

This Instrument Prepared by and Return to:
Mary Ann Chandler, Esq.
Katzman Garfinkel & Berger
5297 West Copans Road
Margate, Florida 33063
(954) 486-7774

**CERTIFICATE OF RESOLUTION
OF
THE LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC.**

WHEREAS, the Lago Mar Colony Protective Association, Inc. ("Association") is the corporate entity responsible for operating and maintaining the Lago Mar Colony; and

WHEREAS, Article XIV of the Amended and Restated Declaration of Protective Covenants of the Association (the "Declaration") provides that the Board of Directors of the Association has the power to propose amendments to the Declaration; and

WHEREAS, Article IX of the Amended and Restated Bylaws of the Association (the "Bylaws") provides that the Bylaws may be amended by a vote of sixty percent (60%) of the Members of the Association; and

WHEREAS, the Board of Directors of the Association proposed to Amend and Restate the Declaration of Protective Covenants of the Association and to Amend and Restate the By-Laws of the Association. Said Amended and Restated Declaration and Amended and Restated the Bylaws of the Association and this proposal were approved by the requisite sixty percent (60%) of the voting members of the Association at the Annual Meeting of the Membership held on February 7, 2012.

NOW, THEREFORE, BE IT RESOLVED THAT, by this resolution, the Board hereby adopts the Amended and Restated Declaration of Protective Covenants of Lago Mar Colony and Amended and Restated Bylaws of Lago Mar Colony Protective Association, Inc., referenced above and more particularly described in the Certificate of Amendment executed herewith, and directs that a copy of the recorded Certificate of Amendment be distributed to all members of the Association.

This resolution was adopted by the Board of Directors of The Lago Mar Colony Protective Association, Inc. this 14~~th~~ day of February, 2012

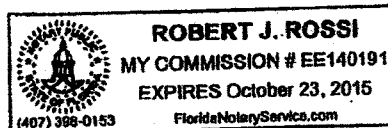
THE LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC.

By: Michele Thomas
Michele Thomas, Secretary

THE FOREGOING instrument was acknowledged before me this 14 day of February, 2012, by Michele Thomas, as Secretary of LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me / produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA

Robert J. Rossi
Print Name: ROBERT J. ROSSI
My Commission Expires _____



This Instrument Prepared by and Return to:
Mary Ann Chandler, Esq.
Katzman Garfinkel & Berger
5297 West Copans Road
Margate, Florida 33063
(954) 486-7774

**CERTIFICATE OF AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND
AMENDED AND RESTATED BYLAWS OF LAGO MAR COLONY**

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Protective Covenants of Lago Mar Colony, an Exclusive Residential Community as recorded at Official Records Book 14896 at Page 547 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in Article XIV of the Amended and Restated Declaration of Protective Covenants of Lago Mar, that is by approval of sixty percent (60%) of the total votes of the Membership at the Annual Meeting held on February 7, 2012.

WE FURTHER CERTIFY THAT the attached Amended and Restated Bylaws of Lago Mar Colony Protective Association, Inc., which original Bylaws are an exhibit to the Declaration of Protective Covenants of Lago Mar Colony, as recorded at Official Records Book 14896 at Page 547 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Article IX of the Amended and Restated Bylaws of Lago Mar Colony Protective Association, Inc., that is by approval of sixty percent (60%) of the total votes of the Membership at the Annual Meeting held on February 7, 2012.

IN WITNESS WHEREOF, we have affixed our hands this 14th day of February, 2012.

WITNESSES

Sign: [Signature]
Print Name: John M. Ellis

Sign: [Signature]
Print Name: Maure P. Bauer

LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC.

By: [Signature]
Print Name: Cliff Bauer
Title: President

Attested To:
By: [Signature]
Print Name: Michele Thomas
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me this 14 day of February, 2012 by Cliff Bauer, as President and Michele Thomas as Secretary of LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., a Florida not-for-profit corporation.

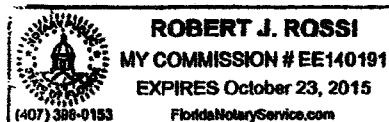
Personally Known
 Produced Identification

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Type of Identification

NOTARY PUBLIC STATE OF FLORIDA

[Signature]
Print Name: ROBERT J. ROSSI
My Commission Expires: _____



This Cumulative Conformed Copy includes the Amended and Reinstated Declaration of Protective Covenants Governing the Development, Use and, Enjoyment of Lago Mar Colony, an Exclusive Residential Community recorded on October 22, 1987 at Official Records Book 14896 at Page 547; and the First Amendment thereto recorded on June 17, 1997 at Official Records Book 26582 at Page 543; and, the Second Amendment thereto recorded on July 23, 2001 at Official Records Book 31885 at Page 0003; and the Third Amendment thereto recorded on April 15, 2003 at Official Records Book 34952 at Page 1473; and, the Fourth Amendment thereto recorded on December 1, 2010 at Official Records Book 47550 at Page 1419.

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
GOVERNING THE DEVELOPMENT, USE AND ENJOYMENT OF LAGO MAR
COLONY, AN EXCLUSIVE RESIDENTIAL COMMUNITY**

WHEREAS, the Declaration of Protective Covenants of LAGO MAR COLONY were recorded on January 17, 1978 at Official Records Book 7382 at Page 878 and amended on March 6, 1978 and recorded on March 18, 1978 in Official Records Book 7463 at Page 391 of the Public Records of Broward County, Florida, by its then Developer, W. L. BANKS DEVELOPMENT CORPORATION; and

WHEREAS, the Declaration of Protective Covenants of LAGO MAR COLONY-TWO were recorded on November 20, 1979 in Official Records Book 8569 at Page 1 of the Public Records of Broward County, Florida by its then Developer, LAGO MAR COLONY, INC.; and

WHEREAS, the Declaration of Protective Covenants of LAGO MAR COLONY-THREE were recorded on January 6, 1983, in Official Records Book 10601 at Page 279 of the Public Records of Broward County, by its then Developer, SIXTH FAIRWAY LAND DEVELOPMENT COMPANY; and

WHEREAS, the Developers of LAGO MAR COLONY, LAGO MAR COLONY-TWO and LAGO MAR COLONY-THREE, have turned over control of the maintenance and management of the respective residential communities to LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., LAGO MAR COLONY-TWO PROTECTIVE ASSOCIATION, INC. and LAGO MAR COLONY-THREE PROTECTIVE ASSOCIATION, INC., respectively; and

WHEREAS, said residential communities are contiguous to the other and share many of the same roads and public areas; and

WHEREAS, the Associations are desirous of merging into one Association to be governed and subject by one set of Declarations of Protective Covenants, one set of By-laws, one set of Articles of Incorporation and one set of Rules and Regulations; and

WHEREAS, the Associations, with the consent of 100% of their membership, have agreed that said Associations shall be merged into LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC. and be bound by these amended and restated Declarations of Protective

Covenants of LAGO MAR COLONY; and

WHEREAS, the Declaration of Protective Covenants of LAGO MAR COLONY-TWO and LAGO MAR COLONY-THREE shall, upon the filing of these amended and reinstated Declarations of Protective Covenants be of no further force nor effect, and these Declarations shall stand in their place and stead; and

WHEREAS, the following described property shall now comprise LAGO MAR COLONY, as an exclusive residential community;

All property comprising LAGO MAR COLONY, according to the Plat thereof recorded in Plat Book 93, Page 22 of the Public Record of Broward County, Florida;

All property comprising LAGO MAR COLONY TWO, less Site "C" and Park #3 of said properties and that portion of Parcel A as shown as Northwest 125th Avenue and Northwest 3rd Street, according to the Plat thereof recorded in Plat Book 103, Page 32 of the Public Records of Broward County, Florida;

All property comprising LAGO MAR COLONY THREE, according to the Plat thereof, recorded in Plat Book 112, Page 32, of the Public Records of Broward County, Florida.

NOW THEREFORE, in consideration of the premises and the acceptance by the grantees of deeds of fee simple interests in residential building sites and condominium units (hereinafter sometimes referred to as the "building sites") of said property, the ASSOCIATION hereby declares that said property, and each and every building site thereof, shall be and become bound by these presents; that building sites of the above-described property are held and will be sold, conveyed, mortgaged, held, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions, reservations, limitations, conditions, easements and agreements, to wit:

ARTICLE I
PLAN OF DEVELOPMENT

LAGO MAR COLONY is improved and developed as an exclusive residential community for persons of discriminating taste who wish to reside in an atmosphere of secluded grandeur under a plan of continued management, maintenance, supervision and security which will perpetuate and insure the beauty and security of the community.

The LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC. (hereinafter referred to as "THE LAGO MAR COLONY ASSOCIATION" or the "ASSOCIATION"), has the full responsibility for maintenance and management of the residential community in accordance with this Amended and Restated Declaration and the Articles of Incorporation, and By-Laws of the LAGO MAR COLONY ASSOCIATION as amended, as attached hereto respectively as Exhibits "A" and "B" and in accordance with such additional rules and regulations which the LAGO MAR COLONY ASSOCIATION deems appropriate.

ARTICLE II
MEMBERSHIP IN THE LAGO MAR COLONY ASSOCIATION

The LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., is a non-profit corporation organized under the laws of the State of Florida, for the purpose of managing, operating and maintaining LAGO MAR COLONY for the mutual benefit of all owners, consistent with this Amended and Restated Declaration, and with the Certificate of Incorporation and By-Laws of the ASSOCIATION as amended, attached hereto respectively as Exhibits "A" and "B" and incorporated herein by reference. Each owner, by acceptance of a deed or other instrument evidencing his ownership interest acknowledges the authority of the ASSOCIATION to manage, operate and maintain LAGO MAR COLONY as an exclusive, private residential community, and agrees to abide and be bound by the provisions of this LAGO MAR COLONY Amended and Restated Declaration, the Certificate of Incorporation and By-Laws, as amended and other rules and regulations of the ASSOCIATION.

Notwithstanding any provisions of the ASSOCIATION'S governing documents to the contrary including, but not limited to, the Declaration, Articles of Incorporation and Bylaws, the Association adopts by reference all current provisions of the Florida Statutes as they exist as of the date of the recording of this amendment, as well as, all future amendments to the Florida Statutes, it being the intent of the ASSOCIATION to be governed by all current provisions of the Florida Statutes, as amended from time to time.

Moreover, anyone who purchases a home or condominium unit within the Lago Mar Colony (a "Residence") on or after November 1, 2003, shall be required to apply for and retain at least a "Social" level membership at the Lago Mar Country Club as long as said purchaser is an owner of a Residence in the Lago Mar Colony. The obligation to apply for and maintain at least a "Social" level membership at the Lago Mar Country Club shall not apply if either of the following circumstances occur:

1. The Lago Mar Country Club no longer offers a "Social" or equivalent type of membership, or
2. The Lago Mar Country Club no longer operates as a private, membership-owned country club.

