Q: What is the approval process for purchasing a home in Pine Ridge?
A: At the present time, there is no required approval steps to acquire a property in Pine Ridge. We do, however, encourage new homeowners to contact Juda, Eskew & Associates, P.A., once moved in so their contact information can be updated.

Q: Is there an approval process for renting my home?
A: Currently, homeowners do not need approval to rent their homes. Again, we do encourage homeowners to contact Juda, Eskew & Associates, P.A, to provide updated contact information.

Q: I am having work done on the exterior of my home. Do I need approval from the Association?
A: An Architectural Review Board Application must be filled out by the homeowner before a new roof is installed, a home is painted, a fence is installed, etc. Approval for most exterior work must be received from the Pine Ridge Association FIRST, and then from The City of Coral Springs, before work begins. To request approval from the Pine Ridge Association, download and complete an Architectural Review Board Application. Once completed, you may submit it as an attachment using the contact us section of our website. You may also email the application to Tangelos@homeownercpa.solutions or mail it to:

Juda, Eskew & Associates
ATTN: Thomas Angelos, CPA
8211 W Broward Blvd PH1
Plantation, FL 33324

Q: I received a violation letter from TD Sunshine. Who do I contact?
A: Beginning August of 2017, Pine Ridge Association has contracted with TD Sunshine Property Management to handle violations in the community. Please contact Melissa Wendorf at info@tdsunshine.com to respond to a violation letter, or with questions regarding violations. You may also contact TD Sunshine at (954) 585-0228.
DECLARATION OF RESTRICTIONS FOR PINE RIDGE

84 83840

This Declaration made this 8th day of March, 1984, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation.

WITNESSETH:

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., the record owner of the real property hereinafter described, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

Said real property subject to the Restrictions is:

ALL of PINE RIDGE, according to the Plat thereof, as recorded in Plat Book 112, at Page 37, of the Public Records of Broward County, Florida, less and except:


Said land situate, lying and being in the City of Coral Springs, Broward County, Florida.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "SUBDIVISION" shall mean and refer to PINE RIDGE according to the Plat thereof, as above described, less and except the above-mentioned Parcels.

2. "SUBDIVIDER" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration.

3. "ASSOCIATION" shall mean and refer to THE PINE RIDGE ASSOCIATION, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration.

4. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any lot or portion thereof in the SUBDIVISION, their heirs, legal representatives, successors or assigns.

5. "HOMEOWNERS' ASSOCIATION" shall mean and refer to THE PINE RIDGE ASSOCIATION, INC. which has been incorporated as a not for profit corporation under the laws of the State of Florida. The Articles of Incorporation for THE PINE RIDGE ASSOCIATION, INC. are attached hereto as EXHIBIT "A".

RETURN TO: FLORIDA NATIONAL PROPERTIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065
ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The lands herein described may be used for single-family dwellings and for no other purposes. No business buildings may be erected on said lands and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, the SUBDIVIDER may utilize one or more lots for a sales office or models or model home parking so long as the SUBDIVIDER, its successors or assigns shall own any lot in the SUBDIVISION, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize lots for a sales office or models or model home parking so long as said persons or entities own any lot in the SUBDIVISION.

2. SETBACK LINES, SIZE OF BUILDINGS AND BUILDING HEIGHT. Each single-family dwelling erected or constructed on any lot in the SUBDIVISION shall contain a minimum of one thousand five hundred (1500) square feet of floor area and shall have a minimum front setback of twenty-five (25) feet and a minimum rear setback of fifteen (15) feet.

A. Notwithstanding anything to the contrary elsewhere in this paragraph, each single-family dwelling erected or constructed on any lot in Blocks C, D, E and F of the SUBDIVISION shall contain a minimum of two thousand five hundred (2500) square feet of floor area.

B. Lots having 75 feet or less front width shall have a minimum side setback of 7-1/2 feet. Lots having greater than 75 feet front width, but less than 85 feet front width shall have a minimum side setback of 8-1/2 feet. Lots having 85 feet and greater front width shall have a minimum side setback of 10 feet.

C. Corner lots having less than 100 feet front width shall have a minimum street side setback of 20 feet. Corner lots having 100 feet or more front width shall have a minimum street side setback of 25 feet.

D. Where two or more lots are acquired and used as a single building site under a single owner, the side lot lines shall refer only to the lines bordering on the adjoining property.

E. Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the SUBDIVIDER or ASSOCIATION at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the SUBDIVIDER or ASSOCIATION to establish the setback lines as approved.

F. No structure shall be erected over a height of 30 feet unless approved in writing by SUBDIVIDER.

3. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by the SUBDIVIDER or ASSOCIATION in writing before any construction has begun. After approval, any change in location, plot plan, exterior colors or exterior materials must be re-submitted for approval by SUBDIVIDER or ASSOCIATION. Failure to submit the plans, specifications, exterior colors, location and plot plan in detail and to scale, or failure to obtain the approval of the SUBDIVIDER or ASSOCIATION shall be deemed a
material breach of this RESTRICTION. The SUBDIVIDER or ASSOCIATION shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Coral Springs Building Department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. Neither the SUBDIVIDER nor ASSOCIATION will assume any responsibility in this regard before, during, or after construction on any of the lots in the SUBDIVISION, it being understood that the approval of the SUBDIVIDER or ASSOCIATION relates only to the aesthetics of the improvements shown on the plans, and not to their technical sufficiency. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the SUBDIVIDER or ASSOCIATION before plan approval will be given. No exterior colors on any building or structure on any lot shall be permitted that in the sole judgement of SUBDIVIDER or ASSOCIATION, would be inharmonious or discordant, or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved by SUBDIVIDER or ASSOCIATION in writing.

