs or special projects at the direction of the Chairperson of Maintenance and the Board of Directors.
4. Issue checks to pay authorized bills.
5. Report at the monthly membership meeting, in writing, on itemized current transactions and state of funds, such report to be made a part of the minutes of the Secretary.
6. Present an annual written report at the end of his/her term of office.
7. Be responsible for cooperating with accountants for filing all tax returns - local, state and federal.
8. Shall be on the Finance Committee.
9. Shall be a signator on the checking and savings accounts of the Trust Account.

F. Treasurer of Maintenance Receivables - The Treasurer shall:

1. Collect all monies from any and all sources, except the Mainlands Section Four Civic Account, and deposit same in a checking or savings account in the name of the Association.

2. Be responsible for monitoring the accounts of all owners and applying late fees and interest to accounts that have not paid regular maintenance assessments by the 15th of the month, mailing statements and/or notices of delinquency to owners of delinquent accounts and report to the Board of Directors all accounts that are past due at least three months prior to the next Board meeting. All delinquent accounts over two (2) months shall be sent for Collections.
3. Report at the monthly membership meeting, in writing, on itemized current transactions and state of funds, such report to be made a part of the minutes of the Secretary.
4. Present an annual written report at the end of his/her term of office.
5. Be responsible for cooperating with accountant(s) for filing all tax returns - local, state and federal.
6. Shall be on the Finance Committee.
7. Print maintenance coupon books for each home.
8. Pick up Association mail and distribute as needed.
9. Undertake such other duties as may be assigned by the Board of Directors from time to time.

E. G. ~~Vice President Chairperson~~ of Maintenance - ~~The Vice President Chairperson~~ of Maintenance shall be the Chairperson and preside over the Maintenance Committee whose functions shall be to supervise the operation and maintenance of the entire Community sprinkler system, and the care and maintenance of lawns of homeowners and approve/disapprove requests from owners to plant additional landscaping/trees on their individual lots. He ~~The Chairperson of Maintenance~~ shall be responsible for the approving and collection and overseeing the distribution and of maintenance fees and payments for maintenance services. He/She shall be responsible ~~to~~ for ensure ~~ensuring~~ that sprinkler maintenance service is proper and satisfactory to the Board and to the membership. ~~The chairman~~ Chairperson of Maintenance may select a ~~committee of not less than six~~ three additional members to serve on the Maintenance Committee and assist him/her in his/her duties. Such selections are subject to approval by the Board of Directors. ~~The chairman~~ Chairperson of Maintenance of this committee shall ~~may~~ make reports to the membership as requested by the President. He/She shall be responsible for the shuffleboard court. He shall be responsible for the swimming pool and pump house.

1. The Chairperson of Maintenance Committee shall prepare their the annual budget in November for maintenance in October for the following year with the help of the Maintenance Committee.
2. The Chairperson of Maintenance shall then present the pProposed maintenance budget presented to the Civic Board of Directors at their November October meeting for discussion and approval.

3. ~~Presented to the membership at the November meeting of the Civic Association for discussion and approval. Approval of the budget by a majority vote of the membership at the Civic meeting, constitutes authorization for expenditures included in the budget.~~
4. ~~If approved, to be effective on January 1st.~~
5. ~~3.~~ All matters ~~decided at~~ proposed at Maintenance Committee meetings ~~to~~ shall be presented to the Civic Board of Directors for approval.
6. ~~Some of the items to be presented to the membership for approval at Civic meetings (but not limited to these) are as follows:~~
 - a) ~~Any wages or salaries to be paid.~~
 - b) ~~Any proposed change in the monthly maintenance fee.~~
 - c) ~~Insurance.~~
 - d) ~~Any other expenditures, except repair or maintenance.~~

F. H. House ~~Chairman~~ Chairperson - The House ~~Chairman~~ Chairperson is responsible for;

1. Maintenance of interior and exterior fixtures and equipment, including shuffleboard courts and clubhouse area, ~~but excluding swimming pool, and pool pump house, and barbecue pavilion.~~
2. ~~Hostess program.~~ Authorizing and approving payments for services rendered to the shuffleboard courts, clubhouse, clubhouse area, pool and pump house. The expense of the pool and pump house shall be paid by the Treasurer of Maintenance Payables upon the authorization of the House Chairperson. Any emergency expenses as set forth in Article IV, Section B(6) must be approved by the Board of Directors.
3. Maintaining a petty cash fund not to exceed four hundred (\$400.00) dollars at any one time. The House Chairperson is authorized to make payments out of such funds, without the prior approval of the President or Board of Directors, for the purchase of keys, locks, tools, equipment or other miscellaneous items for Association purposes.
4. Proposing a budget for House services to the Board of Directors for approval at the October meeting.
3. ~~5.~~ Library.
4. ~~6.~~ Scheduling clubhouse functions on the calendar so that there is no conflict of dates. Use of the Clubhouse for private functions shall be controlled by the House ~~Chairman~~ Chairperson under the guidelines approved by the Board.
5. ~~7.~~ Maintenance of inventory of furniture and equipment.