If the purchaser of a Residence is an entity other than an individual person or persons, such as a corporation or other business entity or trust, then the obligation imposed herein shall be met by an officer or shareholder of the corporation or other business entity or the grantor, trustee or beneficiary of any such trust obtaining at least a "Social" level membership. Any purchaser of multiple Residences shall not be required to hold more than one membership at the Lago Mar Country Club.

ASSOCIATION approval for any sales or transfers of a RESIDENCE shall not be forthcoming unless and until an application for membership with the Lago Mar Country Club shall be duly completed by the potential purchasers. It is understood and acknowledged that each

owner, upon approval by the ASSOCIATION, and upon execution and delivery of the consent as described above, shall then be entitled to all of the rights, privileges and benefits of membership in the ASSOCIATION, and that such owners of each residential building site and appurtenances thereto shall collectively exercise one vote in the management of the affairs of the ASSOCIATION and such owners of each condominium unit as such are defined in their respective Declaration of Condominiums as recorded in O.R. Book 9063 at Page 711 of the Public Records of Broward County as to Lago Mar East Lodge and O.R. Book 9871, Page 262 of the Public Records of Broward County as to Lago Mar West Lodge, shall collectively exercise one-half vote in the management of the affairs of the ASSOCIATION, it being understood that there shall never be more than 127 (113 votes) total voting members. A corporation or any individual with an ownership interest in one or more building sites may be designated the voting member for each building site in which he owns an interest, all as more fully provided in the By-Laws of the ASSOCIATION as amended. However, if one person, corporate or individual, owns contiguous residential building sites and determines to place only one dwelling on said contiguous residential building sites, said individual may elect to have said residential building sites considered as one residential building site for purposes of assessments. Said election must be made in writing to the ASSOCIATION. In the event said election is made, the owner of said contiguous residential building sites shall be limited to one vote for both residential building sites.

ARTICLE III

LAGO MAR COLONY PROPERTY - RESERVED USES

LAGO MAR COLONY is comprised of individually owned residential building sites and condominium units which will ultimately be individually owned and the Lago Mar Colony Common Areas, which will be owned and held for the common use, benefit and enjoyment of all owners of individual residential building sites and owners of the condominium units, their guests, lessees and invitees, and invitees of the ASSOCIATION.

A. Residential Building Sites (Not Condo Units). The 100 residential building sites and 28 condominium units comprising LAGO MAR COLONY are shown on the attached site plan which is attached hereto and marked Composite Exhibit "C." Said site plans have not and shall not be recorded as a plat; the individual residential building site shall be conveyed by metes and bounds description. Each building site shall be restricted in each instance for use for one single-family dwelling for the use and occupancy of one family and attendant domestic servants only.

All of the residential building sites (not condominium units) in the LAGO MAR COLONY community with all structures located thereon shall be subject to the following restrictions:

B. Dwelling Units. Each dwelling unit located on a residential building site shall not exceed two full stories in height. The minimum floor area of any dwelling unit, exclusive of terraces, pool and pool decks, and garages, shall not be less than two thousand (2,000) square feet except sites 5-15 inclusive of the former LAGO-MAR COLONY-TWO, where they shall be no less than 3,400 square feet. The maximum ground floor area of any dwelling unit, exclusive of terraces, pool and pool decks, but inclusive of garages, shall not be greater than thirty percent (30%) of the total area of the individual residential building site. For persons who own two (2) or more residential building sites, the thirty percent (30%) maximum ground floor area limitation

shall apply in the aggregate, that is, the total ground floor area of all the dwelling units constructed shall not exceed thirty percent (30%) of the total area of all of the residential building sites owned by said person. For example, if a person owns two (2) residential building sites constructs a dwelling with a ground floor area of twenty-five percent (25%) of said residential building site, then on the other residential building site owned by said individual, the ground floor area of the dwelling unit constructed thereupon may have a total area of thirty-five percent (35%) of the area of the residential building site. The ASSOCIATION may grant exceptions to this maximum ground floor area restriction as long as said deviation does not adversely affect the overall development plan of LAGO MAR COLONY.

C. Lawns and Landscaping.

- 1) All lawns in the front of the residential building site and condominium units shall extend to the pavement line.
- 2) All residential building site landscaping shall be installed by each site owner in accordance with the requirements of the City of Plantation and a landscaping plan for such residential building sites shall be submitted to the City of Plantation, if required by said City, when application for building permit is made.
- 3) In addition thereto, each residential building site which is developed or redeveloped by having a building or structure erected or substantially altered thereon or land that is used in any manner requiring a permit from the Building and Zoning Department other than for temporary use, shall have located thereon at least one tree for each three thousand (3,000) square feet of gross residential building site area or major fraction thereof. Tree shall be deemed to mean any self-supporting wood perennial plant which has a trunk diameter of at least three (3) inches measured four and one-half (4 1/2) feet above grade and shall have a minimum overall height of fifteen (15) feet. In the alternative, this requirement may be fulfilled by placing two (2) trees, under minimum height of eight (8) feet for every three thousand (3,000) square feet of area.
- 4) All landscaping planning shall be approved or disapproved by the LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC. LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., in reviewing aforesaid plan may obtain and utilize the services of a professional landscaping architect or landscaping designer. No landscape plan shall be approved which contains plant material indicated on the "not acceptable/no exceptions" list as provided for hereinafter.
- 5) All landscaping shall be installed in sound workmanlike manner and according to accepted planting, good planting procedures with the quality of plant materials as hereinafter described. All elements of landscaping will be installed so as to meet all other acceptable local regulations and code requirements.

D. Plant Material.

1) **Quality.** Plant materials used in conformance with provisions of this Declaration shall conform to the standards for Florida #1 or better as given in Grades and Standards for Nursery Plants, Part (I) 1963 and Part (II), State of Florida, Department of Agriculture, Tallahassee, or equal thereto. Grass sod shall be clean and reasonably free of weeds and noxious pasture diseases. Grass seed shall be delivered to the job site in bags with Florida Department of Agriculture tags attached, indicating the seed grower's compliance with the Department's Quality Control Program.

2) **Tree Species and Qualities.** Trees shall be of a species having an average mature crown of greater than twenty (20) feet in Broward County and having trunks which can be maintained with over six (6) feet clear wood at maturity. Trees or palms having an average mature crown spread of less than twenty (20) feet may be substituted by grouping the same so as to create the equivalent of a twenty (20) foot crown spread. Such a grouping shall count as one tree toward meeting the tree requirement for any provision herein. If palms are used, they shall constitute no more than twenty-five percent (25%) of the total tree requirements for any provision herein and shall be of a minimum of six (6) feet of clear wood at maturity "minimum seven (7) feet height".

3) **Grass.** Grass shall be planted in the species normally grown as permanent lawns in Broward County. Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales or other areas subject to erosion.

4) **Species of Trees.** "Recommended", "acceptable," and "not acceptable/no exceptions" are indicated in Exhibit "D" attached hereto and made a part hereof by reference.

E. Building Restrictions.

1) **Back Lines and Size of Buildings -** Building set back lines shall be as follows:

a) **Front yard set back** twenty-five (25) feet, except lots 5 through 15 of former LAGO MAR COLONY-TWO as recorded in Plat Book 103, at Page 362 of the Public Records of Broward County, Florida, where the set back shall be thirty-five (35) feet;

b) **Rear yard set back** twenty (20) feet except lots 5 through 15 of former LAGO MAR COLONY-TWO as recorded in Plat Book 103, at Page 362 of the Public Records of Broward County, Florida, where the set back shall be thirty-five (35) feet;

c) **Side yard set back** ten (10) feet except for residential building sites 1, 36 and 37 of LAGO MAR COLONY as recorded in Plat Book 93 at Page 22 of the Public Records of Broward County, Florida, and residential building site 13, North side residential building site 4, not contiguous with another site in former LAGO MAR COLONY-THREE and West side of residential building site 3, not contiguous with another site in former LAGO MAR COLONY-THREE as recorded in Plat Book 112 at Page 32 of the Public Records of Broward County, which shall have twenty (20) foot set backs; and

d) Each residence shall have an enclosed garage which shall be physically attached to the residence.

e) Corner lots shall have an additional set back requirement with regard to the secondary street yard (street not incorporated into address) of twenty (20) feet.

f) The Board may, in its sole discretion, grant an exception to the 20 foot rear yard setback for the installation of a pool. Said exception shall be conditioned upon whatever terms and conditions the Board may require in order minimize the pool's impact upon the common area and neighboring property and to protect and preserve the overall integrity of the Lago Mar Community as a whole. The Board's ability to grant an exception to the rear setback requirement shall apply to the installation of pools alone and not to screening or any other structure or improvement.

2) **Roof Requirements.** Roofs of all dwellings shall have a minimum pitch of two and one-half (2 1/2) feet by twelve (12) feet and shall be covered with flat or barrel tile, slate or copper, metal or light weight aggregate concrete Bermuda-type roofing material. Standing seam metal roofs, wood shakes and wood, asphalt or composition shingles are prohibited. Mansard roofs may be permitted wherein no flat portion is visible at ground level or from adjacent residences. Flat roofs covered by wooden decks or flat roofs over porches or terraces may be permitted as long as they are not visible from the front street.

3) **Walls and Hedges.** No front boundary line walls or hedges will be permitted in excess of four (4) feet in height, nor no closer than ten (10) feet from PARCEL "A". Side and rear boundary walls and hedges shall not exceed six (6) feet in height.

4) **Garbage and Other Exterior Containers.** All garbage or trash containers, oil or bottled gas tanks must be underground or placed in walled-in areas so that they shall not be Visible from streets for from adjoining properties.

5) Each owner shall be required to install two (2) one and one-half (1 1/2) inch PVC (Schedule 40) pipes two (2) feet below each driveway for the possibility of future installation of security antenna or CATV lines or for any other use determined to be necessary by the ASSOCIATION. The ASSOCIATION shall designate the installation distance from the street prior to installation.

6) All sprinkler lines that extend into the lakes or canals shall not be exposed.

7) The ASSOCIATION reserves the right to require specific mailboxes and to require that they-be maintained in good condition.

F. The Lago Mar Colony Common Areas. All LAGO MAR COLONY property other than the parcels identified as Residential or Condominium Building Sites shall be known as the LAGO MAR COLONY COMMON AREAS. The parcels of the Lago Mar Colony Common

Areas and the uses reserved for each are as follows:

- 1) All park sites are reserved for use as park and recreational facilities by all members of the ASSOCIATION.
- 2) (a) Parcels "A" are referred to as the "Access Ways," and are reserved for ingress and egress as required for the mutual use and enjoyment of owners of residential and condominium building sites, their guests, lessees and invitees, and as required by invitees of the ASSOCIATION in performing and rendering services to the LAGO MAR COLONY community, including governmental entities and franchises. Parcel "A" of former LAGO MAR COLONY-TWO shall be further subject to an easement for ingress and egress in favor of LAGO MAR COUNTRY CLUB and W.L. BANKS and associated companies.

