



HOME OWNER ASSOCIATION DOCUMENTS

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PLAYERS PLACE LAKESIDE**

THIS DOCUMENT contains certain covenants and restrictions made by ROCK ISLAND LAND CORPORATION, a Florida corporation, on _____, 1985. ROCK ISLAND LAND CORPORATION is called the "Developer" in this document.

DEVELOPMENT PLAN

Players Place is a planned unit development (P.U.D.) located in Broward County, Florida. The land plan for the Players Place property now contemplates two (2) fee simple townhome subdivisions. The land plan contemplates public and private streets, recreation and open spaces, sanitary sewer, drainage and water services. Players Place Lakeside is the second subdivision in Players Place containing one hundred seventy-six (176) townhome lots and common properties in Players Place.

At the time of its development, each subdivision and condominium in Players Place will be subjected to certain community requirements. The requirements relating to the recreational facilities to be used in common by all residents of Players Place are contained in a document entitled "Players Place Services Agreement", which is recorded in Official Records Book 12123, page 857, of the public records of Broward County, Florida, as amended from time to time (the "Master Covenants"). The Master Covenants provide for their enforcement by an overall master association. Each owner of a lot or unit in Players Place which has been subjected to the Master Covenants is a member of the master association.

Players Place Lakeside subdivision will be encumbered by both the Master Covenants which will be enforced by the master association and by covenants which pertain only to Players Place Lakeside which will be enforced by a subdivision association.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject Players Place Lakeside, which is described in Exhibit "A", to the covenants and restrictions contained in this document. This document is sometimes referred to as the "Covenants".

Developer declares that Players Place Lakeside shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the public records.

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are for the purpose of protecting the value and desirability of the Subdivision and made for the mutual benefit of each and every owner of a lot in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot and its owner. Each owner, his or her family, friends, guests and invitees shall comply with the provisions of these Covenants while present within this Subdivision.

ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article. The first letter of these words is capitalized when they appear in this document. When a capitalized word is encountered in this document reference should be made to this Article or page 1 of this document for the meaning of the word.

Section 2.1. Assessments. Annual, special, and insurance assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.2. Board of Directors. The Board of Directors of the Subdivision Association.

Prepared by and return to:
LYNCA R. AYCOCK
Kent, Watts & Durden, P.A.
P. O. Box 4700
Fort Lauderdale, Florida 33301

Section 2.3. Common Property. Real or personal property, or interests in real or personal property, which are intended for the common use and benefit of all Owners, including the surface water management system, if any, located in the Subdivision as permitted by the South Florida Water Management District, including culverts and related appurtenances. The Common Property to be deeded to the Subdivision Association at the time of the conveyance of the first Lot is described in Exhibit "B".

Section 2.4. Lot. Each portion of the Subdivision intended to contain one (1) Townhome, regardless of whether a dwelling has been constructed on such Lot. The Lots in Players Place Lakeside are depicted in Exhibit "C". Each Lot will be more particularly described in the deed from Developer to the initial purchaser of the Lot.

Section 2.5. Master Association. Players Place Association, Inc., a Florida not for profit corporation.

Section 2.6. Owner. Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

Section 2.7. Subdivision. This term shall mean all the property known as Players Place Lakeside as described in Exhibit "A".

Section 2.8. Subdivision Association. Players Place Lakeside, Inc., a Florida not for profit corporation.

Section 2.9. Townhome. The dwelling unit constructed on each Lot.

ARTICLE III

SUBDIVISION ASSESSMENTS

Section 3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Lot Owners, landscaping on Lots and Common Property, providing enforcement of the Covenants, and engaging in activities for the mutual benefit of the Owners. All Lot Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of Common Property, liability insurance on Common Property, insurance on Townhomes, street lighting for Subdivision streets and collecting the Assessments payable to the Master Association. The Subdivision Association shall have the right to increase or reduce the services it provides and to add or delete services by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge Assessments against the Lots and their Owners. Each Owner is personally obligated for Assessments which come due during the time such Owner owns the Lot.

Section 3.2. Enforcement of Assessments.

3.2.1. Personal Obligation. Each Owner is personally responsible for Assessments which fall due during the time such Owner owns the Lot. The personal obligation of an Owner for Assessments will not pass to such Owner's successors in title unless assumed by them.

3.2.2. Lien. All Lots are subject to a continuing lien to secure unpaid Assessments due to the Subdivision Association in accordance with the provisions of these Covenants, whether or not the deed to the Lot refers to these Covenants. This continuing lien also secures interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. Notice of the lien will be given by recording a claim of lien in the public records of Broward County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. A claim of lien may be filed against a Lot for unpaid Assessments after conveyance of the Lot. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Lot and whether the Assessment has been paid. A properly executed certificate shall be binding on the Subdivision Association as of the date of its issuance. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid.

Section 3.3. Annual Assessments. The Subdivision Association shall fix the amount and the due date of the annual Assessment, the periods of collection, whether

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annually, semi-annually, quarterly or monthly. Initially, annual Assessments shall be payable in equal monthly installments. The Board shall notify the Owners of each Lot of the amount and the date on which the Assessments are payable and the place of payment. Annual Assessments shall be uniform. The initial annual Assessment for fiscal year 1985 shall be _____ Dollars (\$ _____).

