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DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
RIDGEVIEW LAKE ESTATES NORTH HOME OWNERS ASSOCIATION

THIS DECLARATION is made as of June 30, 1992, by Pasadena Estates, Inc. a Florida corporation, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by Developer, hereinafter called Ridgeview Lake Estates North is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I. DEFINITIONS

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

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

B. "Developer" shall mean and refer to Pasadena Estates, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the Assignee, shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

C. Ridgeview Lake Estates North or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supple-

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mental Declaration under the provisions of Article II hereof, and shall include, but not be limited to, the real property described on Exhibit C.

D. "Lot" shall mean and refer to any lot or other parcel, with any and all improvements thereon, in Ridgeview Lake Estates North, as platted, in the Public Records of Broward County, Florida, on which a residential structure could be constructed, whether or not one has been constructed.

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

F. "Common Area" shall mean all property located within the Property which is designed and intended for the common, non-exclusive use of the Owners; together with the landscaping; and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, walls, streets, sprinkler systems and street lights, if any; but excluding any public utility installations thereon, and all portions of any Property Systems (as defined below) not made Common Area and any other property of Developer not intended to be made Common Area. Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Area of the Property, but such identification shall not be required in order for a portion of the Property to be a Common Area hereunder. The Common Area (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot within the Property has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. The use of the Common Area not designated as roadways for ingress and egress or otherwise designated, shall be restricted to park and

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recreational purposes, or such other purposes as designated by the Association. Common Areas designated as roadways, for ingress and egress or otherwise designated, shall be for the benefit of each Owner and their respective guests, invitees and licensees. All Common Areas may be subject to reasonable rules and regulations from time to time imposed.

G. "Property Systems" shall mean and refer to any and all cable television, telecommunication, security or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot.

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

Section 1. LEGAL DESCRIPTION. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described on Exhibit C attached hereto and made a part hereof. It is presently intended that only the real property described in Exhibit C shall be subject to the Association at this time. The Developer has the right, but not the obligation, to add or withdraw real property subject to this Declaration.

Section 2. PLATTING AND SUBDIVISION RESTRICTIONS. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions, and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property.

Section 3. ADDITION OR WITHDRAWAL OF LAND. The Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands or withdraw at any time or from time to time portions of the Property, provided only that (a) any lands from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of it shall, at the time of addition to the scheme of this Declaration, be platted for, among other things, single family residential Lot(s), (c) upon addition of any lands to the scheme of this Declaration, the owners of property therein (other than the

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Association) shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses, and (d) neither the addition nor withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Broward County, Florida, a Supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of land in the Property.

### III. PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a non-exclusive right of use and an easement of enjoyment in and to the Common Area for the intended use and enjoyment thereof in common with all other Owners, their tenants, agents and invitees, subject to the following:

- (a) The right of the Association to take such steps as are reasonably necessary to protect the Common Area;
- (b) All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and By Laws of the Association;
- (c) Rules and regulations governing use and enjoyment of the Common Areas from time to time adopted by the Association;
- (d) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.
- (e) The right of the Association to suspend voting rights and right of use of recreational portions of the Common Area by an Owner during any period in which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the restrictions set forth herein or in the Association's rules and regulations.
- (f) The right of the Developer and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas as well as any easements designated by any plat or by and

pursuant to the terms of any recorded instrument as contemplated by this Declaration.

**Section 2. EASEMENTS APPURTENANT.** The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

**Section 3. UTILITY AND PROPERTY SYSTEMS EASEMENTS.** Public utilities may be installed underground in the Common Area when necessary for the service of the Property or additional lands which Developer holds, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration. The Developer shall have a perpetual easement over, upon and under the Common Area and the unimproved portion of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Property Systems and utilities.

**Section 4. PUBLIC EASEMENTS.** Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

**Section 5. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS.** If any other building or improvement on a Lot shall encroach upon any portion of the Common Area, another Lot or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of Developer or any other Owner of such improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

**Section 6. ADDITIONAL EASEMENT.** Developer (during any period in which the Developer has any ownership interest in the Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television and other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

**Section 7. ASSOCIATION EASEMENTS.** For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after

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reasonable notice to the Owner, to enter upon any Lot at reasonable hours. In the event of an emergency, such right of entry shall exist without notice. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the Association's maintenance obligations. In addition, the Owner of the adjoining property (not within the Property) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform its duties. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance. In the event an Owner is on vacation and/or will not be present to permit entry onto his Lot for the exterior maintenance aforementioned, said Owner shall deposit his gate key with the Association to permit entry thereon.

**Section 8. COMMON IRRIGATION SYSTEM.** The Property will have an irrigation system serving the Common Area which will be separately metered. The Association will be responsible for maintaining such system which will be operated by automatic timer. The Association shall have the right pursuant to Section 7 of this Article to enter onto any part of the Property, including the Lots, to maintain such irrigation system. The costs of operating the system, including but not limited to the costs of restoring any Lot or the Common Area after maintenance of the system, shall be included in the assessments described in Article V of this Declaration.

**Section 9. STREET LIGHTING.** The Association shall have the obligation for maintenance of street lighting poles and fixtures from the date of recording this Declaration or from the date of installation of the street lighting by the Developer, whichever occurs first. The Developer shall be entitled to any rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer. If any rebates or payments are made by Florida Power and Light Company to the Association for reimbursement for the installation fees for the poles and fixtures, such rebates or payments shall be forthwith paid by the Association to Developer.