~~6.~~ 8. Setting up tables and chairs for Bingo and other Association functions.

He/she shall appoint such sub-committees as are necessary to assist him/her in his/her duties and responsibilities.

~~G. I.~~ I. Social and Recreation ~~Chairman~~ Chairperson - The Social ~~Chairman~~ Chairperson is responsible for:

1. ~~Affording~~ Organizing various types of activities and entertainment for all members.
2. ~~Appointing sub-chairman for the various entertainment and any arts and crafts activities. Preparing and proposing a budget for Social Services and presenting it to the Board of Directors for approval at the October meeting.~~
3. Attending any outside meetings which pertain to his function or are of interest to Section Four.

He/she shall appoint such other sub-committees as are necessary to assist him/her in his/her duties and responsibilities.

~~H. J.~~ J. Publicity ~~Chairman~~ Chairperson - The Publicity ~~Chairman~~ Chairperson is responsible for:

1. ~~Preparation and circulation~~ Preparing and circulating of the Association's monthly newsletter and activities calendar.
2. Supervising and appointing block captains.
3. ~~Appointment of a sunshine chairman~~ Appointing a "Sunshine" Chairperson to send cards to the sick and bereaved; make visitations when possible; contact bereaved families to determine their wishes for the Association's memorial contributions and send a check to the appropriate organization.
4. Attending any outside meetings which pertain to his/her functions or is of interest to Section Four.
5. ~~Maintenance of a current card file at the clubhouse of Section Four residents.~~ Updating the owner roster, including the owner's emergency contact information.
6. Shall also aid in the distribution of any special meeting notices, and all other mailings.
7. Shall be in charge of the bulletin board.
8. Shall be in charge of the Mainlands Directory.

He/she shall appoint such sub-committees as are necessary to assist him/her in his/her duties and responsibilities.

~~I.~~ I. ~~Treasurer and Co-Treasurer of Maintenance Trust Account~~ The Treasurer and Co-Treasurer of Maintenance Trust Account are responsible for:

1. ~~Printing maintenance coupon books and the amount for each home.~~
2. ~~Dun homeowners who are delinquent in maintenance payments.~~
3. ~~Initiate lien/foreclosure proceedings when necessary.~~
4. ~~Handle petty cash needs for various Board members.~~
5. ~~Make presentations to Maintenance Committee, Civic Board and at the monthly Civic meetings of the monthly disbursements.~~
6. ~~Pick up Section Four mail and distribute as needed and other related duties as required.~~

~~He shall appoint such sub-committees as are necessary to assist him in his duties and responsibilities.~~

~~J. K.~~ Overall Duties of the Board - The Board of Directors shall:

1. Meet not less than nine times per year upon call by the President or upon written request made to the Secretary for a special meeting by not less than four six members of the Board of Directors. A joint meeting of the incoming and outgoing officers and directors shall ~~be held prior to the January meeting~~ attend the December Board meeting to effect an orderly transition of business in January of the new year.

2. Authorize any action not otherwise delegated.
3. Transact all official business when a quorum is present, said quorum to consist of a majority of the Board members, and such actions require approval by a majority of those present.
4. Declare a vacancy exists in any office, except President, or within the Board resulting from resignation or other cause, and appoint a new officer or director to serve for the unexpired term of the officer/director so replaced until the end of the calendar year.
5. Require any officer or director who is elected to any public office, or who works for ~~the a developer affecting Mainlands Section Four~~ in any manner whatsoever, to submit his resignation in writing to the Secretary for transmission to the Board of Directors.
6. The Board of Directors shall approve any and all contracts.

ARTICLE III. – BOOKKEEPER

The Board of Directors shall engage the services of a bookkeeper, who shall be responsible for depositing maintenance payments, paying of approved bills and such other duties as the Board may deem necessary from time to time in order to maintain continuity and consistency with the Maintenance Operating account.