Section 3.4. Date of Commencement of Annual Assessments. The annual Assessment for each Lot shall begin upon conveyance of the Lot to a Class A Member. The first annual Assessment for each Lot shall be made for the balance of the fiscal year of the Subdivision Association. The first annual Assessment shall be due and payable in advance in the installments and at the place established by the Subdivision Association at the time of such conveyance.

Section 3.5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be _____ Dollars (\$ _____) per Lot.

Section 3.6. Special Assessments. The Subdivision Association may levy a special Assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement which exceeds Three Hundred Dollars (\$300.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement or to repair or maintain Townhomes in accordance with Section 8.3 of these Covenants if the special Assessment is approved by a vote of sixty percent (60%) of the Owners of the affected Townhomes.

Section 3.7. Classes of Special Assessments. There are two (2) classes of Lots for Special Assessment purposes:

a. Class I -- All Lots which have a Townhome constructed thereon which has been issued a certificate of occupancy.

b. Class II -- All Lots which are not Class I Lots.

Special Assessments for each Class shall be uniform. Special Assessments for each Class II Lot will be not more than twenty-five percent (25%) of the Assessment for Class I Lots.

Section 3.8. Insurance Assessment. So long as a blanket casualty insurance policy is maintained on the Townhomes, each Lot shall be liable for the prorata cost of insurance applicable to the Townhome constructed on the Lot, as determined by the insurance carrier in a fair and equitable manner. The Board of Directors of the Association shall fix the periods of collection of the insurance Assessment. The Assessment applicable to each Lot will be determined by the type of Townhome constructed on the Lot and will be the same for all Owners of Townhomes of the same type and location. The insurance policy to be provided by the Subdivision Association will not insure Owner improvements to the Townhome, or any personal property. Each Owner will be provided a copy of the master policy to enable such Owner to obtain such additional insurance as such Owner desires. No Owner shall take or fail to take any action that will increase the rate of insurance on any Townhome or the Common Property. The liability for any additional insurance costs to the Subdivision Association by reason of any such action or inaction shall be the sole responsibility of the Owner whose act or actions caused the increase.

Section 3.9. Effect of Non-payment of Assessment: Remedies of the Subdivision Association. Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Subdivision Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No member may waive or otherwise escape liability for Assessments by non-use of Common Property or by abandonment of the Lot owned by such Owner.

Section 3.10. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all Assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the

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lien for Assessments which fall due prior to the date of such sale, transfer or foreclosure, but not for Assessments which fall due after such date.

Section 3.1.1. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to maintain, repair or replace Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1. Right to Use Common Property. Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-residential Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended. This right shall pass with title to the Lot owned by the Owner. Each Owner shall have a right of ingress and egress over the Common Property as needed for access to such Owner's Lot.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the walkways, private roadways and parking areas shown on the Subdivision Site Plan attached to this document as Exhibit "D". The rights are subject to the right of the Developer to install and maintain utility lines and facilities in the private roadways. Ingress may be denied by the Developer to any person who, in the reasonable opinion of the Developer or Subdivision Association may create a disturbance or nuisance on any part of the Players Place community. The Developer shall have the right, but not the obligation, to control all types of traffic on the Common Property, including private roadways and parking areas, including the right to prohibit use of the roadways by traffic or vehicles which in the reasonable opinion of the Developer may result in damage to the private roadways or parking areas. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part of the private roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer, obstruct use by motorists or pedestrians upon any of the private roadways or parking areas. The Developer may relocate or close any part of the private roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.3. Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewers, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plan, as the same may be relocated from time to time, subject to regulations and ordinances of Broward County.

Each Lot Owner, by acceptance of such Owner's deed, grants to Lot Owners of the several adjoining Townhomes the right and easement to install and maintain utility lines and heating or air conditioning lines, electrical and pipes under such Owner's Lot or in and through the Townhome roof and party wall, provided that use of this easement shall not damage or destroy any Lot or Townhome. Any damage to the Lot or Townhome caused by an Owner's use of this easement shall be restored at the expense of such Owner.

Section 4.4. Parking. The Owners of each Lot shall have one (1) designated automobile parking space as near and convenient to the Lot as reasonably possible. The Subdivision Association may assign additional parking spaces for each Lot on a fair and impartial basis or may designate the use of certain parking areas for the exclusive use of a particular group of Lot Owners, as the Subdivision Association deems advisable.

Section 4.5. Common Walls. Each Lot Owner, by acceptance of his deed, grants to each adjoining Lot Owner the right and easement to use the common wall shared by their Townhomes ("party wall") for support, utilities, and any other purpose such adjoining Owner chooses. This right is subject to the condition that the use of the party wall by an Owner shall not injure the wall or impair the right of the adjoining Owner to use the wall. Maintenance of decorative finishes or structures affixed to the party wall shall be the sole responsibility of the Owner affixing the item. Each Owner shall be responsible for any damage he causes to the party wall or another Townhome which is caused by his use of the party wall. If the party wall is destroyed, any Owner who has used the wall may restore it

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and the other adjoining Owner using the wall shall contribute to the cost of restoration in proportion to such use, except as provided in Section 3.11.

Section 4.6. Easements Across Adjacent Residential Lots. As the nature of Townhome development necessitates the entry into adjacent Lots for the purpose of maintaining adjoining Townhomes, each Owner by acceptance of his deed grants to an adjacent Lot Owner, the Subdivision Association, and the Master Association, their agents or employees the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent Townhome or other improvements.