(b) The roadways are private and the responsibility and cost of maintenance shall be borne by the ASSOCIATION, including the electrical cost for the operation of the streetlights.
- 3) (a) Parcels designated as lakes are reserved and shall be utilized solely as drainage and recreational waterways for the enjoyment of owners of building sites, their guests, lessees, invitees and as required by invitees of the ASSOCIATION in performing and rendering services for LAGO MAR COLONY community.

(b) The drainage system, comprised of catch basins, pipes and lakes, is private and the cost of maintaining the drainage system components shall be borne by the ASSOCIATION. However, the overall drainage plan and water level for LAGO MAR COLONY shall be controlled by LAGO MAR COLONY DRAINAGE ASSOCIATION, INC. A copy of the Articles of Incorporation of said entity is attached hereto and marked Exhibit "E." The ASSOCIATION has entered into a written agreement with the LAGO MAR COLONY DRAINAGE ASSOCIATION, INC. attached hereto and marked Exhibit "F".

ARTICLE IV EASEMENTS

A. Appurtenant Easements. The ASSOCIATION hereby grants to the owners of each and every residential building site and condominium unit, their guests, lessees and invitees, as an appurtenance to the owners' fee title interest, a perpetual non-exclusive easement for the use and enjoyment of all of the Lago Mar Colony Common Areas as hereinbefore described for the uses and purposes hereinabove and hereinafter designated, such use and enjoyment to be shared in common with the other owners of fee title interests in LAGO MAR COLONY, their guests, lessees and invitees, and invitees of the ASSOCIATION as authorized by this Amended and Restated Declaration.

B. Utility Easements. There exists a five foot (5) utility easement on the front of each residential building site running parallel and adjacent to the bordering access way. Each residential building site shall have a five foot (5) utility easement from the service location to the residence. Florida Power & Light shall share portions of the five foot (5) landscape easement as described

under Subparagraph F of this Article, for purposes of installation and use of utilities.

C. Management Easement. The ASSOCIATION hereby reserves to itself, its successors, and assigns, a perpetual easement, privilege and right in and to, over, under and across all residential and condominium building sites and the Lago Mar Colony Common Areas for ingress and egress as required by its officers, directors, employees, agents and/or invitees in order to perform its duties and obligations as set forth herein.

D. Governmental Easements and Franchises. There is reserved an easement for ingress and egress for persons and vehicles over and upon Parcels "A" for the benefit of the Developers, the ASSOCIATION or its designees, including utility and governmental services, agencies, franchises or companies, to provide utility or governmental services to the residential and condominium building sites, including, but not limited to, power, electric, transmission, television cable, light, telephone, natural gas, water, sewer drainage, security, police and fire protection, and to provide maintenance to the residential and condominium building sites and, access to same for governmental inspectors. The homeowners, by their acceptance of a Deed of Conveyance and consent hereto, authorize the ASSOCIATION to execute on their behalf and without further authorization such grants of easement or other instructions as may be necessary from time to time to grant, ratify or relocate such governmental easements or services upon the residential and condominium building sites in accordance with the provisions of this Declaration.

E. General. The ASSOCIATION shall have the right from time to time to control and regulate all types of traffic on said access ways, including the right to prohibit use of same by traffic which, in the sole opinion of the ASSOCIATION, would or might result in damage to said access ways or pavements or other improvements thereon, and the right to control and prohibit parking on all or any part of said access ways. The ASSOCIATION shall also have the right from time to time to control and regulate all types of traffic on, and the use and enjoyment of the lake parcels in such a Manner as the ASSOCIATION deems in the best interest of the LAGO MAR COLONY Community. The ASSOCIATION shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the ASSOCIATION, may create or participate in a disturbance or nuisance on any part of the property comprising LAGO MAR COLONY.

F. Landscape Easement. The ASSOCIATION hereby reserves to itself, its successors and assigns, an easement of five (5) feet located immediately adjacent to the utility easement provided for hereinabove, along the front of each residential building site. No Homeowner shall have the right to plant in said easement without the prior written consent of the Association. This easement shall be utilized for planting and maintenance of trees adjacent to Parcels "A". Florida Power & Light shall share a portion of this landscape easement for utilities. In the event damage is caused to the landscaping located in said easement by virtue of action of the homeowner, his guests, invitees or servants, then in that event, the Association shall repair and replace such damage and such owner shall be assessed for the expense of same as hereinafter set forth in Article VIII, (C).

ARTICLE V
BUILDING PLANS APPROVAL

For the purpose of further insuring development of LAGO MAR COLONY as a desirable residential community of the highest standards, the ASSOCIATION reserves the right and power to control the type, nature and design of all buildings, structures and other improvements constructed in LAGO MAR COLONY. No building, wall, fence, hedge, seawall, swimming pool, cabana, aerial, antenna or other structures shall be placed upon or adjacent to a residential building site unless and until plans and specifications thereof have been approved in writing by the ASSOCIATION. Each such building, wall, fence, hedge, seawall, swimming pool, cabana, aerial, antenna, solar device, dock and gazebo or other structure shall be placed upon the premises only in accordance with the plans and specifications so approved, a copy of which shall remain on file with the ASSOCIATION. Approval may be refused on any grounds, including purely aesthetic grounds, all in the sound and uncontrolled discretion of the ASSOCIATION and in the interest of maintaining the high standards of LAGO MAR COLONY. No alterations in the exterior appearance of any such building, wall, fence, hedge, seawall, swimming pool, cabana, aerial, antenna or other structure shall be made without similar approval. In the event plans and specifications have been submitted for approval by the ASSOCIATION as provided herein, and in the further event that the ASSOCIATION fails to act upon the request for approval within thirty (30) days of receipt of same, then approval shall be deemed granted; provided, however, that the plans and specifications submitted are not in violation of any of the covenants and provisions of this Declaration. The ASSOCIATION may delegate the function of approving or disapproving building plans to an architectural review board comprised of no more than five (5) and no less than one (1) member, all of whom shall be members of the ASSOCIATION.

ARTICLE VI
RESUBDIVIDING AND FILLING IN

No residential building site or contiguous group of residential building sites shall ever be resubdivided or replatted in any manner which would bring about a greater number of residential building sites than 100. A residential building site may be combined with a contiguous residential building site or part thereof for use for one single-family dwelling, provided that such new parcel extends from the fronting street to an existing rear property line or waterway, but no residential building site shall be changed so as to have a street or waterway frontage, dimension of less than the original residential building site dimension per the site plans attached hereto as Composite Exhibit "C". In the event a residential building site is combined with a contiguous residential building site, or part thereof, then the owner of said new parcel shall have one (1) vote in the ASSOCIATION matters and shall correspondingly pay one (1) share of the ASSOCIATION'S expenses. No residential building site shall be increased in size by filling in the waters on which it abuts.

ARTICLE VII NUISANCES

Nothing shall be done by the owners of property in LAGO MAR COLONY which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, goats, swine, poultry, fowl or other livestock shall be kept on any portion of LAGO MAR COLONY. No sign of any character shall be displayed or placed upon any of the premises or parcels in LAGO MAR COLONY, including "For Rent" or "For Sale" signs, except upon the written approval of the ASSOCIATION, and those deemed necessary by the Developer in the construction and development of LAGO MAR COLONY. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on upon any residential or condominium building site or any part thereof, or in any building site or any part thereof, or in any building or other structure erected thereon except such as is deemed necessary in the development of LAGO MAR COLONY. No trash shall be allowed to accumulate so as to be a detriment to LAGO MAR COLONY or a fire hazard. In the event any owners shall fail and refuse to keep the demised premises free of weeds, underbrush or refuse, or other unsightly bush or objects, then the ASSOCIATION may enter upon said lands and remove the same and the said owners do hereby grant to the ASSOCIATION the right to enforce the provision which seeks to eliminate nuisances of all nature, kind and description. The use of any garage, driveway or parking area which may be in front of, adjacent to or a part of any residential or condominium building site of LAGO MAR COLONY as a parking place for commercial vehicles is prohibited, except as to those vehicles necessary in the development, maintenance and management of LAGO MAR COLONY, or those vehicles parked temporarily for the purpose of pick up, delivery or other commercial services. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, which shall bear signs or which shall have printed on the sides of same reference to any commercial undertaking or enterprise. Parking of boats and boat trailers, campers, trailers, or other recreational vehicles (vehicles designed and constructed primarily for recreational use) upon any driveway or parking area which may be in front of, adjacent to or a part of any residential or condominium building site of LAGO MAR COLONY is prohibited unless approved in writing in advance by the Board or for a period of less than forty-eight (48) hours. The violation of the parking regulations set forth in this paragraph shall be deemed a violation of the nuisance restrictions of this Declaration. The ASSOCIATION shall have the sole and absolute power and authority in its discretion to determine the existence or non-existence of a nuisance under this provision of the Declaration, and the determination by the ASSOCIATION shall not be limited to those nuisances defined herein, but shall include any act, omission or condition which, in the opinion of the ASSOCIATION, detracts from or interferes with the use and enjoyment intended to be preserved by this instrument for all LAGO MAR COLONY residents.

ARTICLE VIII MAINTENANCE EXPENSES AND ASSESSMENTS

Each residential and condominium building site shall be subject to assessments for the purpose of maintaining, operating and managing LAGO MAR COLONY as an exclusive, well-groomed residential community. The owners of each residential building site shall be liable to the ASSOCIATION for one (1) share of the expenses of maintenance and management of the Lago Mar Colony Common Areas and the owners of each condominium unit shall be liable to the ASSOCIATION for one-half (1/2) share of the expenses of maintenance and management of the Lago Mar Colony Common Areas, which expenses shall include, but not be limited to, any and all

replacements and repairs, additional landscaping and beautification, payment of insurance premiums, real and personal property taxes, and any special assessments levied by appropriate governmental authorities, service for collection and disposition of all sewage and refuse, payment of all other reasonable and necessary expenses incidental to the maintenance and management of the community and the Common Areas of LAGO MAR COLONY, payment of salaries of employees for management and other fees which may be incurred and for such additional sums as are necessary to provide a reasonable and adequate reserve fund, for all of which the ASSOCIATION shall levy assessments. There shall never be more than 114 shares, 100 shares being allocated to residential building site and 14 shares (28 partial units) for condominium units, in the event an owner combines' contiguous residential building sites and places one dwelling on said contiguous sites, then, and in that event, said owner shall be determined to own only one (1) share for the combined residential building sites containing one (1) dwelling.

A. Regular Assessments. The ASSOCIATION shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated expenses of the ASSOCIATION for the management and maintenance of LAGO MAR COLONY for the forthcoming year, and based on such estimated expenses, the ASSOCIATION shall fix and determine the amount of assessment to be charged to the owners of each residential and condominium building site for said forthcoming year.