A. No structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected in the SUBDIVISION without written permission of SUBDIVIDER or ASSOCIATION. OWNER must submit to SUBDIVIDER or ASSOCIATION full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by SUBDIVIDER or ASSOCIATION, neither SUBDIVIDER nor ASSOCIATION shall assume any liability for any loss that might be sustained by OWNER.

B. Pitched roofs shall have a minimum pitch of 2-1/2:12 and shall be constructed of flat or barrel cement tile, hand-sawn or split cedar shakes, slate, copper, or a stepped Bermuda type roof of poured lightweight aggregate concrete, all as defined by common usage in Broward County. In the event that some new, attractive material for roofing surfaces is discovered, or invented, the SUBDIVIDER or ASSOCIATION may, in its sole discretion, approve the use of such new materials.

i.) Notwithstanding any provision to the contrary elsewhere in this paragraph, pitched roofs in Blocks C, D, E and F of the SUBDIVISION shall have a minimum pitch of 5:12.

C. Flat roofs may be utilized only if approved in writing by SUBDIVIDER or ASSOCIATION, and provided that the flat roof area does not comprise over 40% of the total roof area. Such flat roofs are to be located to the rear of the building. Notwithstanding the above, a mansard roof or a flat roof located elsewhere than to the rear of the building may be permissible if approved in writing by the SUBDIVIDER or ASSOCIATION. All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms are to be located to the rear of the building.

D. The plans and specifications shall contain a sealed plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs on the lot. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the SUBDIVIDER or ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or blacktop or paved parking strips are to be allowed except as approved
of mailbox must be approved by SUBDIVIDER or ASSOCIATION prior to installation. All mailboxes must be maintained in good condition as determined by SUBDIVIDER or ASSOCIATION. In the event any person or entity fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, SUBDIVIDER or ASSOCIATION shall have the right to obtain a mandatory injunction to tear down any unapproved structures built or a prohibitory injunction to prevent any unapproved structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions. Refusal of approval of plans and specifications, location and plot plan, by the SUBDIVIDER or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the SUBDIVIDER or ASSOCIATION.

E. All lot areas not covered by approved buildings, structures or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.

F. For all lots in Blocks C, D, E and F of the SUBDIVISION, the exterior design and elevations of a previously approved or an existing dwelling shall not be repeated on any other lot in Blocks C, D, E and F of the SUBDIVISION without the specific written approval of SUBDIVIDER. In no event shall SUBDIVIDER approve repeat exterior designs or elevations on the same street as the original dwelling. The determination of what may or may not be a repeat exterior design or elevation shall be decided by SUBDIVIDER, whose decision shall be final.

4. GARAGES, CARPORTS AND STORAGE AREAS. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the building. All single family residences are required to have two (2) car garages. Carports shall not be permitted. Repair of vehicles shall be permitted only inside the garage.

A. SUBDIVIDER or ASSOCIATION may require that all garages be equipped with automatic door openers and closers so that when ingress or egress is not desired to the garage, the garage door shall remain closed. In the alternative, SUBDIVIDER or ASSOCIATION may require an auxiliary door for the garage area.

5. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without written approval by SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed on any lot until its height, length, type, design, composition, material and location shall have been approved in writing by SUBDIVIDER or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by SUBDIVIDER or ASSOCIATION, whose decision shall be final. No wood fencing material shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION.

6. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna dishes, antenna masts, electronic devices, or antenna towers shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. No more than one (1) flagpole per lot for display of the American flag only will be permitted and the flagpole design and
location must be first approved in writing by SUBDIVIDER or ASSOCIATION. An approved flagpole shall not be used as an antenna unless first approved in writing by SUBDIVIDER or ASSOCIATION.

7. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. The SUBDIVIDER may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, and temporary location on the property must be first approved by SUBDIVIDER in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by the SUBDIVIDER in writing.

8. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.
   A. All garbage and trash containers, oil tanks, bottled gas tanks, sprinkler system pumps, swimming pool equipment, pumps and housings, must be underground or placed in fenced or walled-in areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping shall be installed and maintained by the OWNER and adequate shielding must be installed as required by SUBDIVIDER or ASSOCIATION.
   B. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property. Wall air-conditioning units shall be permitted only after prior written approval by SUBDIVIDER or ASSOCIATION. Window air-conditioning units shall not be permitted.
   C. Solar collectors shall only be permitted at locations on structures as are approved by SUBDIVIDER or ASSOCIATION.
   D. SUBDIVIDER or ASSOCIATION shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by SUBDIVIDER or ASSOCIATION.

9. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless approved in writing by SUBDIVIDER or ASSOCIATION.