**Section 10. WATER MANAGEMENT EASEMENT.** The Property is within the jurisdiction of the South Florida Water Management District and Central Broward Drainage District. These Districts have reviewed the water management plan for the drainage and maintenance of water levels at the Property. As a requirement for their approval of the water management plan for the Property, the South Florida Water Management District and Central Broward

Drainage District have required the Association to own and maintain the water management facilities and primary lakes and retention ponds at the Property. The Association shall maintain and operate the water management facilities affecting the Property as part of the Association's regular duties and functions pursuant to this Declaration, the costs of which will be included within the maintenance assessments provided for by this Declaration. In addition, a blanket easement is hereby reserved in favor of the Association for the purpose of controlling the drainage and water management at the Property and for the purpose of effecting the requirements of the South Florida Water Management District and Central Broward Drainage District, from time to time. The provisions of this Section 10 may not be materially amended or modified without the approval and consent of the South Florida Water Management District and Central Broward Drainage District. The approval of the South Florida Water Management District and Central Broward Drainage District will also be required to release all or any part of the Property from the provisions of this Declaration pertaining to water management facilities and drainage. These easements will also run in favor of the successors and assigns of the parties named in this paragraph.

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

Section 1. **MEMBERSHIP.** Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a member of the Association; provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. **CLASSES AND VOTING.** The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

Section 3. **MERGER OR CONSOLIDATION.** Upon a merger or consolidation of any Association referred to herein with any other association, the properties, rights and obligations of such Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation,

change or addition to the covenants established by the Declaration within the Property.

**Section 4. TERMINATION OF THE ASSOCIATION.** In the event of dissolution of the Association for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of the Seventeenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas. Notwithstanding the foregoing, the management and operation of the water management facilities and drainage system affecting the Property shall not be transferred without the approval and consent of the South Florida Water Management District and Central Broward Drainage District.

**Section 5. DISCLAIMER OF LIABILITY OF THE ASSOCIATION.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES, BY LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF; AND

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BROWARD COUNTY AND/OR ANY OTHER GOVERNMENTAL AUTHORITY, OR PREVENTS TORTIOUS ACTIVITIES; AND

(c) THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE

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major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. The Developer, shall only be obligated to pay any deficits in the expenses of the Association until the Developer shall otherwise elect in writing. All such assessments, together with interest thereon from the due date at the highest rate allowed by law and costs of collection thereof (including attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

**Section 2. PURPOSE OF ASSESSMENTS.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Common Area, water management and drainage facilities, sanitary sewer collection facilities, insurance, labor, equipment, materials, fees paid to members of the Architectural Review Board for services rendered, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by the Association. Assessments may also be used to fund reserve accounts for capital expenditures and deferred maintenance; however, the Association may elect to provide for such expenses through nonuniform assessments as described below.

**Section 3. NONUNIFORM ASSESSMENTS.** In addition to the regular and special assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Area (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his guests, tenants and invitees or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any assessment levied under this paragraph shall be due within the time specified by the Board of Directors in the action imposing such assessment.

**Section 4. ANNUAL ASSESSMENTS.** The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be



evidence of payment of any assessment therein stated to have been paid.

**Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION.** The lien of the Association shall be effective from and after recording, in the Public Records of Broward County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the Board may accelerate the remaining installments for assessments for the fiscal year upon notice to the Owner and fifteen (15) days thereafter the balance of the assessments due for the remainder of the fiscal year shall become due. The assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s), in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s) and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees (including fees on appeal) to be fixed by the Court together with the costs of the action.

**Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein made, as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust or other similar mortgagee generally known as an institutional mortgagee, which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage; provided, however, any such Lot shall be liable, following such sale, for a pro rata share of any unpaid assessments







companies performing such work may be selected by the Association in its sole discretion.

Section 5. **ACCESS.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice, as under the circumstances, is practically affordable.

## VII. ARCHITECTURAL CONTROL

Section 1. **NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL.** No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, statue, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot nor shall any addition, demolition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit D, as the same may from time to time be amended. It shall be the burden of each Owner to supply completed plans and specifications to the Association's Architectural Review Board, as defined below (the "ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the Association or ARB thereof to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted. Provided however, the Developer shall be exempt from review and approval with respect to any Property it may own, from time to time. Provided further, the review and approval rights as contained herein are intended to control aesthetics and the maintenance of community standards, not to insure compliance with any contract, Code, ordinance, rule, regulation or law. Each Owner expressly acknowledges that the Developer, Association and the ARB shall incur no liability, express or implied, with respect to conformance with any contract, Code, ordinance, rule, regulation or law.

Section 2. **ARCHITECTURAL REVIEW BOARD.** The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be

Members of the Association. The Association may pay members of the ARB reasonable fees for their services. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Lot in the Property. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Lot in the Property shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one (1) or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer so long as the Developer owns at least one (1) Lot in the Property.

**Section 3. POWERS AND DUTIES OF THE ARB.** The ARB shall have the following powers and duties:

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

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, and a complete color palette, if applicable, for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer,

drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in the Property, signed by the Owner of the Lot and contract vendee, if any. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The ARB shall review and evaluate all submissions and shall, within forty-five (45) days after receipt of such application and all additional information required, either approve or disapprove, or approve in part or disapprove in part, the application for approval. Failure of the ARB to approve or disapprove within forty-five (45) days after receipt of all such materials shall be deemed approval thereof. No work shall proceed except in strict compliance with the approval requirements by the ARB set forth herein, and any improvements or work performed without such approval may be required to be removed by the Board. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within forty-five (45) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash not to exceed \$100.00, at the time that plans and specifications are submitted to the ARB.





properly posted shall be conclusive evidence of proper posting.

Section 5. **TREES.** No tree or shrub, the trunk of which exceeds four inches (4") in diameter shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6. **AUTOMOBILE STORAGE AREA.** No carports shall be permitted unless approved by the ARB.

Section 7. **CLOTHES DRYING AREA.** Any portion of any Lot used as a drying or hanging area for laundry of any kind shall be screened from view of adjoining Lots and roadways by proper landscaping.

Section 8. **NUISANCES.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decisions shall be dispositive of such dispute or question.

Section 9. **SIGNS.** No signs advertising or notice of any kind shall be displayed to the public view on any Lot without the prior written consent of the Association, except that the Developer may place signs advertising the Property for sale on any portion of the property owned by the Developer or the Association as long as the Developer owns at least one (1) Lot. One (1) of the following signs may be placed on a Lot without prior written consent of the Association: (a) one (1) professionally prepared sign of not more than one and one-half (1 1/2) square feet used to indicate the name of the resident and street number of the Lot; or (b) one professionally prepared sign of not more than one and one-half (1 1/2) square feet advertising the property for sale or for rent; or (c) one professionally prepared sign of not more than one and one-half (1 1/2) square feet approved by the Association in writing indicating names of builders, lenders or architects.