B. Special Assessments. The ASSOCIATION shall levy special assessments to cover any reasonable management and maintenance costs (exclusive of improvements having a cost in excess of Five Thousand Dollars (\$5,000.00) per occurrence) for which the regular assessments have been insufficient. Special assessments for additional improvements to the Lago Mar Colony Common Areas costing in excess of Five Thousand Dollars (\$5,000.00) per occurrence may be made by the ASSOCIATION only with the consent of sixty percent (60%) or more of the total votes of the ASSOCIATION membership.

C. Assessments for Maintenance of Residential Building Sites. Each owner of a residential and condominium building site is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include with regard to residential building sites, the periodic requisite painting of all structures and the maintenance of lawns, shrubbery and trees in a well-groomed and trim condition, and, if unimproved, in an orderly and uncluttered condition. In the event of the failure of the owners of residential and condominium building sites to maintain their property as required herein, then the ASSOCIATION after first giving thirty (30) days notice to such owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions and the owner or owners of said property shall be assessed for the expense of same. Assessments may also be levied against any residential or condominium building site for any damage to the Lago Mar Colony Common Areas or property of the ASSOCIATION which may be caused by the owners of such residential or condominium building sites, their lessees, guests or invitees.

D. Assessments for Cost of Staffing Security Gate at Entrance to LAGO MAR COLONY and Country Club Areas. Each owner of a residential building site and a condominium unit shall be assessed periodically for their proportionate share of the total cost of staffing the security gate at the entrance to LAGO MAR COLONY.

ARTICLE IX
PAYMENT OF ASSESSMENTS, DEFAULT AND LIEN OF THE LAGO MAR COLONY
ASSOCIATION

A. **Payment and Default.** Assessments shall be made by the ASSOCIATION on a quarter-annual basis, and same shall be due and payable by the members of the ASSOCIATION promptly upon receipt of notice of same ("the due date"). Assessments not paid on or before fifteen (15) days following the due date shall be deemed past due. All assessments shall be collected by, and made payable to, the ASSOCIATION, and, at the option of the ASSOCIATION, all past due assessments shall bear interest at the highest rate per annum permitted by law from the due date thereof until paid. Joint owners of a residential and condominium building site shall be severally and jointly liable for the full amount of all assessments chargeable against said building site.

In the event an assessment is deemed past due, then the ASSOCIATION shall have the authority to impose a late fee in the highest amount permitted by law for each installment that is paid past the due date, and shall further upon recording of a lien have the authority to accelerate the entire amount of any Assessment for the remainder of the budget year notwithstanding any provisions for the payment thereof in installments. If an assessment becomes past due, the Association shall send notice of default to such delinquent owner by personal delivery or by regular mail at the last address furnished by said owner to the ASSOCIATION. In the event such default continues for an additional thirty (30) days after delivery or mailing of said default notice, then, without further notice or demand, the ASSOCIATION may take such action as is deemed necessary to collect the past due sums and/or to foreclose the lien on the building site of said delinquent owner, all as more hereinafter provided.

B. **Lien for Assessments.** The ASSOCIATION shall have a lien for assessments against the residential or condominium building site of a delinquent owner. The lien shall be effective from and shall relate back to the date on which the original declaration of the community was recorded, and shall be recorded in the Public Records of Broward County, Florida, and shall exist as security for all unpaid assessments, interest thereon as herein provided, and all costs incurred in collection of same, including a reasonable attorneys' fee, until said lien has been satisfied of record. Upon receipt by the ASSOCIATION of payment in full of all past due assessments, and costs and fees incurred in the collection of same, the ASSOCIATION shall record in the Public Records of Broward County, Florida, a duly executed Satisfaction of Lien.

The lien for assessments filed by the ASSOCIATION shall be deemed to be prior and superior to any homestead status regardless of the time of creation of same, prior and superior to all mortgages except institutional mortgages as hereinafter defined, regardless of the time of filing of the lien for assessments, and shall further be deemed prior and superior to any other liens or encumbrances regardless of the time of filing of the lien for assessments. Any payment received by the ASSOCIATION shall be applied in accordance with the provisions of Florida Statutes Chapter 720, as same may be amended from time to time.

In the event of the foreclosure of an "institutional mortgage" recorded prior to the date of

recording of this amendment and as hereinafter defined, all unpaid assessments due for the period prior to the date of issuance of a Clerk's Certificate of Title, or other final instrument of conveyance from the Court having jurisdiction of the foreclosure proceedings, or delivery of a deed in lieu of foreclosure, shall be eliminated, and such grantee of said building site shall be liable only for assessments subsequent to the date of acquisition of title. An "institutional mortgage," for the purpose of this instrument, shall be defined as a recorded first mortgage executed and delivered to a bank, savings and loan association or insurance company authorized to do business in the State of Florida. The rights of any and all holders of "institutional mortgages" recorded on or after the date of recording of this amendment in the Official Records of Broward County, shall be determined in accordance with the provisions of Florida Statutes Chapter 720, as same may be amended from time to time. The lien for assessments shall survive all other foreclosure proceedings or transfers of whatever nature, and the transferee of each residential or condominium building site, or interest therein, upon acquisition of such interest shall be jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title, in accordance with the provisions of Florida Statutes as same may be amended from time to time. A lien with reference only to the building site shall effectively encumber all appurtenances of the building site. For and during any period of time while a lien for assessments is recorded as an encumbrance against a building site as aforesaid, and remains unsatisfied, membership privileges in the ASSOCIATION shall be suspended for the owners of such building site, and any persons holding possession under such owners.

C. Collection and Enforcement. The ASSOCIATION shall have the power and authority to collect past due assessments by an action at law against the delinquent owners and/or by foreclosure of the lien for assessments in a court of equity or other court having jurisdiction thereof, or the ASSOCIATION may enter into such settlements or compromises with reference to past due accounts as the ASSOCIATION deems to be in its best interest. In the event of the foreclosure of the assessment lien, the ASSOCIATION shall be entitled to bid at the foreclosure sale, and to become the owner of the building site being foreclosed. In the event the ASSOCIATION becomes the owner of a building site as a result of the foreclosure of such lien, or otherwise by virtue of a default, the ASSOCIATION may sell, or otherwise transfer or lease, the building site upon such terms and conditions as the ASSOCIATION deems best. In the event of such sale by the ASSOCIATION, the proceeds realized therefrom, together with any proceeds realized in an interim leasing or renting of said premises, shall be applied first in payment of all past due assessments and obligations charged against said building site and then in payment of any and all costs, expenses, commissions and/or fees incurred in obtaining possession, in the sale and leasing and in maintaining and repairing same. The transferee of any interest in a building site shall be liable for all past due assessments charged against same. The ASSOCIATION shall furnish a written statement showing the status of assessments chargeable against any building site in LAGO MAR COLONY upon written request of any person intending to purchase, encumber or otherwise acquire an interest in a building site, and such statement signed by an officer of the ASSOCIATION and bearing the seal of the ASSOCIATION shall be conclusive and binding upon the ASSOCIATION and its members. The ASSOCIATION shall have the right to charge a fee in connection with the issuance of such written statement in the highest amount permitted by law, as same may be amended from time to time.

Notwithstanding the foregoing, the holder of any mortgage encumbering a building site, or interest therein, in LAGO MAR COLONY, shall be required to notify the ASSOCIATION in

writing of any intended foreclosure action against any said building site, said notice to be delivered to the ASSOCIATION not less than thirty (30) days prior to the commencement of foreclosure proceedings, during which time the ASSOCIATION shall have the right, but not the obligation, to cure any default status, any payments or expenditures made by the ASSOCIATION in so doing and in thereafter preventing a default and any and all costs incurred in connection therewith shall be treated as assessments chargeable against the individual building site, for which the ASSOCIATION shall have a lien, as provided for hereinabove.

ARTICLE X
TRANSFER OF RESIDENTIAL OR CONDOMINIUM BUILDING SITES

The acceptance by any grantee or transferee of any interest in any building site or property located within LAGO MAR COLONY shall constitute an acceptance by that individual and/or entity of the terms and provisions of this Amended and Restated Declaration and his, her or its agreement to be bound by the terms and provisions contained herein.

Maintenance of Interests of all Property Subject to this Declaration

In order to maintain a Community of congenial residents who are financially and otherwise responsible, including but not limited to, law abiding, and thus protect the value of the Community, the transfer of residential or condominium sites or any portion thereof shall be subject to the following provisions:

(A) **Sale.** A residential or condominium site or any interest therein may not be disposed of or transferred in any manner, including, but not limited to sale, without the prior written approval of the Association as provided for herein.

(B) **Rental or Lease.** An entire residential or condominium site may be rented or leased provided occupancy is only by lessee's family and lessee's guests and provided all such individuals are approved by the Association as set forth below. Residential or condominium sites may be leased or rented only two times in a twelve-month period. The term for each residential site lease or rental shall not be less than six (6) months. The term for each condominium site lease or rental shall not be less than three (3) months. No subleasing is permitted at any time.

A residential or condominium site shall not be leased or rented without the prior written approval of the Association, as provided for herein. The Association will delegate approval of the sale, transfer, rental or lease of a condominium to the Board of the Condominium Association for condominiums included within an association's particular condominium provided however, such condominium association's approval is based on no less restrictive provisions than that provided for herein.

C. **Approval/Disapproval.** The owner or the intended purchaser, transferee or lessee shall furnish such information as the Association or its designee may reasonably require,

including a copy of the proposed purchase agreement or lease. The prospective purchaser, transferee or lessee shall make themselves available for a personal interview, if desired by the Board or its designee, prior to the approval of such purchase, transfer or lease. The Association may require, without limitation, credit history, a criminal background investigation, past residency information or employment verification and personal references.

The Association or its designee may consider the following factors and may confer freely with counsel in reaching its decision. The following factors may be deemed to constitute good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the community.
2. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or any sexual offense of any nature.
3. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts.
4. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this community or other residences as a tenant, or Owner;
5. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
6. The Owner requesting the transfer has had fines assessed against him or her which have not been paid;
7. The application was not fully completed or contained errors, omissions or falsehoods; or,
8. All Assessments and other charges against the site have not been paid.

It shall be the owner's obligation to furnish the purchaser, transferee or lessee with a copy of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations ("Governing Documents"). With regard to and lease or rental, any violations of the Governing Documents shall constitute a material breach of the lease and the Association is hereby appointed as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the lessee, or otherwise. The owner shall not be relieved of any liability or responsibility by virtue of the existence of said lease or any of the foregoing provisions. The owner shall have a duty to bring his or her tenant's conduct into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without

notice to cure, where legally permissible. If the owner fails to bring the conduct of the tenant into compliance with the Governing Documents, the Association and its authorizing designee shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Governing Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association and its authorizing designee shall have a right to recover any costs or fees, including attorney's fees, from the owner, which shall be secured by an assessment and lien in the same manner as common expense charges.