Section 4.7. Easements Across Lots for Walkways. Developer anticipates that all or part of certain common walkways in the Subdivision will be constructed over the Lots. Each Owner grants to the Subdivision Association for the benefit of all Owners an easement over the common walkways within the Subdivision for ingress and egress purposes.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1. Enforcement Rights. The Subdivision Association, its agents, or employees shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants including without limitation the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action brought by the Association to enforce the provisions of these Covenants, the Association shall be entitled to recover its attorneys' fees if it is the prevailing party.

Section 5.2. Other Assessments. Any amounts owed by any Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants or maintaining or repairing Lots or Townhomes shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.3. Common Property Rights. The Subdivision Association shall have the right:

- 1) to adopt reasonable rules and regulations pertaining to the use of the Common Property and Lots, the preservation and maintenance of such property, and the safety and convenience of the Owners;
- 2) to convey or encumber any Common Property if authorized by two-thirds (2/3) of the Class A members and the Class B Member. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer, executed by two-thirds (2/3) of the Class A Members and the Class B Member (until Class B membership terminates), is recorded.
- 3) to grant easements and rights-of-way over the Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Common Property and for the development and improvement of any portion of the Players Place community;
- 4) to assess fines for violation of these Covenants which shall be added to the next installment of the annual Assessment to which the Lot is subject and be enforceable as provided in Article III of these Covenants.

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Section 5.4. Insurance Rights. The Owners recognize that each Townhome shares a party wall or walls with other Townhomes and that individual insurance policies may promote disputes between Owners and insurance carriers. Accordingly, the Subdivision Association shall obtain a blanket casualty insurance policy on all Townhomes in the Subdivision unless the Owners of two-thirds (2/3) of the Lots and all holders of first mortgages on the Lots in the Subdivision by written instrument properly executed, witnessed and acknowledged, elect to have each Owner provide separate insurance coverage on his Lot and Townhome. The casualty policy to be obtained by the Association will be paid for by insurance Assessments from the Owners as provided in Section 3.8.

ARTICLE VI

RIGHTS RESERVED BY DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer over property of the Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 6.2. Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, Developer reserves an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3. Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or into sanitary sewer lines.

Section 6.4. Maintenance Easement. Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 6.5. Developer Rights re: Temporary Structures, Etc. Developer reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of Developer.

Section 6.6. Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Subdivision Common Property.

Section 6.7. Release of Restrictions, Easements. If a Townhome is erected, or the construction of the Townhome is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the Townhome over the Lot line, or on the Common Property or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the Subdivision.

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ARTICLE VII

MASTER ASSOCIATION RIGHTS

Common areas in the Players Place community are maintained by a Master Association. Members of the Master Association are Developer and homeowners in each subdivision and condominium in Players Place. The Master Association for the Players Place community has certain powers, rights and duties with respect to the Subdivision and Players Place which are set forth in its Articles of Incorporation and By-Laws and in the Players Place Services Agreement. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to roadways, drainage facilities, rights-of-way, medians, entranceways, traffic control systems, the lake, greenbelt adjacent to Rock Island Road, and other common areas to be used in common with all residents of Players Place, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the Players Place Services Agreement. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles and By-Laws of the Subdivision Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.1. Duties and Powers of the Subdivision Association. Except for the initial construction of Townhomes and other improvements upon any Lot and improvements to the Common Property by Developer and except as otherwise provided in this document, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY TOWNHOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOT SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUBDIVISION ASSOCIATION. The Subdivision Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device, awning, antenna, satellite dish, decorative building, landscaping plan, landscape device or object, planting or other improvement, change or modification whatsoever and to approve or disapprove any exterior additions, changes, modifications or alterations to the Townhome. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is Developer's intent to protect the community from nuisances and maintain the aesthetic quality, with substantial uniformity, of the Townhomes. The Subdivision Association may adopt additional standards and criteria to effect the purpose of this Section.

Section 8.2. Duties of Subdivision Association. The Subdivision Association shall approve or disapprove the plans for an improvement or modification within thirty (30) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Subdivision Association for approval shall include all plans necessary for construction and shall meet the following standards:

- a. Be not less than 1/8" - 1' scale.
- b. Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification.
- c. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Subdivision Association's satisfaction.

The Subdivision Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Subdivision Association's review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes.

Any landscaping plan changes or alterations submitted to the Subdivision Association shall provide for and include the following items:

1. A landscape scheme;

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2. A list of all plant stock included in the scheme;
3. The size of such stock at the time of planting;

The entire Lot, including that portion of the Lot between the street pavement and the right-of-way line, shall be landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the Subdivision Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

Section 8.3. Maintenance of Townhomes and Lots.

a. Each Lot, Townhome and other improvements on the Lot shall be maintained by the Owner of such Lot, except as provided in this Section 8.3, in a neat and attractive condition. All landscaping, whether on Common Property or areas within the Lot but outside Lot courtyards, will be maintained by the Subdivision Association. The Subdivision Association may, but is not required to, replace trees.

b. Repainting of exterior walls of Townhomes and the exteriors of courtyard fence enclosures shall be done only at the direction of the Subdivision Association at the same time for all Townhomes in any building or phase requiring repainting. The Subdivision Association shall select the color and type of paint, adhering as closely as possible to the original colors.