10. METHOD OF DETERMINING SQUARE FOOT AREA. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

11. SIGNS. No signs shall be erected or displayed on any lot or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by SUBDIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

12. ASSOCIATION. In order to supplement the public facilities and services that may be furnished by the local governments, and in order to provide public facilities and services that may not be available to the SUBDIVISION, when necessary or desirable as determined by the ASSOCIATION in its sole discretion, the ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is hereby empowered to contract for the installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks for the SUBDIVISION. Each OWNER shall be liable for and
shall promptly pay to the ASSOCIATION a pro rata share of the cost of said water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks, and said cost shall be apportioned among the lots in the SUBDIVISION in proportion to its front footage, square footage, or by any other reasonable method as determined by the ASSOCIATION in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the aforesaid improvements. If any OWNER fails to make payment for the improvements within thirty (30) days after notification, a lien on the OWNER'S lot shall arise for the proportionate cost thereof. Such lien shall be effective from and after the recording of a Claim of Lien in the Public Records of Broward County, Florida. The judgment of the ASSOCIATION in the letting of contracts and the expenditure of said funds shall be final. Each OWNER shall be vested with the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks in perpetuity, subject to user charges imposed by the ASSOCIATION or by agencies having jurisdiction. Each OWNER shall install all sewer outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer outlets shall be submitted to the SUBDIVIDER or ASSOCIATION for approval prior to commencement of construction.

13. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush, dead or dying trees, shrubs, or plants, or other unsightly growths shall be permitted to remain upon any land in the SUBDIVISION, and no junk, trash, refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All lawns shall be neatly edged and all landscaping shall be maintained in good, neat, and living condition throughout. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush, dead or dying trees, shrubs, or plants, junk, trash, refuse or other unsightly growths or objects, then the SUBDIVIDER or ASSOCIATION may enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The property, buildings, improvements, and appurtenances shall be kept in good, safe, clean, neat and attractive condition. All buildings and structures shall be maintained in a finished, painted and attractive condition, and no rust stains or discoloration shall be permitted upon the exterior surfaces of said buildings and structures.

A. Upon the failure to maintain the property, buildings, structures, improvements, appurtenances and landscaping to the satisfaction of the SUBDIVIDER or ASSOCIATION and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be a lien on the land. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

14. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the described land and the surrounding area, and in order to
supplement public facilities and services to be furnished by the SUBDIVIDER and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, the SUBDIVISION is hereby subject to an annual assessment commencing with the year 1985. Such annual assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due. Such assessment shall be payable annually on the first day of January each year in advance to the OCEAN MILE ASSOCIATION, INC., at the office of the ASSOCIATION, presently located at 3300 University Drive, Coral Springs, Florida 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgment of the ASSOCIATION require and shall be apportioned in proportion to their respective area, but in no event shall such annual assessments among the lots exceed a sum equal to 20 mills per square foot. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien as herein provided, shall have been fully paid.

15. EFFECT OF NON-PAYMENT OF ASSESSMENT TO ASSOCIATION. If the assessments herein provided are not paid on the date when due then such assessment shall become delinquent and shall, together with interest at the highest legal rate and costs of collection including reasonable attorney's fees, thereupon become a continuing lien on the property which shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives, successors and assigns with the personal obligation of the then OWNER remaining his personal obligation as set forth in Paragraph 14 hereof.

16. HOMEOWNERS' ASSOCIATION. The HOMEOWNERS' ASSOCIATION has been incorporated for the benefit of the OWNERS in the SUBDIVISION. The OWNER of any lot in the SUBDIVISION (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall automatically become a member of the HOMEOWNERS' ASSOCIATION.

A. All OWNERS hereby covenant and agree to pay to the HOMEOWNERS' ASSOCIATION any annual assessments or charges, and any special assessments for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as hereinafter provided and/or provided in the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION. All such assessments, together with interest thereon from the due date at the highest legal rate under the usury laws of the State of Florida and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made, and shall also be the personal obligation of the OWNER. No OWNER may waive or otherwise escape liability for the assessments provided for herein by abandonment.

B. The annual and special assessments levied by the HOMEOWNERS' ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetic enjoyment and welfare of the residents of the SUBDIVISION and in particular for the construction, installation and maintenance of buffer walls and
landscaping on certain lands. Said lands may be located outside the SUBDIVISION as well as within the SUBDIVISION. Said assessments shall include but not be limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the HOMEOWNERS' ASSOCIATION.

C. All regular and special assessments shall be at a uniform rate for each lot in the SUBDIVISION except that lots owned by SUBDIVIDER shall not be subject to special assessments.

D. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the HOMEOWNERS' ASSOCIATION to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Board.

17. BUFFER WALL EASEMENT. SUBDIVIDER, simultaneously with the recording hereof, shall grant to HOMEOWNERS' ASSOCIATION, its successors and assigns, an Easement for the construction, reconstruction, maintenance, repair, alteration, and removal of a buffer wall over, upon and under that property described on EXHIBIT "A" attached hereto and made a part hereof. SUBDIVIDER hereby reserves unto itself, its successors and assigns, a concurrent easement for the construction, reconstruction, maintenance, repair, alteration and removal of a buffer wall over, upon and under that property described on EXHIBIT "B". Said concurrent easement may be used by SUBDIVIDER if, in SUBDIVIDER'S sole judgment, HOMEOWNERS' ASSOCIATION has failed for any reason to maintain the buffer wall in good condition.