Section 10. **IRRIGATION.** All Lots will be required to use individual wells and pumps to provide water for lawn sprinkler systems, if any. Lots bordering lakes may use lake water for irrigation purposes. Any irrigation from non-potable water sources shall be installed and maintained with filters to avoid staining.

Section 11. **POOLS.** All pools shall be adequately maintained and chlorinated. No pools, spas, hot tubs or similar improvements

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nor the diving boards, slides or platforms which may service the same shall be permitted without ARB approval.

Section 12. **LIGHTING.** No lighting shall be permitted which alters the residential character of the Property, or without the approval of the ARB.

Section 13. **PETS, LIVESTOCK AND POULTRY.** No animals, reptiles, insects, wildlife, livestock or poultry of any kind shall be raised, bred, kept or stabled on any Lot, except that up to three (3) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. All pets are to be kept in an enclosed or fenced area or on a leash at all times. No dogs or other pets shall be permitted to have excretions on any Common Area, except areas that may be designated by the Association, and Owners shall be responsible to clean-up any improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (householdtype) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

Section 14. **GARBAGE AND TRASH DISPOSAL.** No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or Association for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be of the size and design approved by the franchised garbage removal utility for the property. Such containers shall be placed out for collection at the times and in accordance with the requirements of the franchised garbage removal utility for the Property and all containers shall be returned to enclosed or other approved areas promptly after pickup.

Section 15. **FENCES AND WALLS.** No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally or hereafter installed by Developer or its affiliates, and except as approved by the ARB. The Developer or its affiliate shall cause to be erected on waterfront Lots a chain link fence not less than 4 feet high which will be constructed parallel to, and approximately 30 feet inside of the front lot line of the respective Lot, and which will abut each side of the house and will abut a similar type fence on the adjoining Lot, and which fence will contain a minimum of one gate per Lot on the garage side of the house, the intent being to

prevent unauthorized persons from gaining access to the waterways from the street. The Owner shall maintain said fence and gate so as to accomplish the purpose of this covenant.

In addition to the foregoing requirement of approval, any Owner installing a fence along the boundary line of his Lot shall be responsible for the maintenance of both sides of such fence and, to the extent necessary, shall have, and is hereby granted, a three (3) foot wide easement over the immediately adjacent property for such purpose.

Developer hereby reserves the right, and is hereby granted the right from time to time to establish one or more perpetual easements pursuant to the terms of a recorded instrument, to install and maintain one or more fences, walls, berms, signage and landscaping, or any of them, within the rear and side setback areas of Lots and within Common Areas, all at its sole option. Any such fence, wall, berm, signage and landscaping, if any, once installed by Developer, shall be deemed a Common Area hereunder for purposes of maintenance by the Association and the Association shall have, and therefore is hereby granted, an easement over all applicable Lots for such purposes.

Section 16. **SOLAR COLLECTORS.** No solar collection panels shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property without the prior written consent of the Association and ARB. Such solar collection panels, if permitted, shall not be visible from any dedicated street.

Section 17. **WINDOW COVERINGS.** No window or door in a residential structure shall be covered with aluminum foil, newspaper or other unsightly material which is visible from outside the residential structure. Drapes, shutters, shades, sun filter screens and other materials commonly used in residential buildings are permitted if not unsightly.

Section 18. **RECREATIONAL FACILITIES.** All basketball backboards and play structures to be constructed upon a Lot shall be approved in writing by the Association and shall be located at the rear of a Lot behind the residential structure, and, in the case of a corner Lot, shall be located in the portion of the Lot furthest from the side street. No doghouse, playhouse, tree house or structure of a similar kind and nature shall be constructed on any part of a Lot in front of the rear line of the residential structure constructed thereon and no such structure shall be constructed without the prior written approve of the ARB.

Section 19. **MISCELLANEOUS.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any

Lot or on any area between a Lot and an adjacent roadway, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles, debris or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. During any construction or maintenance on the Lot, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. All garden equipment, bicycles and other equipment shall not be visible from the street and shall be stored in the garage or in another approved enclosure on each Lot.

**Section 20. COMPLIANCE BY OWNERS.** Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

**Section 21. ENFORCEMENT.** Failure of an Owner to comply with such restrictions, covenants or rules and regulations within fifteen (15) days of written notification by the Association, shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas (except for legal access) of defaulting Owners for a period not to exceed sixty (60) days, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a suspension should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a suspension should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 22. **FINES.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) **Amounts:** The Board of Directors (if its findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) **Payment of Fines:** Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(e) **Collection of Fines:** Fines shall be treated as assessments for the purposes of enforcing the collection thereof.



Section 2. SECURITY SERVICES. Developer, the Association or their successors or assigns or franchisees and the cable telecommunications system operator, may enter into contracts for the provision of security services through the central telecommunications systems. DEVELOPER, OR THE ASSOCIATION AND THEIR FRANCHISEES, AND THE CABLE TELECOMMUNICATION SYSTEM OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE CENTRAL TELECOMMUNICATIONS SYSTEM ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR THE ASSOCIATION AND THE CABLE SYSTEM OPERATOR WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may approximately result from a failure on the part of a security service provider to perform any of its obligations with respect to Security services, and therefore every Owner or occupant of Property receiving security services through the central telecommunication system agrees that Developer and the Association or any successor, assign or franchisee of Developer or the Association and the cable telecommunications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged, equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any of the Developer and the Association, or any franchisee of Developer or the Association and the cable system operator or their successors or assigns, for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, the Association or any franchisee, successor or assign of the Developer, the Association or the cable system operator. Further, in no event will Developer, the Association, the cable system operator or their successors or

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Section 3. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. **CONFLICT.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By Laws of the Association and in the event of a conflict between the Articles of Incorporation and the By-Laws of the Association, the Articles shall take precedence over the By-Laws.