Each Owner shall be responsible for painting such Owner's Townhome with the approved paint unless the Owners vote to delegate such repainting to the Subdivision Association as provided below.

c. Upon the affirmative vote of sixty percent (60%) of the Owners in the affected Townhomes, repainting and related maintenance of Townhome exteriors and replacement of Townhome roofs, or either of them, shall be delegated to the Subdivision Association. The Subdivision Association shall, in such event, collect a special Assessment for exterior painting and related maintenance of Townhomes and for replacement of Townhome roofs, or either of them as the case may be, as provided in Section 3.6 of the Covenants from the Owners in the affected Townhomes. In the event repainting is delegated to the Subdivision Association, it shall be responsible for the repainting of the Townhome exteriors and courtyard fence enclosures, exclusive of windows. In the event roof replacement is delegated to the Subdivision Association, it shall be responsible for roof replacement.

Upon the affirmative vote of sixty percent (60%) of the Owners, the Subdivision Association may collect a reasonable periodic special Assessment to place in a reserve account for exterior painting and related maintenance of Townhomes and for roof replacement, or either of them.

d. In the event of damage or destruction by fire or other casualty to the Townhome or improvements on any Lot, the Owner or Owners shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed Townhome(s) or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.

Section 8.4. Miscellaneous Use Restrictions.

a. No chain link fences shall be constructed on any Lot. All fences and shrub lines must be approved by the Subdivision Association prior to construction. The Subdivision Association may require that the appearance, composition and color of any fence be consistent with fences around surrounding Townhomes.

b. All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Subdivision Association.

c. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Clotheslines, if any, shall be contained within the courtyard walls. No clothing or cleaning articles shall be hung or displayed on any part of the Lot so that it is visible outside of the Lot.

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d. No animals, except usual household pets, shall be kept on any Lot. The number of animals kept as pets other than fish (i.e., dogs, cats, reptiles) shall not exceed two (2) in any one household. Pets shall be kept only in the Townhome or within the fenced courtyard area. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Lot unless on a leash. Pets will be permitted to relieve themselves only in designated areas. Owners will be required to clean up after any pet that relieves itself in any area other than a designated area.

e. No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.

f. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

g. All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) sign to advertise the property for sale during any sales period. No signs may be nailed or attached to trees. 'For Sale' signs shall not exceed four (4) square feet or be taller than thirty-six inches (36") and in accordance with uniform sign standards adopted by the Association or approved in writing by the Association as to appearance and location.

h. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway 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 the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the appropriate city, county or state official or department.

i. No mailbox or paperbox of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Common Property until the size, location, design and type of material for the box are approved by the Subdivision Association. If the United States mail services involved shall indicate a willingness to make delivery to wall receptacles attached to Townhomes, each Owner, on the request of the Subdivision Association, shall promptly replace the boxes previously employed for such purpose or purposes with wall receptacles attached to Townhomes.

j. No Townhome shall be leased or rented for a period of less than four (4) months without the express written consent of the Association. A copy of the lease on each Townhome shall be delivered to the Association at or before the time the tenant takes possession of the Townhome.

k. Recreational vehicles, motor homes, mobile homes, campers, travel trailers and boats shall not be parked within the Subdivision at any time. Passenger vans not used for living purposes and trucks rated three-quarter (3/4) ton or less shall be permitted within the Subdivision if used by a resident as such resident's regular or usual form of transportation. All other trucks or vans are prohibited within the Subdivision unless the same is present solely for the actual, continuous repair or construction of a Townhome. Repair of vehicles in the Subdivision is prohibited. Vehicles that are inoperable shall be removed from the Subdivision within forty-eight (48) hours of becoming inoperable.

l. Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

m. Drapery or window treatment visible from outside of a Townhome shall be white or beige or other shade or color approved by the Subdivision Association. No sheets or aluminum foil shall be permitted in any window. Solar film may be installed with written consent of the Subdivision Association if it is non-metallic in appearance.

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ARTICLE IX

UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided by Broadview Utilities, Inc., for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by Broadview and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot.

Section 9.2. Sewage System. The central sewage system provided by Broadview Utilities, Inc., for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by Broadview. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 9.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Developer. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 9.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Developer.

Section 9.5. Cable Television System. To the extent permitted by law, Developer reserves the exclusive right to provide cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless Developer agrees in writing to permit such service. Nothing contained in this paragraph shall be construed to obligate Developer to provide cable television service to the Subdivision.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. These covenants may be modified or terminated only by a duly recorded written instrument executed by the President (or Vice President) and Secretary (or Assistant Secretary) of the Developer until the Developer no longer owns any Lots, and thereafter by the President (or Vice President) and Secretary (or Assistant Secretary) of the Subdivision Association upon affirmative vote of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. If the Covenants are terminated by less than one hundred percent (100%) of the Owners, the provisions of Article IV shall survive such termination. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer. Any amendment which would affect the surface water management system, including the water management portions of the Common Property, must have the prior approval of the South Florida Water Management District.

Section 10.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing.

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Section 10.3. Severability. Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

Section 10.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such persons, firms or corporations as it shall select, who acquire any part of the Subdivision for development, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and assigns.

Section 10.5. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, ROCK ISLAND LAND CORPORATION, a Florida corporation, has caused these Covenants to be properly executed by its respective duly authorized officers, and recorded in the public records of Broward County, Florida, this 3rd day of January, 1986.