A. The OWNERS of those lots containing the buffer wall easement, as shown on EXHIBIT "B", hereby covenant and agree, by virtue of the acceptance of a deed or other conveyance of a fee interest in and to any lot shown on EXHIBIT "B", to maintain in good condition the interior face of the buffer wall that SUBDIVIDER or HOMEOWNERS' ASSOCIATION may install on said easement, and any breach of this covenant shall be deemed a material violation of Paragraph 13, hereinabove. All maintenance performed on the buffer wall by either HOMEOWNERS' ASSOCIATION or SUBDIVIDER shall be limited to the exterior face of the buffer wall except that if any section of the buffer wall has been completely destroyed, HOMEOWNERS' ASSOCIATION or SUBDIVIDER may repair that entire section of the buffer wall.

i.) "Good condition" for the buffer wall shall mean the wall shall be neat, clean, safe and in good repair. "Good condition" shall also mean replacement of any damaged or missing portions of the buffer wall such that the buffer wall presents a uniform and continuous appearance throughout.

ii.) The "interior face" of the buffer wall shall mean that side of the buffer wall facing the main portion of a platted lot of the SUBDIVISION. The "exterior face" of the buffer wall shall mean that side of the buffer wall facing Parcels J, K, L, M, N, P, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, JJ, KK, and LL of PINE RIDGE, according to the Plat thereof, as recorded in Plat Book 112, at Page 37, of the Public Records of Broward County, Florida.

B. If SUBDIVIDER incurs any expense in maintaining the buffer wall, the entire cost of said maintenance shall be borne by
the OWNERS. In order to apportion said cost among the OWNERS, SUBDIVIDER shall have the same power to levy assessments upon the OWNERS and the same remedies to enforce payment of said assessments as are possessed by the HOMEOWNERS' ASSOCIATION as described in Paragraph 16 hereof.

C. Prior to the commencement by HOMEOWNERS' ASSOCIATION or an OWNER of any substantial repair or alteration of the buffer wall, HOMEOWNERS' ASSOCIATION or OWNER must obtain the written approval of SUBDIVIDER or ASSOCIATION for said substantial repair or alteration. The determination as to whether any repair or alteration is "substantial" shall be made in the sole discretion of SUBDIVIDER or ASSOCIATION.

D. No vehicular ingress or egress and no paving or driveways shall be permitted on, across or through the property shown on EXHIBIT "B".

18. TRUCKS, COMMERCIAL AND RECREATIONAL VEHICLES, MOBILE HOMES, BOATS, CAMPERS, TRAILERS AND BUSES. No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, buses or trailers of any kind, campers, recreational vehicles, motor homes or mobile homes shall be permitted to park on or near the property at any time unless kept fully enclosed inside the building. None of the aforementioned shall be used as a domicile or a residence, either permanent or temporary.

19. NO SUBDIVISION. None of the lots in the SUBDIVISION shall be divided or sold except as a whole, without the written approval of the SUBDIVIDER or ASSOCIATION.

20. CONDOMINIUM. No restrictions herein contained shall be construed as in any manner limiting or preventing any lot and the improvements thereon from being submitted to a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for any lot covered hereby shall not be construed as constituting a subdivision of any lot in the SUBDIVISION.

21. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the property those easements shown upon the recorded plat of the SUBDIVISION, each being designated "Utility Easement" on said plat. Said easements are also hereby reserved for the purpose of ingress and egress to and from the buffer wall easement described in Paragraph 17 hereof. There is also hereby reserved for a term of twenty (20) years from the date of this instrument, by the SUBDIVIDER, its successors and assigns, full free right and authority to lay, operate, and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines, and such other public service facilities as SUBDIVIDER or ASSOCIATION may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width or six (6) feet in width, as the case may be, being six (6) feet (as measured at right angles) from all side, front and rear lot lines in the SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.
22. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

23. FILLING IN. No lot shall be increased in size by filling in the water on which it abuts, and the slope of abutting canal and lake banks shall be maintained by OWNER.

24. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration of Restrictions shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

A. Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of SUBDIVIDER or ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees, and invitees of his tenants at any time.

25. NOTICE TO SUBDIVIDER, ASSOCIATION OR HOMEOWNERS' ASSOCIATION. Notices to SUBDIVIDER or ASSOCIATION, or requests for approval of plans and specifications as required by the herein contained restrictions shall be in writing and delivered or mailed to SUBDIVIDER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by SUBDIVIDER or ASSOCIATION.

A. Notice to HOMEOWNERS' ASSOCIATION, if required by these Restrictions, shall be in writing and delivered or mailed to HOMEOWNERS' ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by HOMEOWNERS' ASSOCIATION.

26. NOTICE TO OWNER. Notice to OWNER of a violation of any of these restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or to the address of the OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida.

27. NON-LIABILITY OF SUBDIVIDER OR ASSOCIATION. Neither SUBDIVIDER nor ASSOCIATION shall in any way or manner be held liable or responsible for any violation of these restrictions by any person or entity other than themselves.

28. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER and/or ASSOCIATION for a period of thirty (30) years from the date these restrictions are recorded, after which time the said restrictions shall be extended for successive periods of ten (10) years unless an instrument signed by the then OWNERS of a majority of the lots in the SUBDIVISION has been recorded agreeing to change said restrictions in whole or in part.
29. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in their sole discretion, modify, amend, waive, or add to this Declaration of Restrictions, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

30. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by these covenants. Any costs of enforcement or collection, including reasonable attorney's fees, which fees shall include those caused by reason of any appellate proceedings, incurred in the enforcement of these covenants, restrictions or liens shall be paid by OWNER. Failure by the ASSOCIATION or SUBDIVIDER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

31. SEVERABILITY CLAUSE. Invalidation of any of these restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC. does hereby execute this Declaration of Restrictions in its name by its undersigned duly authorized officers and affixes its corporate seal hereto, this 8th day of March, 1984, at Coral Springs, Florida.

[Corporate Seal]

FLORIDA NATIONAL PROPERTIES, INC.

By: W. Bunteymeyer, President

[Signature]

Attest: A. N. Malanos, Secretary

[Signature]

STATE OF FLORIDA )
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of March, 1984, by W. BUNTEMEYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Notary Seal]

[Notary Public]

[Notary Public State of Florida at Large]

[Notary Public State of Florida at Large]

[Notary Public State of Florida at Large]

[Notary Public State of Florida at Large]
BY-LAWS
OF
THE PINE RIDGE ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. All terms which are defined in the Articles of Incorporation of the Pine Ridge Association, Inc. (said Articles of Incorporation being Exhibit "A" to the Declaration of Restrictions for Pine Ridge as recorded in Official Records Book 11537, at Page 20, of the Public Records of Broward County, Florida), shall be used herein with the same meanings as defined in said Articles of Incorporation.

Section 2. HOMEOWNERS' ASSOCIATION as used herein, shall mean THE PINE RIDGE ASSOCIATION, INC., a Florida corporation not for profit.

Section 3. The Declaration of Restrictions for Pine Ridge shall be referred to herein as the PINE RIDGE RESTRICTIONS.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the HOMEOWNERS' ASSOCIATION shall be located at the Coral Springs Financial Plaza Building, 3300 University Drive, Coral Springs, Florida 33065, or at such other place as may be established by resolution of the Board of Directors of the HOMEOWNERS' ASSOCIATION.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

Section 1. Voting rights shall be as set forth in Article V of the Articles of Incorporation of The Pine Ridge Association, Inc.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the
highest legal rate under the usury laws of the State of Florida, and shall result in the suspension of voting privileges during any period of such nonpayment.

ARTICLE IV

BOARD OF DIRECTORS

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

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

ARTICLE V

ELECTION OF DIRECTORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the MEMBERS or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee or by MEMBERS at the time of the meeting.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more MEMBERS of the HOMEOWNERS' ASSOCIATION. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the MEMBERS to serve from the close of each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.
Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to MEMBERS.

Section 5. All elections to the Board of Directors shall be made by written ballot which shall:
(a) describe the vacancies to be filled;
(b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
(c) contain space for a write-in vote by the MEMBERS.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. Each MEMBER shall receive as many ballots as he has votes. Notwithstanding that a MEMBER may be entitled to several votes, he shall exercise on any one (1) ballot only one (1) vote for each vacancy shown thereon. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

Section 7. An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those MEMBERS who have the right to vote are able to cast votes and that the vote of any member or his proxy shall not be disclosed to anyone. Immediately after the announcement of the results, unless a recount is demanded by the MEMBERS, the ballots shall be destroyed.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:
(a) To call special meetings of the MEMBERS whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2 hereof.
(b) To appoint and remove at pleasure all officers, agents and employees of the HOMEOWNERS' ASSOCIATION, except those appointed by SUBDIVIDER, prescribe their duties, fix their compensation, and require of them such security or fidelity
bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any MEMBER, Officer or Director of the HOMEOWNERS' ASSOCIATION in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article VI, Section 2 hereof.

(d) In the event the HOMEOWNERS' ASSOCIATION acquires common properties and/or facilities, to adopt and publish rules and regulations governing the use of said common properties and/or facilities and the personal conduct of the MEMBERS and their guests thereon.

(e) To exercise for the HOMEOWNERS' ASSOCIATION all powers, duties and authority vested in or delegated to the MEMBERS in the PINE RIDGE RESTRICTIONS.

(f) In the event the HOMEOWNERS' ASSOCIATION acquires common properties and/or facilities, to adopt and publish rules and regulations governing the use of said common properties and/or facilities and the personal conduct of the MEMBERS and their guests thereon.

Section 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept minutes of all its acts and corporate affairs and to present a statement thereof to the MEMBERS at the annual or any special meeting of the MEMBERS.

(b) To supervise all officers, agents and employees of the HOMEOWNERS' ASSOCIATION.

(c) As more fully provided in the PINE RIDGE RESTRICTIONS:
   (1) To fix the amount of the assessment against each LOT except any LOT owned by SUBDIVIDER for each assessment period at least thirty (30) days in advance of such date or period and, at the same time.
   (2) To prepare a roster of OWNERS at PINE RIDGE and the assessments applicable thereto which shall be kept in the office of the HOMEOWNERS' ASSOCIATION and shall be open to inspection by any MEMBER, and, at the same time.

(d) To issue, or to cause any appropriate officer to issue, upon demand by any interested person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VII
DIRECTORS' MEETING

Section 1. A regular meeting of the Board of Directors shall be held on the first Monday of each month at 7:30 o'clock P.M. provided that the Board of Directors may, by resolution, change the day, hour and frequency of holding such regular meetings; provided however,
that a regular meeting shall be held at least once each calendar quarter. A regular meeting of the Board of Directors shall also be held immediately following the regular annual meeting of the MEMBERS.