Section 6. **EFFECTIVE DATE.** This Declaration shall become effective upon recordation of this Declaration in the Public Records of Broward County, Florida.

Section 7. **AMENDMENT.** This Declaration may be amended from time to time upon the execution and recordation of an instrument signed by the President and Secretary of the Association upon approval (a) by the Developer without the joinder or consent of any other person or entity, for so long as the Developer owns any Lot, or (b) by Owners holding not less than two-thirds (2/3) of the voting interests of the membership; provided, however, so long as Developer is the Owner of any Lot, or any Property affected by this Declaration (or by amendment hereto) or a Director of the Association appointed by the Developer is a member of the Board of Directors, no amendment will be effective without Developer's express written joinder and consent. Provided further, no amendment affecting the surface water management system, including the water management portion of the Common Area, shall be effective without the approval of the South Florida Water Management District and Central Broward Drainage District. Notwithstanding the foregoing, the Developer, its successors and assigns, reserve the right to amend this Declaration without the joinder or consent of any party, to correct a scrivener's error, to make changes as may be required or advisable due to law, ordinance or regulation or to make changes as may be advisable to facilitate sales or financings of the Property or Lots.

Section 8. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 9. COVENANT RUNNING WITH THE LAND. These covenants and restrictions shall run with the Property and the title of the Lots.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed the day and year first above written.

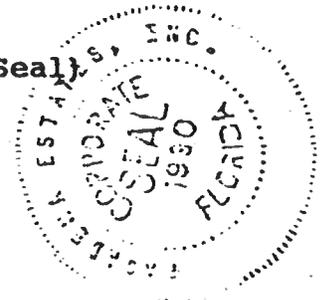
Pasadena Estates, Inc., a Florida corporation

By: Lawrence J. Cott  
Lawrence J. Cott, Vice President

Jamie L. Keck  
Jamie L. Keck  
(print name)

Debra M. Cote  
Debra M. Cote  
(print name)

(Corporate Seal)



STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF BROWARD    )

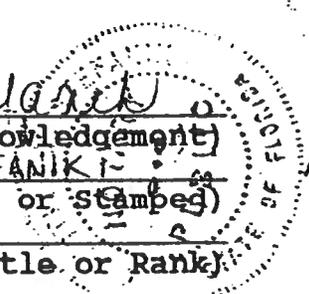
The foregoing instrument was acknowledged before me this JUNE 30, 1992 by LAWRENCE J. COTT, as Vice President of Pasadena Estates, Inc., a Florida corporation, on behalf of the corporation. He is (X) personally known to me or ( ) has produced \_\_\_\_\_ as identification and did/did not take an oath.

Christine M. Stefaniki  
(Signature of Person Taking Acknowledgement)

CHRISTINE M. STEFANIKI  
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT. 24, 1995  
BONDED THRU GENERAL INS. UND.





**EXHIBIT "A"**

**ARTICLES OF INCORPORATION  
OF  
RIDGEVIEW LAKE ESTATES NORTH HOME OWNERS  
ASSOCIATION, INC.**

**(A CORPORATION NOT FOR PROFIT)**

**I. NAME**

The name of this nonstock corporation shall be RIDGEVIEW LAKE ESTATES NORTH HOME OWNERS ASSOCIATION, INC. (the "Association"), sometimes hereinafter referred to as the "Association".

**II. PURPOSES**

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

1. To promote the health, safety and social welfare of the Owners of Property within that said residential area referred to as Ridgeview Lake Estates North and described in the Declaration of Covenants and Restrictions for Ridgeview Lake Estates North Home Owners Association executed contemporaneously herewith by Pasadena Estates, Inc. and to be recorded in the Public Records of Broward County, Florida.

2. To own and maintain, repair and replace the general and/or Common Area, park, sidewalks and/or access paths, streets and other Common Area structures, landscaping and other improvements in and/or benefiting the property for which the obligation to maintain and repair has been delegated and accepted.

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

4. To insure compliance with the Master Land Use Plan under the Planned Unit Development Ordinances of Broward County, Florida, applicable to the Property.

5. To provide or provide for such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto.

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6. To operate without profit for the benefit of its members.
7. To insure compliance with the requirements of the South Florida Water Management District and Central Broward Drainage District in connection with the water management and drainage facilities serving the Property.
8. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

### III. GENERAL POWERS

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

1. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, by laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers where such is deemed in the interest of the Association.
4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
5. To fix assessments to be levied against Lots within the Property and the cost of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.
6. To charge recipients for services rendered by the Association and the user for use of Association Property where such is deemed appropriate by the Board of Directors of the Association.

7. To pay taxes and other charges, if any, on or against the Common Area or accepted by the Association.

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

9. Maintain, repair, replace, operate and manage the Association properties, including but not limited to the common irrigation system, and the Surface Water Management System as authorized by the South Florida Water Management District and Central Broward Drainage District, including all retention areas, culverts and related appurtenances, if any, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties.

10. To join any elective association or partnership; provided, however, for so long as Developer owns any Lot within the Property, the Developer shall appoint any representative(s) to such elective association or partnership. After Developer no longer owns any Lot within the Property, representative(s) shall be designated by vote of the Board of Directors.

#### IV. MEMBERS

1. The Members shall consist of the Lot Owners in the Property and all such Owners shall be Members of the Association. There shall be two (2) classes of members, as follows:

A. **CLASS A MEMBERS.** Class A Members shall be all Lot Owners other than the Class B Member. Owners of Lots shall automatically become Class A Members upon purchase of such Lots.

B. **CLASS B MEMBERS.** The Class B Member shall be Pasadena Estates, Inc., a Florida corporation, or its designee, successor or assignee as Developer of the Property.

2. "Developer", "Owner", "Lot" and any other defined terms used herein, and elsewhere in the Articles are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Ridgeview Lake Estates North Home Owners Association.