Signed, sealed and delivered in the presence of:

Norma Miller

ROCK ISLAND LAND CORPORATION

By Bernie C. Buchanan
Its

Attest Ronald D. Kopf
Its

(Corporate Seal)

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Bernie C. Buchanan and Ronald D. Kopf, to me known to be the Vice President and ASST. Vice President respectively of Rock Island Land Corporation, the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 3rd day of January, 1986.

Dorinda L. Sencicky
Notary Public

My commission expires
 Notary Public, State of Florida
My Commission Expires June 21, 1988
BRONCO JACK 1077 P.O. BOX 10000, TAMPA, FLA.

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BY-LAWS
OF
PLAYERS PLACE LAKESIDE, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

These are the By-Laws of PLAYERS PLACE LAKESIDE, INC. (hereinafter for convenience called "Association" or "Corporation"), a corporation not for profit, incorporated under the laws of the State of Florida.

ARTICLE I
ASSOCIATION

Section 1.1. Office. The office of the Association shall be at 2295 Corporate Boulevard, N.W., Suite 237, Boca Raton, Florida, or such other place as shall be selected by a majority of the Board of Directors.

Section 1.2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE II
DEFINITIONS

All terms defined in the Declaration of Covenants and Restrictions for Players Place Lakeside (the "Covenants") shall have the same meanings when used herein.

ARTICLE III
MEMBERSHIP

The members of the Association shall be those persons described in Article V of the Articles of Incorporation. Membership in the Association shall be transferred automatically upon each transfer of title to the Lot to the new Owner of the Lot. There shall be no restriction on transfer of Lots.

ARTICLE IV
VOTING RIGHTS

Each class of membership shall have the voting rights set forth in Article V of the Articles of Incorporation.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Selection; Terms of Office. Until the time at which the Class B membership terminates, the Board of Directors shall consist of three (3) members, who shall be selected at the times and in the manner set forth in Section 5.2 hereof. After the time at which the Class B membership terminates, the Board of Directors shall be elected at the time set forth in Section 5.3 and in the manner set forth in Article VI of these By-Laws.

Section 5.2. Designation of Directors by the Class B Member. Until the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) Members who shall be appointed by the Class B Member.

Any Director or Directors appointed by the Class B Member may be removed at any time, with or without cause, by the Class B Member at any regular or special meeting or by written action without a meeting, and the successor of such removed Director may be designated by the Class B Member.

Section 5.3. Election of Directors by the Class A Members. After the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) Members who shall be elected in the following manner:

5.3.1. The incumbent Board of Directors designated by the Class B Member shall hold office until the election of their successors by the Class A Members at the first meeting of the Class A Members which shall be held for this purpose within sixty (60) days after the termination of the Class B membership.

5.3.2. At the first meeting of the Class A Members there shall be elected in the manner set forth in Article VI of these By-Laws three (3) Directors. One (1) of such Directors shall be elected for two (2) years and two (2) such Directors shall be elected for one (1) year.

Section 5.4. Vacancies. Vacancies on the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the Class A Members or appointed by the Class B Member, as the case may be, who were entitled to elect the Director, at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VI ELECTION PROCEDURE

Section 6.1. Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be by written ballot as hereinafter provided. The persons receiving the largest number of votes shall be elected.

Section 6.2. Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors by the Class A Members shall be made by the Nominations Committee. The Nominations Committee shall consist of three (3) persons appointed each year by the Board of Directors, one (1) of whom shall be a director, and two (2) of whom shall be non-directors. Members of the Nominations Committee shall be appointed each year by the Board of Directors at least sixty (60) days before the date on which the election for the Members of the Board of Directors is to be held. The slate of Directors to be nominated by the Nominations Committee shall be completed at least three (3) days before the date of such election.

In addition, nominations for the Board of Directors may be made by petition signed by more than twenty (20) Members of the Association, provided that such petitions are filed with the Secretary of the Association at least ten (10) days before the date of the meeting at which the Directors are to be elected.

Section 6.3. Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominations Committee for such vacancies and those nominated by the petition timely filed with the Secretary of the Association.

Section 6.4. Voting Procedures. The member designated by the Owners of a Lot to cast the vote for the Lot shall receive the ballot for such Lot at or prior to the Annual Meeting. After the ballots are marked, they shall be turned over to an Elections Committee which shall consist of three (3) Members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall:

6.4.1. Establish that the number of ballots turned in by each member correspond with the number of Lots owned by such member or his proxy identified on the ballot.

6.4.2. If the vote is by proxy, establish that a proxy has been filed with the Secretary as provided in Article XII of these By-Laws and that such proxy is valid.

The procedure shall be taken in such a manner that the vote of any member or his proxy shall not be disclosed to anyone, including the Elections Committee.

The result of the election shall be announced at the annual meeting and, if desired by the Board, by written announcement to the members. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five percent (35%) of the members casting ballots in the election within ten (10) days after election, the ballots shall be destroyed and the results shall thereupon be final.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation.

Section 7.2. Director Absences. In the event that any member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these By-Laws shall become operative.

Section 7.3. Duties. It shall be the duty of the Board of Directors:

7.3.1. To keep a complete record of all its acts and corporate affairs and to make reports of major acts and financial condition to the Members at the annual meeting or by written report in lieu of a report at the annual meeting.

7.3.2. To supervise all officers, agents and employees of the Association.

7.3.3. To fix the amount of the annual Assessment against each Lot owned by a Member at least thirty (30) days in advance of the date of any payment of such Assessment is due.