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

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

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

Section 5. A majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Nothing herein shall restrict or prohibit members of the Board of Directors from participation in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

ARTICLE VIII
OFFICERS

Section 1. The Officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Vice President, a Secretary and a Treasurer and such other Officers as may be deemed necessary or appropriate by the Board of Directors. The President and the Vice President shall be members of the Board of Directors.

Section 2. The Officers shall be chosen by a majority vote of the Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.
Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary of the HOMEOWNERS' ASSOCIATION shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the HOMEOWNERS' ASSOCIATION. He shall record in a book kept for that purpose the names of all MEMBERS of the HOMEOWNERS' ASSOCIATION together with their addresses as registered by such MEMBERS (see Article X, Section 3 hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the HOMEOWNERS' ASSOCIATION and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks of the HOMEOWNERS' ASSOCIATION, provided that such checks shall also be signed by the President or the Vice President. The Treasurer shall keep books of account according to generally accepted accounting principles and cause an annual audit of the HOMEOWNERS' ASSOCIATION's books to be made by an auditor, accountant, or a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

Section 1. The HOMEOWNERS' ASSOCIATION may have the following Committees:
(a) Recreation Committee;
(b) Maintenance Committee; and
(c) Finance and Audit Committee.

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more members and shall include a member of the Board of Directors for Board contact. Committee members may be appointed by the Board of Directors to serve until the close of the next annual meeting. The Board of Directors may create, from time to time, such other committees as it deems desirable.
Section 2. The Recreation Committee, if created by the Board of Directors, shall inform the MEMBERS of all activities and functions of the HOMEOWNERS' ASSOCIATION, and advise the Board on all matters pertaining to the recreational program and activities of the HOMEOWNERS' ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines.

Section 3. The Maintenance Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the property of the HOMEOWNERS' ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 4. The Finance and Audit Committee, if created by the Board of Directors, shall supervise the annual audit of the HOMEOWNERS' ASSOCIATION'S books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the committee.

Section 5. It shall be the duty of each committee, if created, to receive complaints from MEMBERS on any matter involving HOMEOWNERS' ASSOCIATION functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of the HOMEOWNERS' ASSOCIATION as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the MEMBERS shall be held on the second Wednesday of the month of March in each year, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the MEMBERS shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the MEMBERS for any purpose may be called at any time by any three or more members of the Board of Directors, or upon written request of the MEMBERS who have right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the MEMBERS by the Secretary. Notice may be given to the MEMBER either personally, or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the HOMEOWNERS' ASSOCIATION. Each MEMBER shall register his address with the Secretary, and notices of meetings shall be mailed by him.
to such address. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article V, or any action governed by the Articles of Incorporation or by the PINE RIDGE RESTRICTIONS, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of MEMBERS, or their proxies, entitled to cast one-fourth (1/4) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the PINE RIDGE RESTRICTIONS, shall require a quorum as therein provided.

ARTICLE XI
PROXIES

Section 1. At all meetings of MEMBERS, each MEMBER may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically terminate upon sale by the MEMBER of his LOT or interest therein in PINE RIDGE.

Section 3. A MEMBER shall not be entitled to appoint more than one (1) proxy to attend on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given and may be in the following form or any other form which the Directors shall approve:

I, ______________, being a MEMBER in good standing of the PINE RIDGE ASSOCIATION, INC. hereby appoint ______________ as my proxy to vote for me and on my behalf at the annual meeting to be held on the ___ day of ________, 19_ and any adjournment thereof.

Signed this ___ day of ____________, 19_.

_________ (Signature of Member)
ARTICLE XII
BOOKS AND PAPERS

The books, records and papers of the HOMEOWNERS' ASSOCIATION shall at all times, during reasonable business hours, be subject to inspection by any MEMBER.

ARTICLE XIII
CORPORATE SEAL

The HOMEOWNERS' ASSOCIATION shall have a seal in circular form having within its circumference the words:

THE PINE RIDGE ASSOCIATION, INC.

ARTICLE XIV
AMENDMENTS

Section 1. These By-Laws may be amended, at any regular or special meeting of the Board of Directors at which there is a quorum, by a vote of a majority of the Directors present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the PINE RIDGE RESTRICTIONS may not be amended except as provided in such RESTRICTIONS.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the PINE RIDGE RESTRICTIONS, and these By-Laws, the RESTRICTIONS shall control; and in the event of any conflict between the Articles of Incorporation and the PINE RIDGE RESTRICTIONS, the RESTRICTIONS shall control.

ARTICLE XV
GENDER

Whenever in these By-Laws the context so requires, the use of any gender shall be deemed to include all genders.
IN WITNESS WHEREOF, we, being all of the Directors of the PINE RIDGE ASSOCIATION, INC., have hereunto set our hands this 25th day of May, 1984.

G. S. Sollitto

J. P. Taravella, Jr.

R. Smith

R. Dyess

M. Hansen
ARTICLES OF INCORPORATION

of

THE PINE RIDGE ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I

NAME

The name of this corporation shall be THE PINE RIDGE ASSOCIATION, INC., (hereinafter referred to as the "HOMEOWNERS' ASSOCIATION").