The Association shall have the right to require that a substantially uniform form of addendum to lease be used so as to ensure compliance with the provisions hereof, as a condition precedent to its approval of any proposed lease. The Association shall have the right to charge an application fee in the amount of \$125.00 or the maximum amount permitted by law, whichever is greater. The Association will waive such fee if it has delegated the approval to the Board of the condominium association for condominiums included within its condominium, if such association charges its own application fee. There shall be no renewal of leases without application to and approval by the Association or its designee. Renewal applicants are not required to remit the application fee, which may be charged by the Association.

The lessee or tenant of a residential or condominium site, upon receipt of a written demand from the Association or its authorized representative, shall remit rental payments which may be owed to the Owner directly to the Association to the extent of any delinquencies in the assessments, and related fees and costs owed by the owner of the leased residential or condominium site.

In the event a sale, transfer, rental or lease is approved, such approval shall be provided in writing by the ASSOCIATION in recordable form and such approval shall not release the owner from any obligation under this Declaration. If a sale, transfer, lease or rental, application and/or the prospective purchaser, transferee lessee or tenant, is disapproved then the sale, transfer, lease or rental shall not be made.

Any sale, transfer, lease or rental not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association and the Association may take any legal action required to void the sale or transfer or terminate any such lease and remove the lessee(s) there under. The Association shall have a right to recover any costs or fees, including attorney's fees, from the owner, which shall be served by an assessment and lien in the same manner as a common expense charge.

ARTICLE XI MAINTENANCE AND MANAGEMENT OF LAGO MAR COLONY

The LAGO MAR COLONY PROTECTIVE ASSOCIATION shall maintain, operate and manage LAGO MAR COLONY and its Common Areas as an exclusive residential community of the highest standards, and shall do and perform any and all acts and things necessary or desirable in

order to provide pleasant, quiet and enjoyable living for the owners of building sites. The ASSOCIATION shall maintain in good condition and repair at all times, all Lago Mar Colony Common Areas as hereinbefore identified, and any property now or hereafter owned by the ASSOCIATION, and any additional property, which must necessarily be maintained by the ASSOCIATION in order to preserve the neat and orderly appearance of the Lago Mar Colony Common Areas.

Should the ASSOCIATION fail to adequately maintain the roads described in this Declaration, after thirty (30) days notice to do so by the City of Plantation, the City of Plantation shall have and is hereby given the same rights and powers that are provided to the ASSOCIATION concerning the right to assess each owner for the maintenance of roads, including the creation and enforcement of assessments and liens.

The ASSOCIATION shall pay promptly when due all of its obligations for payment of the expenses of maintenance, operation and management of LAGO MAR COLONY, including utility charges, taxes, insurance, etc., and other items assessed for maintenance and management of the Lago Mar Colony Common Areas and the property owned by the ASSOCIATION and all items for which the owners of building sites are assessed as hereinbefore provided. In no event shall any officers or members of the Board of Directors be responsible for the performance of any duties and obligations in the management, maintenance and operation of LAGO MAR COLONY which will require the expenditure of funds unless such funds are available, or which require other performance which is not feasible or advisable.

ARTICLE XII REMEDIES FOR VIOLATIONS

For violation or breach of any of these restrictions by any person or by any person claiming an interest in any building site in LAGO MAR COLONY, the ASSOCIATION shall have the right to bring suit, either at law or in equity, in a court of competent jurisdiction, to compel compliance with the terms hereof or to prevent violation or breach of any of them. In addition, the ASSOCIATION shall have the power and authority to enter upon the property of any owner of any fee simple interest in a building site of LAGO MAR COLONY where such violation exists and summarily abate and remove the same at the expense of the owner thereof, and such entry and abatement and removal shall not be deemed a trespass. Further, in instances where property is not maintained in good condition and repair as described herein, the ASSOCIATION, in its sole discretion, may enter upon such property and perform such work as is necessary to insure the continuance of LAGO MAR COLONY as a residential community of the highest standard. Any expense incurred by the ASSOCIATION in abating, removing, repairing or maintaining property, including costs and expenses of collection and enforcement, including reasonable attorneys' fees and costs, shall be constituted as part of the lien against said property, and may be foreclosed in the same manner as any lien, mortgage, or other encumbrance. Moreover, any potential purchaser who does not comply with the provisions set forth in Article II hereof (requiring a "Social" level club membership as a condition precedent to ownership in Lago Mar Colony) shall be subject to an additional annual assessment by the ASSOCIATION in an amount equal to the then annual dues for a "Social" level membership at the Lago Mar Country Club. Any such assessment shall

be due and payable within thirty (30) days from the start of the Country Club's fiscal year, which is presently November 1. The failure to pay any assessment levied under this section shall be enforceable by the ASSOCIATION in the manner provided in Article IX of this Declaration and shall be treated in the same manner as any other assessment levied by the ASSOCIATION.

ARTICLE XIV
AMENDMENTS

This Amended and Restated Declaration may be amended at any time by a vote of sixty (60%) percent or more of the total votes of the memberships at any regular or special meeting of the members of the ASSOCIATION called for the purpose of considering the proposed amendment. Such amendment shall be evidenced by recorded document and by recorded Certificate of Resolution executed by the Secretary of the ASSOCIATION under its seal showing compliance with this provision.

In no event shall this Amended and Restated Declaration be amended in any manner which would divest any owner and holder of an institutional first mortgage or the owner of any building site of any vested right of a readily ascertainable value without first obtaining the consent of the owner and holder of any institutional first mortgage or any building site owner whose interest is so affected.


ARTICLE XV
VALIDITY OF PROVISIONS

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

ARTICLE XVI
COVENANTS RUNNING WITH THE LAND – DURATION

The foregoing restrictions, covenants, burdens and servitudes shall run with the land and except as otherwise herein specifically provided by law, shall remain in full force and effect for a period of forty (40) years at which time they shall be extended automatically for successive periods of ten (10) years each, unless by vote of the owners of a majority of the voting members of LAGO MAR COLONY, the same shall terminate.

IN WITNESS WHEREOF, the ASSOCIATION has executed this, the LAGO MAR COLONY Amended and Restated Declaration, in Fort Lauderdale, Broward County, Florida, this 14 day of Feb. 2012.



Cliff Bauer, President

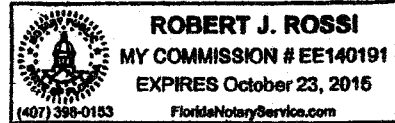
STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this 14 day of ~~FEBRUARY~~ FEBRUARY 2012, before me personally appeared CLIF BAUER as representative of LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., a not-for-profit corporation formed under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing LAGO MAR COLONY Amended and Restated Declaration, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Lauderdale, Florida, this 14 day of FEBRUARY 2012.

ROBERT J. ROSSI
RJ Rossi



**RESTATED ARTICLES OF INCORPORATION
OF
LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC.**

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

ARTICLE I

The name of this corporation shall be:

LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC.,

which shall herein be referred to as "The Association."

ARTICLE II

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

A. To promote the health, safety and social welfare of the owners of residential and condominium building sites in Lago Mar Colony.

B. To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets and other common areas, structures and other improvements in Lago Mar Colony for which the obligation to maintain and repair has been delegated and accepted.

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

D. To provide or provide for private security and such other services, the responsibility for which have been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Lago Mar Colony.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the

EXHIBIT "A"

RESTATED ARTICLES OF INCORPORATION
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D. To provide or provide for private security and such other services, the responsibility for which have been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Lago Mar Colony.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the

members of The Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

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

G. To perform all of the functions contemplated for The Association, and undertaken by the Board of Directors of The Association, in the Amended and Restated Declaration of Protective Covenants governing the development, use and enjoyment of Lago Mar Colony, all as more fully set forth as recorded in the Public Records of Broward County, Florida.

ARTICLE III.

All owners of residential and condominium building sites in Lago Mar Colony shall automatically become members of The Association upon acquisition of such interest as more fully provided in said Amended and Restated Declaration of Protective Covenants and in the Bylaws of The Association. Such membership shall automatically terminate when such person is no longer the owner of a residential or condominium building site.

ARTICLE IV.

The Association shall have perpetual existence.

ARTICLE V.

The names and addresses of the subscribers of this Certificate of Incorporation are as follows:

Walter L. Banks	1567 Ponce DeLeon Blvd. Ft. Lauderdale, Florida
Robert E. Murdoch	937 S.E. 7 th Street Ft. Lauderdale, FL 33301
Jane A. Lighton	10550 S.R. 84 Ft. Lauderdale, Florida 33324

ARTICLE VI.

The affairs of The Association shall be managed by the Board of Directors which shall elect a President, Vice President, Secretary and Treasurer and such assistance as may be desirable. Directors of The Association shall be elected at the annual meeting of the membership, and officers shall be elected at the first meeting of the Board of Directors following the annual meeting of the membership as provided in the Bylaws of The Association.

ARTICLE VII.

The names of the officers who shall serve until the first election of officers are as follows:

Walter L. Banks	President
Deborah Banks	Vice President
Richard Osen	Secretary-Treasurer

ARTICLE VIII.

The Board of Directors shall consist of not less than three directors, the exact number of directors to be determined by the Bylaws of The Association.

The first Board of Directors of The Association shall serve until the first annual meeting of the members of The Association and shall consist of three directors whose names and addresses are as follows:

Walter L. Banks	1567 Ponce DeLeon Blvd. Ft. Lauderdale, Florida
Deborah Banks	1567 Ponce DeLeon Blvd. Ft. Lauderdale, Florida
Richard Osen	1980 N.E. 55 th Court Ft. Lauderdale, Florida 33324

In the event any of the above directors shall fail to serve, the W. L. Banks Development Corporation, hereinafter referred to as "Developer," shall have the right to appoint a replacement director until the first annual meeting of the membership.

ARTICLE IX

The Bylaws of The Association shall be proposed and adopted by the Board of Directors, and thereafter may be altered or rescinded by voters of the membership as provided in the Bylaws.

ARTICLE X

Prior to the first annual meeting of the membership, this Certificate of Incorporation shall be amended by a majority vote of the Board of Directors. Thereafter, amendments to this Certificate of Incorporation may be proposed by any member or director and may be adopted by three-fourths (3/4) vote of the membership at the annual meeting of members, or at a special meeting of the members provided, however, that in either instance, notice of the proposed amendment has been given with notice of the meeting, and provided further that such amendment has been approved by not less than a majority vote of the Board of Directors of The Association.

ARTICLE XI

In order to give effect to the purpose for which this corporation is organized and as more fully set forth in the Amended and Restated Declaration of Protective Covenants concerning the control of Lago Mar Colony and The Association by the Developer for an initial period of time, which in any event, shall not exceed August 31, 1980, it is expressly set forth herein that the Developer shall appoint the directors and shall elect the officers of The Association until such time as the first annual meeting of the members of The Association which shall occur simultaneously with the turnover of The Association to the members thereof.