3. The Property consists of that certain real property situated in Broward County, Florida, described on Exhibit "C" attached hereto and made a part hereof.

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## V. VOTING AND ASSESSMENTS

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for Membership. When one or more persons hold such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for the Property or By Laws, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

2. The Developer shall have the right (but not the obligation) to appoint a majority of the Board of Directors so long as it owns at least one (1) Lot in the Property.

3. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration of Covenants and restrictions for the Property, as supplemented by the provisions of the Articles and By Laws of the Association relating thereto.

## VI. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. So long as the Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be Members of the Association and need not be residents of the State of Florida. The Class B Member shall elect all three (3) Directors to serve on the initial Board of Directors for terms of one (1) year each. At the first annual election to the Board of Directors, thereafter, the Developer will appoint two (2) Directors to serve for terms of one (1) year each and the Class A Members shall elect one (1) Member of the Board of Directors, who shall serve for a term of one (1) year. As additional Directors are elected by the Class A Members, the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Director(s) to serve for term(s) of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for one (1) year expiring at the next annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. Any Director

appointed by the Class B Member shall serve at the pleasure of the Class B Member and may not be removed except by action of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by the Class B Member.

2. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the Members to be held in the year 1993 and until their successors are elected or appointed and have qualified, are as follows:

Lawrence J. Cott  
1870 S.W. 101 Avenue  
Davie, Florida 33324

Corinne M. Cott  
1870 S.W. 101 Avenue  
Davie, Florida 33324

Robert B. Miller  
1870 S.W. 101 Avenue  
Davie, Florida 33324

#### VII. OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1993 and until their successors are duly elected and qualified are:

President -	Lawrence J. Cott
Vice President -	Robert B. Miller
Secretary -	Corinne M. Cott
Treasurer -	Corinne M. Cott

#### VIII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### IX. BY LAWS

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

**X. AMENDMENT TO ARTICLES OF INCORPORATION AND BY LAWS**

These Articles and By Laws may be altered, amended or repealed by vote of a majority of the Board of Directors. No amendment affecting Pasadena Estates, Inc., or its successors or assigns as Developer of the Property shall be effective without the prior written consent of said Pasadena Estates, Inc., or its successors or assigns, as Developer.

**XI. SUBSCRIBER**

The name and address of the subscriber is as follows:

Lawrence J. Cott  
1870 S.W. 101 Avenue  
Davie, Florida 33324

**XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS**

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

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of no lo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

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B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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

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

**XIII. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

1. No contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which

authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

#### XIV. DISSOLUTION OR MERGER OF THE ASSOCIATION

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

A. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

B. Dedication to Broward County, Florida, or its successor, of the Common Areas, as defined in the Declaration of Covenants and Restrictions for the Property, which shall be effective without the prior written consent of said County or its successor.

C. Remaining assets shall be distributed among the members as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

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

3. In the event that the Association is dissolved for any reason whatsoever, title to the surface water management system, if any, shall be transferred to either a governmental unit or other non-profit organization which will provide for the continued operation and maintenance of the surface water management system.

4. The Association may be merged into another not for profit corporation upon a resolution to that effect being recommended by

three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of merger, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.051 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's Members. Provided however, no merger shall be effective without the consent of the Developer for so long as it has the right to appoint any Director to the Board of the Association which consent may be withheld for any reason whatsoever.

XV. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office is 1870 S.W. 101 Avenue, Davie, Florida 33324, and the initial registered agent at such address is Lawrence J. Cott.

IN WITNESS WHEREOF, the said subscriber has hereunto set his hand and seal this 30 day of JUNE, 1992.

WITNESSES:

James L. Keck James L. Keck Lawrence J. Cott  
(print name) LAWRENCE J. COTT  
Debra M. Cote Debra M. Cote  
(print name)

STATE OF FLORIDA )  
) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this JUNE 30, 1992 by Lawrence J. Cott, who is (X) personally known to me or ( ) who has produced \_\_\_\_\_ as identification and who (did/did not) take an oath.

Christine M. Stefanski  
(Signature of Person Taking Acknowledgement)  
CHRISTINE M. STEFANSKI  
(Name of Acknowledger Typed, Printed or Stamped)  
\_\_\_\_\_  
(Title or Rank)

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT. 24, 1995  
BONDED THROUGH GENERAL INS. LTD.

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON  
WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

First, that Ridgeview Lake Estates North Home Owners Association, Inc., desiring to organize under the laws of the State of Florida with its principal office at 1870 S.W. 101 Avenue, Davie, County of Broward, State of Florida, the corporation named in the attached Articles has named Lawrence J. Cott, whose address is 1870 S.W. 101 Avenue, Davie, 33324, County of Broward, State of Florida, as its statutory registered agent.

Second, having been named statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 30 day of JUNE, 1992.



\_\_\_\_\_  
Lawrence J. Cott,  
Registered Agent

BK2063JRGUUCJ

**EXHIBIT "B"**

**BY LAWS**

**OF**

**RIDGEVIEW LAKE ESTATES HOME NORTH OWNERS ASSOCIATION, INC.**

**I. DEFINITIONS**

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Ridgeview Lake Estates North Home Owners Association (the "Property") shall be used herein with the same meanings as in said Declaration.

**II. LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association shall be located at 1870 S.W. 101 Avenue, Davie, Florida 33324, or at such other place as may be established by resolution of the Board of Directors of the Association.

**III. VOTING RIGHTS AND ASSESSMENTS**

1. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any Property subject to the Declaration, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or other property which is subject to assessment. A majority of the Members entitled to vote at a meeting shall constitute a quorum for such meeting, and, unless provided otherwise herein or in the Articles of Incorporation, the action of a majority of Members present at a meeting at which a quorum is present shall constitute the action of the membership.

2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for the Property and shall result in the suspension of voting privileges during any period of such non-payment.

3. The annual meeting of the Members of the Association shall be held on the second Tuesday in February of each year or such other date and time determined by the Board of Directors for

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the purpose of electing Directors and transacting any other business that may be transacted by the Members; provided, however, that if that day is a legal holiday the annual meeting shall be held on the next secular day. The annual meeting shall be held at a time and place within Broward County, Florida, as the Board of Directors shall designate.

#### IV. BOARD OF DIRECTORS

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

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

#### V. ELECTION OF DIRECTORS

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

2. Developer shall within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such meeting date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominee shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed for the annual meeting.

4. All elections to the Board of Directors shall be made on written ballots to be voted at the annual meeting, or at the direction of the Board of Directors, by mail thirty (30) days prior to the annual meeting, which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Each member may, in respect to each vacancy on the Board, cast one (1) vote.

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

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

1. The Board of Directors shall have power:

A. To call meetings of the Members.

B. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By Laws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

D. To appoint committees, adopt and publish rules and regulations governing the use of the Common Area or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

F. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration of

Covenants for the Property or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:
  - A. To cause to be kept a complete record of all of its acts and corporate affairs.
  - B. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
  - C. With reference to assessments of the Association:
    - (1) To fix the amount of the assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period;
    - (2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and
    - (3) To send written notice of each assessment to every Member subject thereto.
  - D. To issue or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.
  - E. To use the working capital fund, if any, for the use and benefit of Association.

#### VII. DIRECTORS AND MEETINGS

1. The annual meeting of the Board of Directors shall be held on the second Tuesday in February of each year at the principal office of the Association, unless some other time and/or place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meeting is hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first (1st) day following which is not a holiday, and no notice thereof need be given.

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

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

#### VIII. OFFICERS

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

2. Except for officers appointed by the Developer, no officer shall succeed himself/herself to a successive term in office.

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

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

5. All officers shall hold office at the pleasure of the Board of Directors.

6. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

7. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The

Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

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

9. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not be, a required signatory on checks and notes of the Association.

10. The Treasurer, or his appointed agent, shall keep proper records of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and annual financial statements, and the budget and financial statements shall be open for inspection upon reasonable request of a Member. Such financial statements shall include a balance sheet, income statement and statement of changes in cash flows.

#### **IX. COMMITTEES**

1. The only standing committee of the Association shall be the Architectural Review Board ("ARB"). The Board of Directors may appoint such other committees as it deems advisable.

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

#### **X. BOOKS AND PAPERS**

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





EXHIBIT "D"

ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants and Restrictions for RIDGEVIEW LAKE ESTATES NORTH HOME OWNERS ASSOCIATION, recorded in the Public Records of Broward County, Florida, provides that Pasadena Estates, Inc. (the "Developer"), a Florida corporation, shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Ridgeview Lake Estates North Home Owners Association provides that the Board of Directors of Ridgeview Lake Estates North Home Owners Association, Inc. (the "Association") on recommendation of said Committee shall adopt and modify or amend from time to time Architectural Planning Criteria for Ridgeview Lake Estates which criteria is to be set forth in writing and made known to all Owners and all prospective owners in Ridgeview Lake Estates.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said Committee by the Declaration of Covenants and Restrictions for Ridgeview Lake Estates North Home Owners Association, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. **BUILDING TYPE.** No building shall be erected, altered, placed or permitted to remain on any Lot, other than one (1) detached single family residence substantially in the same design, material and character as the original building constructed on the Lot by the Developer. No building shall be over 35 feet in height or greater than two stories. No garage, tool or storage room may be constructed separate and apart from the residential dwelling.

A. **Minimum Sizes** Each residential structure constructed upon a Lot shall contain a minimum of 2,000 square feet of livable, air conditioned, enclosed floor area ("Enclosed Floor Area"). Open or screened porches, patios, terraces, balconies and garages shall not be included for the purpose of determining the number of square feet of Enclosed Floor Area.

B. **Garages:** If a garage is constructed on a Lot, it must be an enclosed garage which shall be at least eighteen feet (18') wide by eighteen feet (18') long on the interior and must be adequate for a minimum of two (2) standard sized American automobiles. Garage doors shall be kept closed except when

vehicles or persons enter or leave the garage, so as to preserve the aesthetic appearance of the Property.

C. Subdivision and Lot Size: No lot shall be resubdivided into or any residential structure erected or placed on any Lot having a width of less than one hundred feet (100') between the Lot lines at the rear setback lines or a depth of less than one hundred and thirteen feet (113') provided that a residential structure may be constructed on any Lot as shown on the Plat.

D. Driveway: All Lots shall have a paved driveway of stable, hard surface and permanent construction. Unless prior written approval of the Association is obtained, the driveway shall be concrete or pavers. The driveway shall extend from the garage door to the pavement of the adjacent street. In the event that any portion of the driveway located within a utility easement or within a dedicated right-of-way is damaged or removed as a result of work on the utilities located within such utility easement or dedicated right-of-way, then the Owner of the lot served by such driveway shall promptly repair and replace such damaged portions of his driveway at his expense using materials and design similar to that for the driveway which was damaged unless the prior written consent of the Association is obtained.

2. LAYOUT. No foundation for any building shall be poured, nor shall construction commence until the plan or respect, until the layout for the building is approved by the ARB.

3. EXTERIOR COLOR PLAN. All buildings shall have final approval of all exterior color plans and improvements must submit to the ARB prior to construction and development. Any improvements upon any Lot a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan conforms with the color schemes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for the Lake Estates North.

4. ROOFS. Roof shall be constructed of the same material, design and character as the original roofs of buildings constructed on the Lot by the Developer and must be approved by the ARB.

5. CARPORTS. No carports are permitted.

6. DWELLING QUALITY. The ARB shall have final approval of all exterior building materials. Concrete block shall not be permitted on the exterior of a building or detached structure unless prior approval is obtained from the ARB.