ARTICLE III IV - FUNDS

A. ~~The Treasurers shall maintain petty cash funds not exceeding the sum of two hundred (\$200.00) dollars at any one time. The Treasurers shall make payments or advances out of said funds as specified in ARTICLE II, paragraphs D, 3 and 4. All other funds shall be deposited in the appropriate checking or savings accounts in the name of the ASSOCIATION. All funds shall~~

be subject to withdrawal by check or voucher signed by any two (2) of the following four individuals: President, Vice-President, Secretary or Treasurer of the specific appropriate account as set forth in Article II.

B. Disbursement of funds, other than clubhouse maintenance, taxes and insurance may be made only as follows:

1. ~~Amounts~~ Expenditures of ~~two~~ four hundred (\$~~200.00~~ 400.00) dollars or less, for any one purpose in any calendar month, when authorized by the President.
2. ~~Amounts~~ Expenditures of ~~two~~ more than four hundred (\$~~200.00~~ 400.00) dollars but less than ~~one~~ three thousand (\$~~1,000.00~~ 3,000.00) dollars for any one purpose when authorized by the majority of the Board of Directors.
3. ~~Amounts of one thousand (\$1,000.00) dollars but less than two thousand (\$2,000.00) dollars for any one purpose when approved by a majority of the Board of Directors.~~
4. ~~Amounts~~ Expenditures of ~~two~~ more than three thousand (\$~~2,000.00~~ 3,000.00) dollars ~~or more shall~~ be approved by the Membership as require the followings:

~~An announcement of~~ Notice of the Membership Meeting identifying the proposed expenditure shall be posted on the bulletin board ~~two (2) weeks~~ fourteen (14) days prior to the Civic meeting.

Notice of the proposed expenditure ~~to be~~ may also be published in the monthly Reporter prior to the Civic meeting.

~~Approval of the~~ Such expenditure shall be approved by a majority ~~vote of the membership of the Members present at the Civic/Membership meeting at which a quorum has been established.~~

- ~~5.~~ 4. Two (2) signatures required on all checks of ~~two hundred (\$200.00) dollars or more,~~ whether for Maintenance or Civic purpose.
- ~~6.~~ 5. All large contracts in the amount of ~~one~~ three thousand (\$~~1,000.00~~ 3,000.00) dollars or more, whether for Maintenance or Civic purposes, require at least 3 bids.
- ~~7.~~ 6. Emergency repairs, as determined by the Board in its discretion, are exempt from the aforementioned and only require Board of Directors approval.
- ~~8.~~ 7. Contracted or salaried employees of Mainlands Section Four cannot be officers or board members in Mainlands Section Four Civic and Recreation Association.
- ~~9.~~ 8. Contracted or Paid employees shall not have voting rights which pertain to their contract.

ARTICLE IV - COMMITTEES

A. Standing Committees - The following primary committees ~~shall~~ may be established and the ~~chairman~~ Chairperson of such committees shall be as set forth in ARTICLE II, ~~paragraphs B, E, F, G and H.~~

- | | |
|--------------------------|------------------------------|
| 1. By-laws | 6. <u>Publicity/Sunshine</u> |
| 2. Rules and Regulations | 7. <u>Violations/Fines</u> |
| 3. Maintenance | 8. <u>New Residents</u> |
| 4. House | 9. <u>Website</u> |
| 5. Social and Recreation | 10. <u>Finance Committee</u> |

The ~~chairmen~~ Chairperson of the foregoing committees may, with the approval of the Board of Directors, designate members to serve on such committees, as well as ~~chairmen~~ Chairperson and members of sub-committees.

B. Auditing Committee - At the November meeting, the President shall appoint a ~~chairman~~ Chairperson and members of an Auditing Committee, which committee shall ~~audit~~ inspect the books and records of the Association annually and render its written report to the membership at the ~~January~~ February meeting. Interim ~~audits~~ inspections may be made at the request of the Board of Directors.

C. Nominating Committee - The President shall, no later than the September meeting, appoint a nominating committee consisting of not less than three members. The committee shall select nominees for each office and the Board of Directors (ARTICLE I, Paragraph A) and obtain their consent for presentation of their names for nomination at the November meeting. Each nominee ~~shall be in residence at least six months of the calendar year meet the eligibility requirements of ARTICLE I, SECTION A.~~ Each nominee must agree to be present when his name is presented at the November meeting or provide the committee with his written consent if he is unable to attend in person. The nominating committee shall present a written report at the November meeting and a copy of the committee's slate shall be posted on the clubhouse bulletin board two weeks prior to the November meeting.