ARTICLE XII

Indemnification of Officers and Directors

A. The Association hereby indemnifies any director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, 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 officer or director for an act alleged to have been committed by such officer or director in his capacity of officer or director of The Association. This indemnification shall extend to all judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's 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 and 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. Determination of any such action, suit or proceeding in any manner 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.

The officer or director indemnified shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty of The Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held, shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnification for such expenses which such tribunal shall deem proper.

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

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

IN WITNESS WHEREOF, the President, on behalf of the Board of Directors, has affixed his signature hereto this 14 day of February, 2012.



Cliff Bauer, President

AMENDED AND RESTATED BYLAWS
OF
LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC.,
A corporation not for profit under the laws
of the State of Florida

ARTICLE I
General

Section 1

The name of the corporation shall be LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., which shall herein be referred to as "The Association".

Section 2

The principal office shall be located at Hacker & Romano, CPA's, 3300 N. 29th Avenue, Suite 102, Hollywood, Florida 33020, or such other address or location as determined by the Board from time to time.

Section 3

Other offices for the transaction of business shall be located at such places as the Board of Directors may from time to time determine.

Section 4

The fiscal year of The Association shall be the calendar year or such other time as may be determined by the Board of Directors.

Section 5

The seal of The Association shall bear the word, "Florida"; the words, "Corporation Not For Profit"; the year of incorporation; an impression of which seal is as follows:

Section 6

As used in these By-laws a residential or condominium building site, shall mean each lot, parcel or condominium unit designated for residential use by the site development plans of LAGO MAR COLONY, formerly known as LAGO MAR COLONY, LAGO MAR COLONY TWO and LAGO MAR COLONY THREE and/or the LAGO MAR COLONY Amended and Restated Declaration of Protective Covenants.

EXHIBIT "B"

Section 7

The Association has been organized for the purpose of managing, operating and maintaining an exclusive residential community known as "LAGO MAR COLONY" located in the City of Plantation, Florida as provided by the Amended and Restated Declaration of Protective Covenants governing the use, maintenance and management of LAGOMAR COLONY.

ARTICLE II
Membership

Section 1

All owners of residential or condominium building sites in Lago Mar Colony shall automatically become members of The Association upon acquisition of their ownership interest. Transfer of ownership interest in a residential or condominium building site, either voluntarily or by operation of law, shall automatically terminate the membership in The Association of the owners of such interest.

Section 2

In the event of dissolution of The Association for any cause, members in good standing at the time of such dissolution shall be entitled to participate in distributable assets to the extent of their membership interest in The Association.

ARTICLE III
Meetings of Members

Section 1

The annual meeting of the members shall be held on such date and time during the month of February of each year as may be determined by the Board at the principle place of business of the Association or on such other designated time, place or date as determined by the Board. At such annual meetings, the members shall elect directors to serve until their successors shall be elected and qualify.

Section 2

Special meetings of the members at the same place as the annual meeting may be called at any time by president, or in his absence, by the vice president; or by the majority of the members of the Board of Directors. It shall be the duty of the directors, president or vice president, to call such a meeting whenever so requested by members of The Association constituting a majority of the outstanding ownership interests.

Section 3

Notice of the time and place of all annual and special meetings shall be mailed or hand delivered or electronically delivered to each member not less than fourteen (14) days before the date thereof.

Section 4

The president or, in his absence, the vice president, shall preside at all such meetings.

Section 5

At each meeting, each owner of a residential building site shall be entitled to cast one vote for each residential building site owned, and each owner of a condominium unit shall be entitled to cast one-half vote for each condominium unit owned, however, if an owner owns contiguous residential building sites and places one dwelling on said contiguous site, then said owner may elect to have said sites considered as one residential building site and shall only have one vote. Votes may be cast either by person or by proxy. All proxies shall be in writing and shall be filed with the secretary of the corporation and be tendered of record in the minutes of the meetings.

Section 6

Each vote may be cast for as many persons as there are directors to be elected. If a residential or condominium building site is held jointly by more than one owner, the joint owner shall file with the secretary of The Association before such meeting the name of the joint owner authorized to cast the vote for such residential or condominium building site. If the residential or condominium building site is held in the name of a corporation, the vote shall be cast by the person designated in writing by the corporation and filed with the secretary of The Association before each meeting.

Section 7

A quorum for the transaction of business at any such meeting shall consist of thirty (30%) percent of the membership interests of The Association; however, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time.

When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which by express provisions of applicable statute, the said Declaration of Protective Covenants, or by the Bylaws, a different vote is required, in which case, such express provision shall govern and control the determination of such question.

Section 8

A complete list of the members entitled to vote at each annual or special meeting of the members shall be furnished and certified by the secretary of The Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified lists shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV
Board of Directors

Section 1

The business and affairs of the Association shall be managed by a board of seven (7) directors, six (6) of whom shall be from the Colony "at large" and one (1) of whom shall be a Condominium building site owner. All directors must be members of the Association. The exact number of the Board may be changed, from time to time, by the Board so long as there shall always be a minimum of five (5) directors and there shall always be a Condominium representative on the Board. If no owner of a Condominium building site shall be desirous of serving on the Board, any other Association member may serve in the capacity as the Condominium Board representative.

Section 2

At all annual meetings of members, directors shall be elected from among the members of the Association for two (2) year terms. These terms shall be staggered so that four (4) members of the Board of Directors shall be elected at one annual meeting and at the next annual meeting, three (3) members shall be elected. In order to accomplish this at the first annual meeting held following the passage of this amendment, seven (7) new Directors shall be elected to the Board. The four (4) Directors elected with the most votes shall serve for their first term, a term of three (3) years. The remaining three (3) Directors shall serve for a term of two (2) years. Thereafter, all Directors shall serve terms of two (2) years, so that every other year, three (3) or four (4) new Directors shall be elected. In the event of a vacancy on the Board of Directors, the Board of Directors shall appoint a replacement until the replaced Director's term has expired.

Section 3

The organizational meeting of the directors shall be held within ten (10) days from the date of the annual meeting and election, or immediately after the adjournment of same.

Section 4

Special meetings of the Board of Directors may be held at such time and place as the Board may designate. Such meetings may be called by the president and in his absence by the vice president or by any two members of the Board.

Section 5

Notice of all regular and special meetings, except as provided in Article IV, Section 4, shall be mailed or electronically delivered to each director by the secretary at least forty-eight (48) hours previous to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof.

Section 6

A quorum for the transaction of business at any regular or special meeting of the directors shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meetings shall have power to adjourn the meeting to a future time. The approval of minutes by execution of same by a director shall constitute his presence for the purpose of determining a quorum.

Section 7

The directors shall elect, by majority vote, the officers of the Association at the organizational meeting of the Board. All officers shall be elected by directors. All officers, and the respective assistants, if any, shall be elected from the members of the Board of Directors. An officer may be removed at any time by a seventy (70%) percent vote of the full Board of Directors. An officer or director may be removed by a two-thirds (2/3) vote of all Association members present at an annual meeting or special meeting of the membership called for the purpose of considering such removal.

Section 8

The directors may, by resolution, appoint members of the Board as an executive committee to manage the business of The Association during the interim meetings of the Board. The executive committee shall keep records of its meetings.

Section 9

The directors may, by resolution, appoint members of the Board or members of The Association as an architectural control committee to carry forth the functions of the architectural control committee as more fully set forth in the Declaration of Protective Covenants for Lago Mar Colony.

Section 10

Directors or officers shall receive no compensation for their services in such capacity, but a director or officer shall not be precluded from receiving compensation for any services rendered to The Association in another capacity.

Section 11

At each annual meeting of the membership, the directors shall submit a statement of the business transacted during the preceding year, together with a report of the general financial condition of The Association, and of the condition of its real and personal property.

Section 12

The Directors shall have additional powers and authority provided by these By-laws as amended and as are conferred by the Certificate of Incorporation of this Association, as amended, and the laws of the State of Florida and the Amended and Restated Declaration of Protective Covenants governing the use, enjoyment, and maintenance of LAGO MAR COLONY.

ARTICLE V

Officers

Section 1

The officers of the Association shall be the President, Vice-President, Secretary and Treasurer. In addition, the Board of Directors may elect such additional Assistant Officers for a period to extend to the next Annual Meeting as they, in their discretion, deem to be needed for the proper performance of the corporate business. Officers shall be elected at the organizational meeting of the Board of Directors and shall hold office at the pleasure of the Board and until their successors are duly elected and qualified according to the applicable provision or provisions of these By-Laws.

Section 2

The President shall be the chief executive officer, shall preside at all Directors' and Owners' meetings, and shall have executive powers and general supervision over the affairs of the Association and over other officers. This officer shall perform all other duties as are incident to this office, including supervising the preparation, signing and submission of all contracts (with the consent of a majority of the Board) and of reports required by local, state and federal regulations, including, but not limited to, federal and state income tax and state intangible property tax, where applicable. The Vice President of the Association shall have the same authority and shall, in the absence of the President, perform all of the duties of the President, and such other duties as may be required by the Board of Directors.

Section 3

The secretary shall issue notices of all directors' and members' meetings, and shall attend and keep minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal, all membership cards; and shall perform all such other duties as are incident to his office.

Section 4

The treasurer shall have custody of all money and securities of The Association and shall give bond in such sum and with such sureties as the directors may require, conditioned upon the faithful performance of the duties of his office. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records and other papers, to the directors, for their examination and approval as often as they may require; he shall deposit all monies and other valuable effects in the name of and to the credit of The Association, in such depositories as may be designated by the Board of Directors, and shall disburse the funds of The Association as ordered by the Board; and shall perform all such other duties as are incident to his office.

ARTICLE VI

Inspection of Books and Accounts

Section 1

The books and accounts and records of The Association shall be opened to inspection by members of the Board of Directors and members of The Association at all reasonable times.

ARTICLE VII

Notices

Section 1

All notices required by these Bylaws shall be in writing and shall be either hand delivered or deposited in the U.S. mails properly addressed to the last known post office address of the person entitled to such notice.

Section 2

Any notices required hereunder may be waived in writing by the addressee of same.

ARTICLE VIII

Management, operation and maintenance of Lago Mar Colony

Section 1 - General

The Board of Directors shall exercise all of the powers and duties of The Association as provided in these Bylaws and the Certificate of Incorporation of The Association, and in the Declaration of Protective Covenants.

Section 2 - Assessments

The Board of Directors shall prepare an annual budget in advance of the commencement of each fiscal year of the Association, which shall project the estimated expenses, maintenance, leasing,

operation and management of the Association for the forthcoming year and the share thereof to be paid by the owners of each residential building site and condominium unit all as provided in the Amended and Restated Declaration of Condominium Covenants. In the event the Board shall fail to prepare an annual budget and deliver copies of same as aforesaid in time for the forthcoming year, then the budget for the preceding year shall remain in effect and the assessments shall be payable by the owners in accordance therewith until the new budget becomes effective.