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7. **SIGNS.** No sign, advertising or notice of any kind shall be displayed to the public view on any Lot, without the prior written consent of the Association, except that the Developer may place signs advertising the Property for sale on any portion of the Property owned by the Developer or the Association as long as the Developer owns at least one (1) Lot. One (1) of the following signs may be placed on a Lot without prior written consent of the Association: (a) one professionally prepared sign of not more than one and one-half (1 1/2) square feet used to indicate the name of the resident and street number of the Lot; or (b) one professionally prepared sign of not more than one and one-half (1 1/2) square feet advertising the property for sale or for rent; or (c) one professionally prepared sign of not more than one and one-half (1 1/2) square feet approved by the Association in writing indicating names of builders, lenders or architects.

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

8. **GAMES AND PLAY STRUCTURES.** No basketball backboards, tennis courts or play structures shall be located on the Lots unless shielded from public view and approved by the ARB.

9. **FENCES AND WALLS.** The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

10. **SWIMMING POOLS.** Any swimming pool, hot tub, jacuzzi, screened enclosure and any lighting not installed by the Developer to be constructed on any Lot shall be subject to the approval of the ARB. No above the ground swimming pools are permitted.

11. **GARBAGE AND TRASH CONTAINERS.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers within the improvements on a Lot, except during pickup, if required, such items may be placed at the curb. All Lots shall be maintained during construction in a neat and nuisance-free condition.

12. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that the Lot may be used as a sales office during the development of the Property or other development by Developer in the same area.

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13. **REMOVAL OF TREES.** No trees of four inches (4") in diameter at one foot (1') above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

14. **WINDOW AIR CONDITIONING UNITS.** No window or wall air conditioning units shall be permitted.

15. **MAILBOXES.** No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot other than that approved by the Developer or the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property Owner, on the request of the ARB, shall replace the boxes or receptacle previously employed for such purpose or purposes with wall receptacles attached to dwellings.

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

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

18. **SETBACKS.** A minimum of a 25 feet front setback and a minimum 15 feet rear setback must be adhered to in the construction of all buildings or any part thereof. The foregoing setbacks are intended to create minimum standards for construction and in the event that the zoning code of The Town of Davie, as it may be modified from time to time, may require setbacks which are in excess of these standards, then the requirements of said zoning code shall supersede the provisions of this paragraph.

19. **LAKEFRONT LOTS.** If the residential structure is located on a lakefront parcel, the Owner is not permitted to build a boat

house, dock building, landing, pier, mooring pile, or boat ramp. However, the Owner is permitted to construct a dock providing its location and dimensions are in accordance with the Town of Davie's Building Code and the requirements of Central Broward Drainage District. Further, no lakefront Lot shall be increased in size by filling in any portion of water on which it abuts. Finally, no boat canal or other waterways shall be dug or excavated into any lakefront Lot. No Lot Owner or invitees, licensee or lessee of such Lot Owner and no other person shall operate any motor driven watercraft upon the lake, except for craft operated by water management agencies and/or contractors.

20. **ARB REPORTS.** The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot owner requesting the same. A copy of the approved plans and specifications signed by the Lot owner and the contract purchaser of the Lot, if any, shall be submitted by the Lot owner with any request for ARB approval. In the event the ARB fails to approve or disapprove plans and specifications within forty-five (45) days of submission thereto, or in any event, if a suit to enjoin the construction has not been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

21. **LOT GRADING.** Each builder at Ridgeview Lake Estates North shall be required to perform final grading of Lots and swale areas in conformance with the requirements by The Town of Davie as evidenced by the approved engineering plans for Ridgeview Lake Estates North on file with the Town of Davie.

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

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**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR RIDGEVIEW LAKE ESTATES NORTH HOME OWNER'S ASSOCIATION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIDGEVIEW LAKE ESTATES NORTH HOME OWNER'S ASSOCIATION, executed this 30<sup>th</sup> day of July, 1993.

**WITNESSETH:**

WHEREAS, there has heretofore been executed a certain Declaration of Covenants and Restrictions for Ridgeview Lake Estates North Home Owner's Association, which Declaration was recorded on May 5, 1993 in Official Records Book 20633, Page 43, of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, the Declaration provides that the Developer shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the Declaration further provides that the Board of Directors of Ridgeview Lake Estates North Home Owner's Association, Inc. (the "Association"), on recommendation of the ARB, shall adopt and modify or amend from time to time the Architectural Planning Criteria for Ridgeview Lakes Estates North; and

WHEREAS, the ARB has heretofore recommended to the Board of Directors of the Association the acceptance of an Architectural Planning Criteria, which Architectural Planning Criteria has been adopted by the Board of Directors of the Association and is attached as Exhibit "D" to the Declaration; and

WHEREAS, the ARB has recommended to the Board of Directors of the Association that the Architectural Planning Criteria be amended as hereinafter more particularly set forth.

NOW, THEREFORE, the Association does hereby certify that the Board of Directors of the Association, upon recommendation of the ARB, has amended the Architectural Planning Criteria by deleting therefrom Paragraph 9 and substituting, in its place and stead, the following:

- "9. FENCES AND WALLS. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB may require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Black vinyl coated chainlink fencing, bronze or white aluminum railing and wood shadow box fencing are not inconsistent with the nature of the community and are permitted, subject to certain restrictions regarding location on certain Lots. The installation of a wood shadow box fence on upgraded water view lots is permitted from the front corner of the house to the adjacent side property lines and along the side property lines toward the rear of the house, provided, however, the fence ends at least one foot short of the rear corners of the house. If the owner desires the fence to continue, only a black vinyl coated chainlink fence or bronze or white

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**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR RIDGEVIEW LAKE ESTATES NORTH HOME OWNER'S ASSOCIATION**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIDGEVIEW LAKE ESTATES NORTH HOME OWNER'S ASSOCIATION, executed this 30<sup>th</sup> day of July, 1993.

**WITNESSETH:**

WHEREAS, a Declaration of Covenants and Restrictions for Ridgeview Lake Estates North Home Owner's Association has heretofore been recorded on May 5, 1993 in Official Records Book 20633, Page 43 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Pasadena Estates, Inc., a Florida corporation (the "Developer") has requested the Ridgeview Lake Estates North Home Owner's Association, Inc. (the "Association") to amend the Declaration as more particularly set forth hereinafter; and

WHEREAS, the Association is willing to amend the Declaration.