ARTICLE II

PURPOSES

The general nature, objects and purposes of the HOMEOWNERS' ASSOCIATION are:

A. To provide wall maintenance, landscaping and irrigation for portions of the property subject to the Declaration of Restrictions for PINE RIDGE, (hereinafter referred to as the "RESTRICTIONS"), to be recorded in the Public Records of Broward County, Florida. The property subject to the RESTRICTIONS shall be referred to herein as PINE RIDGE and is more particularly described as follows:


Together with such additional contiguous or reasonably adjacent land as may hereinafter be added to the HOMEOWNERS' ASSOCIATIONS purview by the SUBDIVIDER, by instrument recorded in the Public Records of Broward County, Florida, and/or amendment to these Articles of Incorporation. In such event all references in these Articles of Incorporation to PINE RIDGE shall be deemed to include such additional land.
B. To provide, purchase, construct, improve, maintain, repair, replace and operate wall areas, landscaping and an associated irrigation system or systems on, upon, over and under those portions of PINE RIDGE designated as Buffer Wall Easements in the RESTRICTIONS or by separate instrument executed by SUBDIVIDER and recorded in the Public Records of Broward County, Florida.

C. To operate, without profit, for the sole and exclusive benefit of its MEMBERS.

D. To enter into easement agreements or other use or possessory agreements whereby the HOMEOWNERS' ASSOCIATION may obtain the use or possession of certain real property not owned by it and to maintain and pay for the insurance, administration, upkeep, repair, replacement and maintenance of such property.

ARTICLE III

GENERAL POWERS

The general powers that the HOMEOWNERS' ASSOCIATION shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the MEMBERS for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, and agreements to effectuate the purposes for which the HOMEOWNERS' ASSOCIATION is organized.

C. To delegate power or powers where such is deemed in the interest of the HOMEOWNERS' ASSOCIATION.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the Laws of the State of Florida.

E. To fix assessments to be levied against property in PINE RIDGE to defray expenses and the cost of effectuating the objects and purposes of the HOMEOWNERS' ASSOCIATION, and to create reasonable reserves for such expenditures as deemed necessary, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida or other organizations for the collection of such assessments.
P. To charge recipients for services rendered by the HOMEOWNERS' ASSOCIATION when such is deemed appropriate by the Board of Directors.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the HOMEOWNERS' ASSOCIATION.

H. In general, to have all powers conferred upon a corporation not for profit by the Laws of the State of Florida, except as may be prohibited herein.

I. Notwithstanding anything contained herein to the contrary, the HOMEOWNERS' ASSOCIATION shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall MEMBERS perform any such activities in the name of the HOMEOWNERS' ASSOCIATION.

ARTICLE IV

MEMBERS AND DEFINITIONS

A. The MEMBERS of the HOMEOWNERS' ASSOCIATION shall consist of the record property OWNERS of LOTS in PINE RIDGE, including the record OWNERS of a fee interest in a portion of a LOT if the portion has separate ownership from other portions of said LOT and comprises or contains a dwelling unit, and all such record property OWNERS shall be MEMBERS of the HOMEOWNERS' ASSOCIATION.

B. The following words when used in these Articles of Incorporation shall have the following meanings:

1. "SUBDIVIDER" means and refers to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, its successors and assigns.

2. "Board" or "Board of Directors" means and refers to the Board of Directors of the HOMEOWNERS' ASSOCIATION.

3. "OWNER" means and refers to every person or persons, or entity or entities, who are record owners of a fee simple interest in any LOT, or portion thereof, in PINE RIDGE, their heirs, legal representatives, successors or assigns.

4. "LOT" means and refers to a numbered lot situate in PINE RIDGE, according to the plat thereof, as recorded in Plat Book 112, at page 37, of the Public Records of Broward County, Florida.
ARTICLE V
VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, a MEMBER shall be entitled to one (1) vote for each LOT owned. When more than one person holds a fee interest in any one (1) LOT, all such persons shall be MEMBERS, and the one (1) vote for such LOT shall be exercised as the OWNERS among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) LOT. The affirmative vote of a majority of the votes of the MEMBERS at any meeting of the MEMBERS duly called and at which a quorum is present, shall be binding upon the MEMBERS.

B. The SUBDIVIDER shall have the right to appoint all of the Board of Directors so long as it owns at least five (5) LOTS in PINE RIDGE.

C. The SUBDIVIDER shall have the right to appoint two (2) members to the Board of Directors so long as it owns less than five (5) LOTS, but more than one (1) LOT in PINE RIDGE.

D. The HOMEOWNERS' ASSOCIATION will obtain funds with which to operate by assessment of its MEMBERS in accordance with the provisions of the RESTRICTIONS, as supplemented by the provisions of the Articles of Incorporation and By-Laws of the HOMEOWNERS' ASSOCIATION relating thereto.