Section 3 - Assessment Records

Complete assessment records shall be maintained for the account of the owners of each residential or condominium building site, showing the name and address of each owner thereof, the amount of each assessment against each owner, the due dates of each assessment, the amounts paid on the account and any balance due.

Section 4 - Management

The Board of Directors shall have the power and authority to engage the services of all personnel necessary for the maintenance, operation and management of all of Lago Mar Colony, including the right and power to employ attorneys, accountants, contractors, and other personnel, and/or the Board of Directors may contract for professional management, in which event the Board may assign and delegate the entire management responsibility of The Association, reserving, however, such supervisory control as it deems necessary.

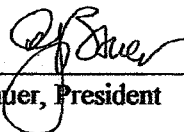
ARTICLE IX

Amendments

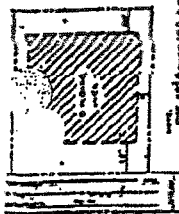
Amendments to these Bylaws may be made by a sixty (60%) percent vote of the members of The Association. Amendments may be made at the annual meeting of said members or at special meetings pursuant to notice clearly setting forth the proposed amendments. All amendments shall be certified by the secretary and recorded in the Public Records of Broward County, Florida. No amendments may be made which would in any way limit or interfere with the authority and control of the developer as herein provided.

I HEREBY CERTIFY that the foregoing Bylaws were duly adopted at the first meeting of the Board of Directors of Lago Mar Colony Protective Association, Inc.

IN WITNESS WHEREOF, the President, on behalf of the Board of Directors, has affixed his signature hereto this 14 day of FEBRUARY, 2012.



Cliff Bauer, President



TYPICAL SITE

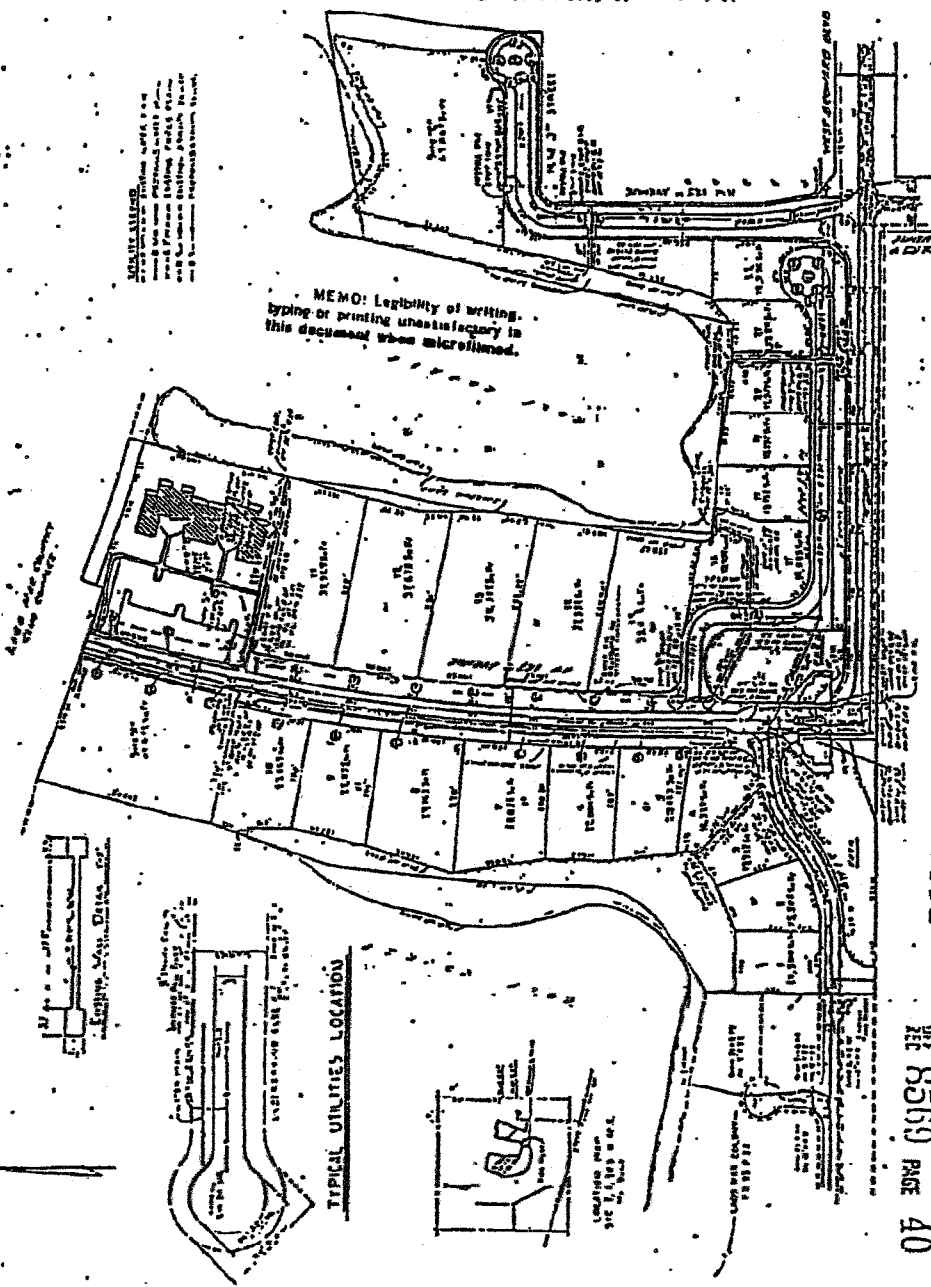
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Set Orientation Plan

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REF 8569 PAGE 40

TYPICAL UTILITIES LOCATION

EXHIBIT "C"

ITEM I.

MOST SUITABLE - RECOMMENDED

- | | |
|---|--|
| Pigeon Plum - <i>Coccoloba diversifolia</i> | 16. Lysilcna - <i>Lysilcna bahamense</i> |
| Satin Leaf - <i>Chrysophyllum oliviforme</i> | 17. Buccaneer Palm - <i>Pseudophoenix sargentii</i> |
| Live Oak - <i>Quercus virginiana</i> | 18. Slash Pine - <i>Pinus elliottii</i> , variety det. |
| Mahogany - <i>Swietenia mahagoni</i> | 19. Tamarind - <i>Tamarindus indica</i> |
| Jaeger tree - <i>Cordia sebestena</i> | 20. Paradise tree - <i>Simaruba glauca</i> |
| Red Maple - <i>Acer rubrum</i> | 21. Jamaica Dogwood - <i>Pisidia piscipula</i> |
| Brittle Thatch Palm - <i>Thrinax microcarpa</i> | 22. King's Holly - <i>Ilex krugiana</i> |
| Silver Palm - <i>Cocothrinax argentata</i> | 23. Iron Wood - <i>Krugiodendron ferreum</i> |
| Sabal Palm - <i>Sabal palmetto</i> | 24. Red Berry Stopper - <i>Eugenia confusa</i> |
| Dahoon Holly - <i>Ilex cassine</i> | 25. Spicewood - <i>Calyptanthus zuzugium</i> |
| Gumbo Limbo - <i>Bursera simaruba</i> | 26. Star Apple - <i>Chrysophyllum cainito</i> |
| Buttonwood - <i>Conocarpus</i> (varieties) | 27. Mastic - <i>Mastichodendron foetidissimum</i> |
| Torchwood - <i>Myrsine balsamifera</i> | 28. Strong Bark - <i>Dorreria ovata</i> |
| Balsam Apple - <i>Clusia rosea</i> | 29. Blolly - <i>Pisonia discolor</i> |
| Sea Grape (male) - <i>Coccoloba uvifera</i> | |

ITEM II.

ACCEPTABLE

- | | |
|---|--|
| Bottle Brush - <i>Callistemon</i> species | 14. Sissoo - <i>Dalbergia sissoo</i> |
| Black Olive - <i>Bucida buceras</i> | 15. Carambola - <i>Averrhoa carambola</i> |
| Beauty Leaves - <i>Calophyllum</i> species | 16. Malayan Dwarf Coconut Palm - <i>Cocos nucifera</i> variety Dwarf Malayan |
| Royal Poinciana - <i>Delonix regia</i> | 17. Mimusops - <i>Mimusops roxburghii</i> |
| Jacaranda - <i>Jacaranda acutifolia</i> | 18. Rose Apple - <i>Syzygium jambos</i> |
| Trumpet trees - <i>Tabeuia</i> species | 19. Strawberry tree - <i>Metingia calabura</i> |
| Shower trees - <i>Cassia</i> species | 20. Seven Year Apply - <i>Casasia clusifolia</i> |
| Pecan - <i>Carya pecan</i> | 21. Ficus - All species |
| Queens Crape Myrtle - <i>Lagerstroemia speciosa</i> | 22. Orchid trees - <i>Bauhinia</i> species |
| Sapodilla - <i>Manilkara zapoda</i> | 23. Schefflera - <i>Brassia actinophylla</i> |
| Acacia trees - <i>Acacia</i> species | 24. Silk Oak - <i>Grevillea robusta</i> |
| Allspice - <i>Pimenta dioica</i> | 25. Avocado - <i>Persea americana</i> |
| Coral trees - <i>Erythrina</i> species | 26. Mango - <i>Mangifera indica</i> |
| | 27. Loquat - <i>Eriobotrya japonica</i> |

ITEM III.

NOT ACCEPTABLE/NO EXCEPTIONS

1. Melaleuca - *Melaleuca quinquenervia*
2. Jambolin - *Syzygium cumini*
3. Australian Pine - *Casuarina glauca* and *equisetifolia*
4. Adonidia - *Vetchia merrilli*
5. Common coconut (Jamaican Tall) - *Cocos nucifera*
6. Brazilian Pepper - *Schinus terebinthifolius*
7. Bischofia - *Bischofia javanica*
8. Frangi Pangi - *Plumeria* species
9. Poison Wood - *Metopium toxiferum*

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EXHIBIT "D"

LAGO MAR COLONY DRAINAGE ASSOCIATION, INC.

FILED
11 JUN 1978
SEC. OF STATE
TALLAHASSEE, FLA.

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit under Chapter 617 of Florida Statutes, and certify that:

ARTICLE I.

The name of this corporation shall be: LAGO MAR COLONY DRAINAGE ASSOCIATION, INC., which shall herein be referred to as "The Association."

ARTICLE . . I.

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

A. To manage the drainage plan and system of LAGO MAR Colony and such other contiguous property to LAGO MAR Country Club as The Association may, by contract or easement agree to drain through its system of drainage canals, in cooperation with the South Florida Water Management District.