D. ~~Civic Committee - The President shall appoint a civic committee to keep him and the Board informed on civic matters. The committee shall consist of not less than three members to assure coverage of all local and state activities as relate to the Association.~~ Finance Committee - Shall be comprised of the President, Vice President, Secretary and Treasurer of Civic and Treasurer of Maintenance Payables. This Committee is responsible for the handling all of the movement of the reserve, savings, certificate(s) of deposit, contingency and capital improvement accounts.

E. Bazaar Committee - Not later than March of each calendar year, the ~~President~~ Social/Recreation Chairperson shall appoint a general ~~chairman~~ Chairperson, ~~preferably a woman,~~ to supervise the Association's annual bazaar. The bazaar ~~chairman~~ person shall have full responsibility for this activity and shall submit a written report at the first Association meeting following the bazaar. The ~~chairman~~ Chairperson shall appoint a treasurer to receive and disburse all funds received from any bazaar-connected fund-raising activity. ~~A separate checking account shall be established, and signatures of the treasurer and chairman shall be required on all checks.~~ At the close of the bazaar all funds shall be turned over to the

Association's Civic Treasurer, with each party satisfied as to the net proceeds, ~~and the special account shall then be closed out.~~

- F. ~~Helping Hands Committee – The President shall appoint a chairperson to be responsible for the Association's contributions to needy persons or charitable organizations in Broward County. "Organizations" is defined as those not connected with national or state programs that receive regular contributions from established budgets.~~
Violations and Fining Committees – Are governed by Florida Statute 720.305 – Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights.
- G. Website Committee – Shall be comprised of appointees made by the Board of Directors.
- H. New Residents Committee - The Board of Directors shall appoint the New Residents Committee made up of the President, Secretary, Publicity Chairperson and one or two members of the homeowners' association.
1. It is the responsibility of the Chairperson to provide the appropriate Application forms to the representative of the buyer(s) after having received a copy of the executed contract to sell or rent a home in Mainlands Section Four.
 2. After having received the completed, signed original application package along with the applicable payment, and the applicant(s) have been approved by the Committee, an orientation meeting shall be set up for the Committee to meet the applicant(s).
 3. The New Residents Committee shall not meet nor communicate with the prospective buyer, additional occupant or renter prior to the completion of the application process. All communication shall be through the owner/seller/landlord or his/her/their real estate agent or representative. The sellers are responsible for providing the Deed Restrictions, By Laws and Rules and Regulations to the buyers at or before the signing of the Contract for sale.
 4. The New Residents Committee shall meet once per week on Wednesday mornings between the hours of 9:00 AM and 12 Noon, or on such other day and time as the Committee may determine in its discretion from time to time, which must be once per week and on the same day of the week and time.
- I. Special Committees - The President may appoint a ~~chairman~~ Chairperson and members of special committees for any Association purpose for such period within the calendar year as he/she shall decide. Such appointments shall be ~~concurred in~~ confirmed by the Board of Directors. When the term of office is concluded for any elective office, all committees or appointments under that office shall ~~may~~ be terminated at the same time.

ARTICLE VI – ASSOCIATIONS CIVIC MEMBERSHIP MEETINGS

A. Regular meetings shall be:

1. Held on the third Wednesday of each month, or on such other date and at such time and location as determined by the Board of Directors from time to time ~~except that another date may be set by the Board of Directors to avoid conflict with special occasions or holidays.~~
2. ~~Open for business by the President only when a quorum of 35 members are present.~~
3. ~~2.~~ Cancelled during the months of June, July and August ~~by a majority of the Board of Directors~~ if there is no business to be transacted during this period which would require action of the membership.

B. Special meetings shall be:

1. Called by the President as he/she may direct or upon request to the Secretary by ~~four~~ six (6) members of the Board of Directors or twelve (12) by at least ten (10%) percent of the members Members of the Association.
2. Limited to the subject for which the meeting was called, unless a motion to suspend the rules to consider another specific subject is carried by a two-thirds affirmative vote of the members present and voting.

C. Rules governing the conduct of all meetings shall, above all, be ~~courtesy~~ courteous, and ~~common sense~~ reasonable and shall comply with “Robert’s Rules of Order, Revised” insofar as they do not conflict with these by-laws, and specifically as follows:

1. Members desiring to discuss any matter shall wait for recognition by the President before addressing the meeting.
2. Members shall not speak on any subject for more than three minutes except by special permission of the President, preferably obtained prior to the meeting.
3. Members shall not be permitted to speak more than once on the same subject except by unanimous consent of the members present or for permissible rebuttal.

D. Annual Meeting: The Annual Meeting of the Membership for purposes of electing Directors/Officers shall be held in November of each year, or on such other date and at such time and location as determined by the Board of Directors in case of an emergency in its discretion, from time to time. At the annual meeting the agenda shall include, but not limited to, announcement of the final approval of the annual budget by the Board of Directors and elections of Directors/Officers of the Association.