7.3.4. To prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member, and to send written notice of each Assessment to every Member.

7.3.5. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether all assessments against a Lot have been paid and identifying the amount of any unpaid Assessment and the period to which such unpaid Assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any Assessment which is stated to have been paid.

7.3.6. To obtain and maintain a liability insurance policy for the protection of the Association covering the Common Property and covering such risks and with such deductible amounts as the Board of Directors shall determine. The Board shall also obtain a blanket casualty insurance policy on the Townhomes as provided in Section 5.4 of the Covenants.

7.3.7. To make available to owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants, By-Laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

7.3.8. To provide to any holder of a first mortgage, upon written request, a financial statement for the immediately preceding fiscal year.

7.3.9. To make, amend, and rescind from time to time operating rules for the Common Property and the Association and to assess fines for violation of the Covenants and the operating rules.

ARTICLE VIII DIRECTORS MEETINGS

Section 8.1. Time and Place. Meetings of the Board of Directors may be held at any place within or without the State of Florida. The Board of Directors shall meet within fourteen (14) days following the close of the annual meeting of the Members. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

Section 8.2. Notice. No notice of regular meetings of the Board of Directors is required. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

Section 8.3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any Director after not less than forty-eight (48) hours notice to each Director except in the case of an emergency.

Section 8.4. Waivers, Consents and Approvals. The transaction of any business of any meeting of the Board of Directors, however called and noticed, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not

present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5. Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6. Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE IX OFFICERS

Section 9.1. Officers. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President shall be a Member of the Board of Directors.

Section 9.2. Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3. Term. All officers shall hold office during the pleasure of the Board of Directors.

Section 9.4. President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board of Directors.

Section 9.5. Vice President. The Vice President shall perform all the duties of the President in his absence.

Section 9.6. Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He shall keep the records of the Association. He shall record in a book kept for such purpose the names of all members of the Association together with their addresses as registered by such members.

Section 9.7. Treasurer. 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 shall keep proper books of account and cause an annual audit of the Association's books to be made at the completion of each fiscal year. He shall prepare the annual budgets and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE X COMMITTEES

Section 10.1. Standing Committees. The Board of Directors may appoint such standing committees as it deems desirable. Each standing committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors. The standing committees may be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting.

Section 10.2. Review of Complaints. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

ARTICLE XI MEETINGS OF MEMBERS

Section 11.1. Annual Meeting. Within four (4) months after the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the first regular annual meeting of the Association shall be held at a time and place to be set by

the Class B Member. Until the time at which the Class B membership terminates, the Class B Member is the sole voting member of the Association. Unless there are matters requiring the approval of the Class A Members, the Class B Member does not intend to conduct an annual meeting of the Association until the Class B membership terminates. Any action required to be taken prior to termination of the Class B membership that does not require approval of the Class A Members may be taken under Section 607.394, Florida Statutes.

The first annual meeting of the Class A Members shall be held on a date selected by the Class B Member within four (4) months after the termination of the Class B membership. Thereafter, the regular annual meeting of the Members shall be held at 8:00 P.M. on the first Tuesday in the same month of each ensuing year provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following Thursday. The place of the annual meetings shall be determined by the Board of Directors.

Section 11.2. Special Meetings. Special meetings of members may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors. After termination of the Class B Membership, special meetings of Class A Members may be called upon the written request of the members who have the right to cast one-fourth (1/4) of the total votes entitled to be cast under the provisions of Article V of the Articles of Incorporation at the time such written request is made.

Section 11.3. Notice. Notice of meetings of Class A Members shall be given to the Members by the Secretary either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any regular or special meeting shall be mailed at least ten (10) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted.

Section 11.4. Quorum. The presence at the meetings of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the vote of the class of membership so meeting shall constitute a quorum for any actions governed by these By-Laws unless it is provided otherwise in the Declaration or the Articles of Incorporation, or elsewhere in these By-Laws.

ARTICLE XII PROXIES

Section 12.1. Form of Vote. At all meetings of members, each member entitled to vote may vote in person or by proxy.

Section 12.2. Proxies. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of twelve (12) months, and every proxy shall automatically cease if the person granting the proxy ceases to be a Member.

ARTICLE XIII LENDER'S NOTICES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

Section 13.1. Any condemnation or casualty loss that affects either a material portion of the project or the Lot and Townhome securing its mortgage.

Section 13.2. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

Section 13.3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners' association.

Section 13.4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE XIV
INSURANCE AND FIDELITY BONDS

Section 14.1. To the extent that coverage is available, the Association will maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

Section 14.2. The Board of Directors shall have the authority to and shall obtain insurance for all Townhomes against loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all the Common Property and all damage or injury caused by the negligence of the Subdivision Association or any of its agents, which public liability policy shall have at least Five Hundred Thousand Dollars (\$500,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Fifty Thousand Dollar (\$50,000.00) minimum property damage limit.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Subdivision Association. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if available and, if not available, the best rating available.

(b) Exclusive authority to adjust losses under policies obtained by the Subdivision Association shall be vested in the Board of Directors; provided, however, that no Member or mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to a loss.

(c) In no event shall the insurance coverage obtained and maintained by the Board of Directors be brought into contribution with insurance purchased by individual Members.