B. LAGO MAR Country Club, Inc. shall be responsible for the cost of the operation of the drainage system and in exchange for such financial responsibility the LAGO MAR Country Club shall have the right to designate the water level in the canals surrounding and within the LAGO MAR Golf Course. If LAGO MAR Country Club, Inc. shall lose control of the system, then its financial responsibility shall be automatically terminated.

C. By separate contract, the LAGO MAR Protective Association, Inc. shall have the right to operate and maintain the drainage plan and system governed by these Articles in the event LAGO MAR Country Club, Inc. defaults in the proper and reasonable operation of the drainage plan and system.

D. To provide, purchase, acquire, replace, improve, maintain and/or repair such equipment, structures and property, both real and personal, related to the LAGO MAR drainage plan and system.

E. To operate without profit for the sole and exclusive

EXHIBIT "E"

BK 14896 P00594

REC'D IN THE CLERK'S OFFICE

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IN
C.D.

... of all residents of Lago Mar Colony and such area ... by contract or easement, ... Lago Mar Colony drainage system.

F. To perform all of the functions contemplated for The Association, and undertaken by the Board of Directors of The Association.

ARTICLE III.

Lago Mar Country Club, Inc. shall be the sole member of The Association, except in default of the obligations created herein, in which event the Lago Mar Protective Association, Inc. shall become a member.

ARTICLE IV.

The Association shall have perpetual existence.

ARTICLE V.

The names and addresses of the subscribers of this Certificate of Incorporation are as follows:

- WALTER L. BANKS 1567 Ponce DeLeon Boulevard
Fort Lauderdale, Florida
- ROBERT E. MURDOCH 927 S.E. 7th Street
Fort Lauderdale, Florida 33301
- JANE A. LIGHTON 10550 S.R. 84
Fort Lauderdale, Florida 33321

ARTICLE VI.

The affairs of The Association shall be managed by the Board of Directors of Lago Mar Country Club, Inc., and the officers of The Association shall be the same as said corporation. Directors of The Association shall be elected at the Annual Meeting of the Shareholders of Lago Mar Country Club, Inc., and officers shall be elected at the First Meeting of the Board of Directors of Lago Mar Country Club, Inc. following the Annual Meeting of the Shareholders, as provided in the By-Laws of said corporation.

ARTICLE VII.

The names of the officers who shall serve until the first election of officers are as follows:

- Walter L. Banks President
- Sidney Banks Vice President
- James Fertell Secretary/Treasurer

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ARTICLE VIII.

The Board of Directors shall consist of not less than three directors, the exact number of directors to be determined by the By-Laws of The Association.

The first Board of Directors of The Association shall serve until the first annual meeting of the members of The Association and shall consist of three directors whose names and address: . . . as follows:

WALTER L. BANKS

1567 Ponce DeLeon Boulevard
Fort Lauderdale, Florida

SIDNEY BANKS

1567 Ponce DeLeon Boulevard
Fort Lauderdale, Florida

FLORENCE BANKS

1980 N.E. 55th Court
Fort Lauderdale, Florida

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ARTICLE IX.

The By-Laws of The Association shall be proposed and adopted by the Board of Directors, and thereafter may be altered or rescinded by votes of the membership as provided in the By-Laws.

ARTICLE X.

Prior to the first annual meeting of the membership, this Certificate of Incorporation shall be amended by a majority vote of the Board of Directors. Thereafter, amendments to this Certificate of Incorporation may be proposed by any member or director and may be adopted by three-fourths (3/4) vote of the membership at the annual meeting of members, or at a special meeting of the members provided, however, that in either instance, notice of the proposed amendment has been given with notice of the meeting, and provided further that such amendment has been approved by not less than a majority vote of the Board of Directors of The Association.

ARTICLE XI.

Indemnification of Officers and Directors:

A. The Association hereby indemnifies any director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one brought in the fight of The Association to procure a judgment in its favor, brought to impose a liability or penalty on such officer or

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Director for an act alleged to have been committed by such officer or Director in his capacity of officer or Director of The Association. This indemnification shall extend to all 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 thereof, if such person acted in good faith and 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. Determination of any such action, suit or proceeding in any manner 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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The officer or Director indemnified shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty of The Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held, shall determine upon application that despite the adjudication of liability in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

BK 14896 PG 0597

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interest 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.

REC 1001 PG 323

C. The foregoing rights of indemnification shall not be

MEMO: Legibility of writing. Typing or printing unsatisfactory in this document when microfilmed.

agreed to limit in any way the powers of the Association independently under applicable law.

IN WITNESS WHEREOF, the subscribers have affixed hereto their signatures this 12 day of July, 1978.

Walter E. Banks (SEAL)
WALTER E. BANKS

Robert E. Murdoch (SEAL)
ROBERT E. MURDOCH

Jane A. Lighton (SEAL)
JANE A. LIGHTON

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared WALTER L. BANKS, ROBERT E. MURDOCH, and JANE A. LIGHTON, to me known and known to me to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation of LAGO MAR COLONY DRAINAGE ASSOCIATION, INC., for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 12 day of July, 1978.

James A. Lighton
Notary Public

My Commission Expires:

BK 48524 PG 0598

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

REF 10601 PG 324

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

OF PROCESS WITHIN THIS STATE BEING REGISTERED THEREUPON.
WHICH PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That Lago Mar Colony Drainage Association, Inc.
desiring to organize under the laws of the State of Florida
with its registered office, as indicated in the Articles of
Incorporation at City of Fort Lauderdale, County
Broward, State of Florida

has named Walter L. Banks located at
1567 Ponce DeLeon Boulevard
(Street address and number of building--Post Office Box address
not acceptable)

City of Fort Lauderdale, County of Broward
State of Florida, as its agent to accept service of process within
this State.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the
above-stated corporation, at place designated in this Certificate,
I hereby accept to act in this capacity, and agree to comply with
the provision of said Act relative to keeping open said office.

By [Signature]
Registered Agent

MEMO: Legality of writing,
typing or printing, unnecessary in
this document when unnecessary.

JUL 20 11 14 AM '78
STATE OF FLORIDA
ALBANY, FLORIDA

FILED

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REF 10601pg 325

the parties or in the event of Lago Mar Colony Drainage Association

F

My Commission Expires:

Sept. 15, 1979

BK14896R0600

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walter Banks and James Merrill, well known to me to be the President and Secretary, respectively, of LAGO MAR COLONY DRAINAGE ASSOCIATION, INC., and that they severally acknowledged executing the foregoing in the presence of two subscribing witnesses 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 last aforesaid this 11th day of July, 1978.

Katherine B. Carr
Notary Public

My Commission Expires:
Sept. 15, 1979

BK14896PG0601

DRAINAGE AGREEMENT

THIS AGREEMENT entered into this 29 day of October, 1980, by and between LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., LAGO MAR COLONY-TWO PROTECTIVE ASSOCIATION, INC. and LAGO MAR COLONY-THREE PROTECTIVE ASSOCIATION, INC., all not for profit Florida corporations, hereinafter collectively referred to as "ASSOCIATIONS"; and LAGO MAR COUNTRY CLUB, INC., a Florida corporation, hereinafter referred to as "LAGO MAR";

W I T N E S S E T H:

WHEREAS, ASSOCIATIONS are or will be the representatives of various homeowners associations owning property contiguous to Lago Mar Country Club, said property more generally known as Lago Mar Colony, Lago Mar Colony-Two and Lago Mar Colony-Three; and

WHEREAS, said developments require drainage through the canals that surround Lago Mar Country Club; said canals lying wholly within the boundaries of the property owned by LAGO MAR;

NOW, THEREFORE, in consideration of this Agreement and the further consideration set forth hereinafter, it is hereby agreed as follows:

1. LAGO MAR has or shall install the necessary pumps, approved by the South Florida Water Management District, to facilitate the drainage contemplated herein. LAGO MAR shall be responsible for the maintenance and electrical charges associated with the operation of said pumps. Further, LAGO MAR shall have complete discretionary control of the water levels in the canals into which ASSOCIATIONS drain their properties, within limits set forth by the governing body of the South Florida Water Management District.

2. The recordation of this Agreement shall constitute the granting of a non-exclusive, irrevocable easement, from LAGO MAR to ASSOCIATIONS for the drainage of the property comprising the plats of Lago Mar Colony, Lago Mar Colony-Two and Lago Mar Colony-Three, and this Easement does hereby bind

BK 14896PG0602

and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC.

Joan R. Lunn
Nancy Shaw

By: *Tom R. Shelton, Pres*

Attest: *[Signature]*

(CORPORATE SEAL)

LAGO MAR COLONY-TWO PROTECTIVE ASSOCIATION, INC.

[Signature]
Gloria Helbert

By: *[Signature]*

Attest: *[Signature]*

(CORPORATE SEAL)

LAGO MAR COLONY-THREE PROTECTIVE ASSOCIATION, INC.

[Signature]
Gloria Helbert

By: *[Signature]*

Attest: *[Signature]*

(CORPORATE SEAL)

LAGO MAR COUNTRY CLUB, INC.

[Signature]
Gloria Helbert

By: *[Signature]*

Attest: *[Signature]*

(CORPORATE SEAL)

BK 14896PGU603

STATE OF FLORIDA :

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas R. Shohady and Judith Nedoba, well known to me to be the President and Secretary of LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC., and that they severally acknowledged executing the foregoing in the presence of two subscribing witnesses 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 on this 27th day of October, 1980.

Deanna A. Sundrigan
NOTARY PUBLIC
Notary Public, State of Florida at Large
My Commission Expires June 5, 1984
Issued by Arthur H. & Company, Tampa

My Commission Expires:

STATE OF FLORIDA :

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walter Banks and Richard Oca, well known to me to be the President and Secretary of LAGO MAR COLONY-TWO PROTECTIVE ASSOCIATION, INC., and that they severally acknowledged executing the foregoing in the presence of two subscribing witnesses 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 on this 21st day of October, 1980.

Robert E. Muddel
NOTARY PUBLIC
Notary Public, State of Florida at Large
My Commission Expires March 7, 1982
Issued by Arthur H. & Company, Tampa

My Commission Expires:

STATE OF FLORIDA :

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walter Banks and Richard Oca, well known to me to be the President and Secretary of LAGO MAR COLONY-THREE PROTECTIVE ASSOCIATION, INC., and that they severally acknowledged executing the foregoing in the presence of two subscribing witnesses 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 on this 22 day of October, 1980.

Notary Public, State of Florida at Large

BK 110563850

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared Walter Banks and JAMES PELLEL, well known to me to be the President and Secretary of LAGO MAR COUNTRY CLUB, INC., and that they severally acknowledged executing the foregoing in the presence of two subscribing witnesses 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 on this 31st day of October, 1980.

Robert E. Muddel
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 7, 1982
Quoted by American Fire & Casualty Company

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

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