ARTICLE VI
BOARD OF DIRECTORS

A. The affairs of the HOMEOWNERS' ASSOCIATION shall be managed by a Board of Directors consisting of five (5) Directors. So long as the SUBDIVIDER shall have the right to appoint all of the Board of Directors, Directors need not be MEMBERS of the HOMEOWNERS' ASSOCIATION and need not be residents of PINE RIDGE; thereafter Directors shall be MEMBERS of the HOMEOWNERS' ASSOCIATION and residents of PINE RIDGE and of the State of Florida, except for those who are appointed by the SUBDIVIDER. At the option of the SUBDIVIDER, MEMBERS other than the SUBDIVIDER may be given the right to elect two (2) Directors while the SUBDIVIDER has the right to appoint all of the Board of Directors. Elections shall be by plurality vote. The first annual meeting of the MEMBERS shall be held at the call of the SUBDIVIDER. At the first annual meeting of the MEMBERS an election for MEMBERS of the Board of Directors shall be held. The term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and...
the term of the other two (2) elected Directors shall be established at one (1) year each. In addition, the SUBDIVIDER shall select two (2) Directors to serve for terms of two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each succeeding annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until removed from office with or without cause by the affirmative vote of a majority of the MEMBERS which elected or appointed them. In no event may a Board member appointed by the SUBDIVIDER be removed except by action of SUBDIVIDER. Any Director appointed by the SUBDIVIDER shall serve at the pleasure of the SUBDIVIDER, and may be removed from office, and a successor Director appointed at any time by the SUBDIVIDER.

B. The names and addresses of the members of the first Board of Directors, who shall hold office until the first annual meeting of the HOMEOWNERS' ASSOCIATION, and until their successors are elected or appointed and have qualified, are as follows:

G. S. Sollitto 3300 University Drive, Coral Springs, FL 33065
R. Dyess 3300 University Drive, Coral Springs, FL 33065
J. P. Taravella, Jr. 3300 University Drive, Coral Springs, FL 33065
R. Smith 3300 University Drive, Coral Springs, FL 33065
M. Hansen 3300 University Drive, Coral Springs, FL 33065

ARTICLE VII
OFFICERS

A. The officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except for the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

B. The names of the officers who are to manage the affairs of the HOMEOWNERS' ASSOCIATION until the annual meeting of the Board of Directors to be held in the year 1985, and until their successors are duly elected and qualified are:

G. S. Sollitto, President R. Smith, Treasurer,
R. Dyess, Vice-President M. Hansen, Assistant Secretary
J. P. Taravella, Jr., Secretary
ARTICLE VIII
CORPORATE EXISTENCE

The HOMEOWNERS' ASSOCIATION shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors may, from time to time, adopt, alter or rescind By-Laws not inconsistent with these Articles.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

A. The Board of Directors, by majority vote, shall adopt a Resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the MEMBERS.

B. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the MEMBERS.

C. Such proposed Amendment shall be submitted to and approved by the MEMBERS at such meeting. Any number of Amendments may be submitted to the MEMBERS and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the MEMBERS entitled to vote thereon.

D. An Amendment to these Articles of Incorporation may be made by a written statement signed by all MEMBERS and Directors eligible to vote in lieu of the above procedure.

E. Notwithstanding the foregoing, no Amendment affecting FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as SUBDIVIDER of PINE RIDGE shall be effective without the prior written consent of said FLORIDA NATIONAL PROPERTIES, INC., or its successors or assigns, as SUBDIVIDER.
ARTICLE XI
INCORPORATOR

The name and address of the Incorporator of these Articles is FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, of 3300 University Drive, Coral Springs, Florida 33065.

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the HOMEOWNERS' ASSOCIATION (and the Directors and Officers as a group) shall be indemnified by the HOMEOWNERS' ASSOCIATION against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the HOMEOWNERS' ASSOCIATION. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

ARTICLE XIII
TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the HOMEOWNERS' ASSOCIATION and one or more of its Directors or Officers, or between the HOMEOWNERS' ASSOCIATION and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the HOMEOWNERS' ASSOCIATION shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.
B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION OF THE HOMEOWNERS' ASSOCIATION

A. Upon dissolution of the HOMEOWNERS' ASSOCIATION, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

1. Real property contributed to the HOMEOWNERS' ASSOCIATION without the receipt of other than nominal consideration by the SUBDIVIDER (or its successors in interest) shall be returned to the SUBDIVIDER (whether or not a MEMBER at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the HOMEOWNERS' ASSOCIATION to be appropriate for dedication and which the authority is willing to accept; and

3. The remaining assets shall be distributed among the MEMBERS, subject to the limitations set forth below, as tenants in common, each MEMBER'S share of the assets to be determined in accordance with his voting rights.

B. The HOMEOWNERS' ASSOCIATION may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Directors; three-fourths (3/4) of the MEMBERS; and the issuance thereafter of a decree of dissolution by a Circuit Judge as provided for in Section 617.05 Florida Statutes, as amended.

ARTICLE XV

GENDER

Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

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ARTICLE XVI

DESIGNATION OF REGISTERED AGENT

FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, is hereby designated as the HOMEOWNERS' ASSOCIATION'S Registered Agent for service of process within the State of Florida, at 3300 University Drive, 9th floor, Coral Springs, Broward County, Florida 33065.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 10th day of February, 1984.

FLORIDA NATIONAL PROPERTIES, INC.

By: W. Buntevemer, President

Attest: A. N. Malanos, Secretary

STATE OF FLORIDA )
COUNTY OF BROWARD ) ss

The foregoing Articles of Incorporation were acknowledged before me this 10th day of February, 1984, by W. Buntevemer, President, and A. N. Malanos, Secretary, of FLORIDA NATIONAL PROPERTIES, INC, a Florida corporation, on behalf of the corporation.

My commission expires:

(Notary Seal)