(d) The Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements in the Subdivision except personal property in and improvements to the Townhomes.

(e) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Board of Directors and the Members and their respective servants, agents and guests;

(ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) That no policy may be cancelled, invalidated or suspended on account of any one or more individual Members;

(iv) That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Subdivision Association without prior demand in writing delivered to the Subdivision Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Subdivision Association, any Member or mortgagee;

(v) That any "other insurance" clause in any policy exclude individual Members' policies on personal property within and improvements to Townhomes from consideration.

Section 14.3. There shall be no judicial partition of the Common Property or any other part thereof, nor shall any person acquiring any interest in the Common Property or any part thereof seek any such judicial partition.

Section 14.4. Proceeds of insurance policies shall be disbursed as follows:

(a) Immediately after the damage or destruction by fire or other casualty to a Townhome covered by insurance written in the name of the Subdivision Association, the Board of Directors shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged Townhome. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Townhome to substantially the same condition in which it existed prior to the fire or other casualty with each Townhome having the same vertical and horizontal boundaries and location as before. Construction or reconstruction shall be in substantial conformity with that which existed prior to the damage or destruction. If proceeds of insurance are not adequate to repair the Townhome, the Subdivision Association shall assess the balance of the funds required to complete the repair against the Owner of the respective Townhome.

(b) No mortgagee shall have any right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed. If the funds available from insurance exceed the cost of repair, such excess shall be paid to the respective Townhome Owners and their mortgagees, as their interests may appear.

ARTICLE XV CONTRACTS

The Association, prior to passage of control to the Class A Members, shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party.

ARTICLE XVI RESERVES

Section 16.1. Reserves for Replacement. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas and the portions of the Townhomes which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

Section 16.2. Working Capital. A working capital fund is required for the initial months of the project's operation equal to at least two (2) months' assessments for each Lot. Each Townhome's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Lot and maintained in an account for the use and benefit of the Association. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

ARTICLE XVII INSPECTION OF BOOKS AND PAPERS

The bookkeeping records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member and holders of any first mortgage on any Lot.

ARTICLE XVIII PARLIAMENTARY RULE

Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Covenants or the Articles of Incorporation.

ARTICLE XIX AMENDMENTS

Until the time at which the Class B membership terminates and the Class A membership is entitled to full voting privileges, as provided for in Article V of the Articles of Incorporation, these By-Laws may be amended upon a majority vote of the Board of Directors. After such time as the Class A Members shall be entitled to full voting privileges, these By-Laws may be amended by two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XX
CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

ARTICLES OF INCORPORATION
OF
PLAYERS PLACE LAKESIDE, INC.

THE UNDERSIGNED, for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, certifies that:

ARTICLE I
NAME

The name of this corporation is PLAYERS PLACE LAKESIDE, INC. The corporation is sometimes referred to herein as the "Association".

ARTICLE II
DEFINITIONS

All terms defined in the Declaration of Covenants and Restrictions for Players Place Lakeside (the "Covenants") shall have the same meanings when used herein.

ARTICLE III
PRINCIPAL OFFICE AND AGENT

The principal place of business and initial registered office of the Association is 2295 Corporate Boulevard, Suite 237, Boca Raton, Florida. The registered agent of the Association is Jeffrey M. Birr.

ARTICLE IV
OBJECTS, PURPOSES AND POWERS

Section 4.1. This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or member.

Section 4.2. The objects and purposes for which this Association is organized are as follows:

4.2.1. To establish, maintain, operate and provide all community services of every kind and nature required or desired by the members including without limitation those services and functions described in the Declaration.

4.2.2. To provide for the enforcement of the Covenants.

4.2.3. To engage in such other activities as may be to the mutual benefit of the members and the owners of portions of the Subdivision.

4.2.4. To own, operate and manage properties conveyed to it in accordance with the Covenants.

4.2.5. To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

Section 4.3. In furtherance of the aforesaid objects, purposes and powers, the Association shall have all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1. To make, levy and collect Assessments from its members and to expend the proceeds of such Assessments for the benefit of its members.

4.3.2. To bring and defend suits on behalf of the Association.

4.3.3. To make and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

4.3.4. To maintain, repair, replace, operate, and insure those portions of the property that the Association has the duty or right to maintain, repair, replace, operate, and insure under these Articles and the By-Laws of the corporation.

4.3.5. To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

4.3.6. To employ personnel to perform the services authorized by these Articles and by the By-Laws of the Association.

4.3.7. To purchase insurance upon its property for the protection of the Association and its members.

4.3.8. To reconstruct improvements constructed on its property after casualty or other loss.

4.3.9. To make additional improvements to its property.

4.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous.

ARTICLE V MEMBERS

Section 5.1. The members of this Association shall consist of all owners of record title to Lots in the Subdivision. The first Board of Directors named in these Articles of Incorporation and other Directors selected by the Class B member, regardless of such ownership of real property in the Subdivision, shall also be members of the Corporation until termination of the Class B membership as provided in Section 5.3 hereof.

Section 5.2. Membership in this Association cannot be transferred in any manner except as may be provided in the By-Laws.

Section 5.3. The Association shall have two (2) classes of membership: Class A and Class B.

Class A members shall be all persons owning one (1) or more Lots.

Class B member shall be the Developer.

The Class B membership shall terminate as such time as (a) the then Class B member so designates in writing delivered to the Corporation, or (b) four (4) months after one hundred thirty-two (132) Lots are owned by persons other than Developer, whichever shall first occur.