E. Unless otherwise provided elsewhere in these Bylaws, notice of the date, time and location of all Membership meetings shall be posted on Community property at least forty-eight (48) hours prior to the meeting.

F. A quorum of the Members at all Membership meetings shall consist of 35 members.

ARTICLE VII - SUGGESTED ORDER OF BUSINESS

- | | | |
|--|--------------------|-------------------------------|
| 1. Prayer | 9. | Social Chairman's Report |
| 2. Pledge of Allegiance to the Flag | 10. | Publicity's Chairman's Report |
| 3. Roll Call of Officers and Directors | 11. | Reports of Special Committees |
| 4. Secretary's Report | 12. | Old Business |
| 5. Treasurer's Report | 13. | New Business |
| 6. Vice-President's Report | 14. | Good of the Order |
| 7. Vice President <u>Chairperson</u> of Maint. Report | 15. 14. | Thank the Hostess(s) |
| 8. House Chairman Report | 16. 15. | Adjournment |

~~At the December meeting the following exceptions shall take place: the President shall make his annual report under item 12, "Old Business", the Auditing Committee and the Treasurer shall make their annual reports under item 5, "Treasurer's Report", and the new officers and directors shall be sworn in and installed under item 13, "New Business". The new directorate shall then assume the duties of their respective offices.~~

ARTICLE VIII - ELECTION OF OFFICERS AND DIRECTORS

- A. Elections shall be held at the Annual Meeting in November meeting or at such other date and at such time and location as determined by the Board of Directors in its discretion, from time to time.
- B. The Nominating Committee shall confirm its list of candidates at the November meeting. Each candidate must meet the qualification requirements set forth in ARTICLE I, Section A of these By Laws in order to be eligible to serve on the Board.
- C. Nominations may be made from the floor at the November meeting only. Proposed nominees must meet the requirements of ARTICLE IV, Section ~~C~~ A.
- D. Motions to close the nominations shall not be entertained or put to a vote until the President is satisfied that no other nominations will be made.
- E. Ballots shall be secret and shall be distributed, collected, counted and tabulated by three (3) electors designated by the President.
- F. If there were no nominations from the floor at the November meeting, the President shall instruct the Secretary to cast one ballot for the unopposed offices at the November meeting.
- G. Results of the balloting shall be announced by the President.
- H. Newly elected officers and directors shall be sworn in at the December Civic meeting, and shall assume their duties at ~~that time~~ the January meeting.

ARTICLE VIII IX - VOTING RIGHTS AND PRIVILEGES

Voting privileges of members shall be limited to one vote per household and may be cast only by written consent, or at a Membership meeting in person by written ballot or by absentee ballot, if requested, and obtained from, and returned to, the Secretary of the Association at least one day prior to the voting date. Absentee ballots that have been timely submitted to the Association shall be considered the presence of the voting interest at a Membership meeting for the purpose of quorum. No member who is not current with the payments of his/her/their maintenance payments shall be allowed to vote. Except for absentee ballots used in connection with the annual election, to be valid all other absentee ballots shall be signed by the voting Member. Persons who shall be renting or Additional Occupants, subject to the Deed Restrictions within the area of Section Four shall have only those rights and privileges which may be granted by the Board of Directors, and under no circumstances, shall they have voting privileges. Voting privileges are governed by Florida Statute 720.305, as amended from time to time.

ARTICLE IX X - CONSTRUCTION

Whenever the masculine form of pronoun is used in these by-laws, it shall be construed to mean the masculine or feminine, singular or plural, wherever the context so requires.

ARTICLE XI I - BY-LAWS IN EFFECT

These by-laws shall supersede and replace any and all previous by-laws of this Association. Proposed amendments to these by-laws may be presented for consideration at a regular or special meeting of members, provided such proposed amendments have been previously reviewed by the Board of Directors and notice shall have been given to the members by posting on the bulletin board of the clubhouse at least 2 weeks prior to the meeting.

ARTICLE XII-AMENDMENT

These Bylaws may be amended by not less than a majority of all the Members.

~~These amended by-laws include amendments approved by the membership at meetings on the following dates:~~

~~October 14, 1980, October 11, 1983, May 14, 1985, March 10, 1987, February 13, 1990, March 12, 1991, January 10, 1995, January 24, 1998, February 9, 1999, March 9, 1999, December 1999, July 9, 2007, January 27, 2009 and November 17, 2010.~~