NOW, THEREFORE, the Association hereby confirms that it has amended the Declaration by deleting therefrom Article VIII, Section 3 and inserting the following in its place and stead:

"Section 3. ANTENNAE. No aerial or antennae shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in the Property. Aerials and antennae, if any, shall be built into the roof trusses of the home. Satellite dishes and other similar instruments are expressly prohibited, except for "patio umbrella style" satellite dishes, which must be expressly approved by the Architectural Review Board as to design and location."

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

**RIDGEVIEW LAKE ESTATES NORTH  
HOME OWNER'S ASSOCIATION, INC.**

By: Lawrence J. Cott  
Lawrence J. Cott, President

By: Corinne M. Cott  
CORINNE M. COTT, Secretary

(CORPORATE SEAL)

Prepared By: Lawrence J. Cott  
P.O. Box 8789  
Pembroke Pines, Fla. 33084

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STATE OF FLORIDA )  
 )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> of July by LAWRENCE J. COTT, President and CORINNE M. COTT, Secretary of RIDGEVIEW LAKE ESTATES NORTH HOME OWNER'S ASSOCIATION, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and (did/did not) take an oath.

Christine M. Stefanik  
NOTARY PUBLIC STATE OF FLORIDA

CHRISTINE M. STEFANIK  
Print Name

My Commission Expires: OCT. 24, 1995

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT. 24, 1995  
BONDED THRU GENERAL INS. UND.

PREPARED BY:  
SIMON, SCHINDLER & SANDBERG, P.A.  
DAVID L. LAURENCE, ESQUIRE  
2650 BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33137  
TELEPHONE: (305) 576-1300

**RULES AND REGULATIONS OF THE RIDGEVIEW LAKE  
ESTATES NORTH HOME OWNERS ASSOCIATION, INC.**

The Rules and Regulations of the RIDGEVIEW LAKE ESTATES NORTH HOME OWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association"), is made this 17 day of May, 1997.

**WITNESSETH:**

WHEREAS, the Association caused to be filed that certain Declaration of Covenants and Restrictions for the Ridgeview Lakes Estates North Home Owners Association, Inc., which Declaration was recorded on May 5, 1993 in Official Records Book 20633, Page 43, of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, on May 5, 1993, the Association adopted and recorded Bylaws of the Ridgeview Lake Estates North Home Owners Association, Inc. which provides powers and duties of the Board of Directors, more particularly identified in Section VI of the Bylaws; and

WHEREAS, the Declaration further provides the creation of a Committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, on December 16, 1996, pursuant to a referendum of the Association, the Board of Directors adopted various Rules and Regulations.

NOW, THEREFORE, the Association does hereby certify that the Board of Directors of the Association, upon recommendation of the home owners within the Association, adopts the following Rules and Regulations as follows:

1. Garage Sales within the community shall be prohibited.

2. The designated common non-public pet relief areas shall be limited to the front entrance of the community and the pet owner's yard only.
3. The Ridgeview Estates North Home Owners Association shall participate in the Town of Davie Community Crime Watch Program and the Board of Directors are authorized to pay the sum of \$5.00 per year, per house for such participation.
4. The Association documents shall be amended to permit absentee ballots during Home Owners Association elections.
5. The imposition of a late fee of \$20.00 per month shall be imposed on all assessments not paid within thirty (30) days from notification of the assessment.
6. The assessment billing period has been amended from 4 times per year to 2 times per year.
7. The Association documents shall be amended to provide for a procedure to authorize ballot issues for a community referendum by specifically providing that any individual ballot question be placed on the ballot: (i) only if the Board of Directors vote to place the issue on the ballot; or (ii) if five (5) home owners currently residing in the community sign a petition to place the question on the ballot;
8. The Association documents shall be amended to provide for the creation of a mediation committee consisting of three (3) members of the Association to assist home owners in resolving disputes within the Association if all affected parties agree to submit to voluntary mediation.

In the event of any conflict with any other provision within the Declaration of Covenants and Restrictions, Architectural Planning Criteria or Bylaws, the Rules and Regulations identified herein shall be controlling. In all other respects, the Declaration of Covenants and Restrictions, Bylaws and Architectural Planning Criteria is hereby confirmed, ratified and approved and remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Association, through its Board of Directors, has duly executed this document as of the day and year first above written.

RIDGEVIEW LAKE ESTATES NORTH  
HOME OWNERS ASSOCIATION, INC.

By: [Signature]  
Frank Horkey, President

By: [Signature]  
Barbara Deaton, Secretary/Treasurer

Corporate Seal

STATE OF FLORIDA     )  
                                  )     SS:  
COUNTY OF DADE     )

The foregoing instrument was acknowledged before me this 16 day of May, 1997, by Frank Horney, as President of the RIDGEVIEW LAKE ESTATES NORTH HOME OWNERS ASSOCIATION, INC.

Lee Kugel  
NOTARY PUBLIC - STATE OF FLORIDA  
Lee Kugel  
Notary Public, State of Florida.  
(Please Spec. Comm. Stamp Commissioned)  
Name of Notary Public: \_\_\_\_\_  
1-800-1-NOTARY - Fla. Notary Service & Broding Co.  
Personally known  or  
Produced Identification   
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA     )  
                                  )     SS:  
COUNTY OF DADE     )

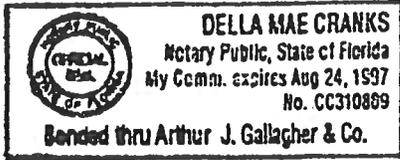
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May 1997.

1997, by Barbara Deaton, as the Secretary/Treasurer of the RIDGEVIEW LAKE ESTATES  
NORTH HOME OWNERS ASSOCIATION, INC.

Della Mae Cranks  
NOTARY PUBLIC - STATE OF FLORIDA

Della Mae Cranks  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally known  or  
Produced Identification   
Type of Identification Produced



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