Each Lot shall be entitled to one (1) vote. When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Lot. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Lot, such vote shall not be recognized and the Lot shall not be counted for any purpose until such dispute is resolved.

Until the time at which the Class B membership terminates, as provided herein, the Class B member shall be vested with the sole voting rights in the Association on all matters, except such matters as to which the Declaration, these Articles of Incorporation, or the By-Laws of the Association specifically require a vote of the Class A members.

ARTICLE VI TERM

This Corporation shall exist perpetually.

ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than nine (9) Directors. The first Board of Directors shall consist of three (3) members. The Board of Directors shall be elected by the members of the Corporation entitled to vote. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

- (1) Timothy Edmond
Suite 237
2295 Corporate Boulevard, N.W.
Boca Raton, Florida 33431
- (2) Frank A. Tricoli
Suite 237
2295 Corporate Boulevard, N.W.
Boca Raton, Florida 33431
- (3) Donald J. Niederpruem
Suite 237
2295 Corporate Boulevard, N.W.
Boca Raton, Florida 33431

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

ARTICLE VIII OFFICERS

The officers of the Association shall consist of a President, one (1) or more Vice Presidents, a Secretary, and a Treasurer. The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The initial officers are:

- (1) Timothy Edmond President
- (2) Frank A. Tricoli Vice President and Treasurer
- (3) Donald J. Niederpruem Secretary

ARTICLE IX INDEMNIFICATION

Section 9.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 9.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 or 9.2 of this Article IX, or in defense of any claim,

issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the board of directors or the shareholders in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and rights to any person (including without limitation those persons referred to in Sections 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE X DISPOSITION OF ASSETS UPON DISSOLUTION

No member, director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one (1) or more of them or to any one (1) or more nonprofit Associations, associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such Covenants.

ARTICLE XI AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote.

ARTICLE XII BY-LAWS

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended, or rescinded as provided in the By-Laws.

ARTICLE XIII SUBSCRIBERS

The name and residence of the subscriber to these Articles of Incorporation is as follows:

Lynda R. Aycock
7898 Baymeadows Way, Suite 200
Jacksonville, Florida 32207

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set her hand and seal and caused these Articles of Incorporation to be executed this _____ day of _____, 1985.

STATE OF

COUNTY OF

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Lynda R. Aycock, who is known to me and who, after being first duly sworn, deposed under oath and said that the foregoing Articles of Incorporation were prepared under her direction and that she had knowledge of the facts stated therein, that said facts are true, and that she executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal this _____ day of _____, 1985.

Notary Public

My Commission Expires:

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated non-profit corporation, at the place designated in Article III of these Articles of Incorporation, the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

DATED this _____ day of _____, 1985.

Jeffrey M. Birr
Registered Agent

PLAYERS PLACE LAKESIDE
DECLARATION OF ANNEXATION
TO
PLAYERS PLACE SERVICES AGREEMENT

Pursuant to Article VII of Players Place Services Agreement dated November 7, 1984, and recorded in Official Records Book 12123, page 857, of the public records of Broward County, Florida, ROCK ISLAND LAND CORPORATION, as Developer and fee simple title owner of the property annexed by this Declaration of Annexation, declares that the annexed property shall be held, sold and conveyed subject to the easements, restrictions and covenants and conditions contained in the Players Place Services Agreement as described above and subject to the management and control of the Players Place Association, Inc. (Master Association) created by said Agreement. Immediately after this document is recorded, this property will be subjected by Developer to the Declaration of Covenants and Restrictions for Players Place Lakeside and subject to the management and control of Players Place Lakeside, Inc. (Subdivision Association) created by the Developer pursuant to the Declaration.

The property annexed is described in Exhibit "A" (page A-1), consisting of 176 Lots in 24 Buildings, certain common property to be dedicated to the Subdivision Association, and certain common property to be dedicated by this document to the Master Association.

The easements, restrictions, covenants and conditions described in the Players Place Services Agreement shall run with the annexed property and be binding on all parties having any right, title or interest in the annexed property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner of the annexed property.

Developer dedicates that portion of the annexed property described in Exhibit "B" (pages B-1 through B-12) as common property of Players Place Lakeside, Inc. (Subdivision Association).

Developer dedicates that portion of the annexed property described in Exhibit "C" (pages C-1 through C-4) as common property of Players Place Association, Inc. (Master Association).

A site plan depicting Players Place Lakeside (Phase 6) and depicting the relationship of Players Place Lakeside to Players Place Townhomes (Phases 1-5) and depicting Subdivision Association common property and Master Association common property is attached as Exhibit "D" (pages D-1 and D-2).

IN WITNESS WHEREOF, the undersigned as Developer and fee simple title owner has hereunto set its hand and seal to this Declaration of Annexation this ____ day of _____, 1985.

Signed, sealed and delivered in the presence of:

ROCK ISLAND LAND CORPORATION

By _____
Its

Attest _____
Its

STATE OF
COUNTY OF

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ and _____, well known to me to be the _____ and _____, respectively, of Rock Island Land Corporation, a corporation under the laws of the State of Florida, and they acknowledged its execution to be their free act and deed as such duly authorized officers, and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at _____, County of _____, State of _____, this ____ day of _____, 1985.

Notary Public

My commission expires: