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DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND EASEMENTS

OF

WEITZER CHAPEL TRAIL HOMES

This Declaration of Covenants, Restrictions, Conditions and Easements made by Weitzer Chapel Trail Homes, a Florida general partnership, hereinafter referred to as the "Declarant", whose mailing address is 4960 S.W. 72nd Avenue, Suite 401, Miami, Florida 33155.

WITNESSETH;

Declarant is the owner in fee simple of the property (the "Property") described in Exhibit "A" attached hereto and made a part hereof; and

Declarant may, but shall not be required to, construct Homes upon the property described in Exhibit "A", provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

Now, Therefore, Declarant hereby declares that the property described in Exhibit "A" shall be held, sold conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property described in Exhibit "A" and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Articles" mean and refer to the Articles of Incorporation of Weitzer Chapel Trail Homes Homeowners' Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. The Articles are attached hereto and made a part hereof as Exhibit "B".

Section 2. "By-Laws" mean the By-Laws of Weitzer Chapel Trail Homes Homeowners' Association, Inc. and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. The By-Laws are attached hereto and made a part hereof as Exhibit "C".

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Section 3. "Chapel Trail" means the multi staged planned community known as Chapel Trail planned for development upon portions of the total property, which includes the property described in Exhibit "A"; the said Chapel Trail being within the City of Pembroke Pines, Florida.

Section 4. "Chapel Trail Documents" are in the aggregate (a) Declaration of Protective Covenants, Restrictions and Easements for Chapel Trail dated March 2, 1988, and recorded in Official Record Book 15283, at Page 283, of the Public Records of Broward County, Florida, any supplements and amendments thereto, the Articles and the By-Laws, the Rules and Regulations of the Master Association, and all of the instruments referred to therein, including, but not limited to, amendments to any of the foregoing, as applicable.

Section 5. "Corporation" means Weitzer Chapel Trail Homes Homeowners' Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 6. "Declarant" is Weitzer Chapel Trail Homes, a Florida general partnership, or any successor of Declarant who may be assigned all or a part of the rights of Declarant pursuant to a written assignment executed by the then present Declarant and recorded among the Public Records of Broward County, Florida. If Declarant assigns only a portion of its rights as Declarant hereunder to an assignee, then the terms Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the right of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights of Declarant hereunder which were not specifically assigned to such assignee.

Section 7. "Declaration" means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any as may be adopted from time to time pursuant to the terms hereof. This Declaration may be referred to in any other document as "Weitzer Chapel Trail Homes Declaration of Covenants, Restrictions, Conditions and Easements".

Section 8. "Development Period" means the period of time until the Declarant has sold the last Lot as shown on the Plat to outside purchasers.

Section 9. "Home" is a single family dwelling constructed upon a Lot.

Section 10. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home. The term Institutional First Mortgage shall also include a mortgage executed by Declarant in favor of Ohio Savings Bank, an Ohio corporation, and AmTrust Bank, a Florida corporation, encumbering all or any portion of the Property.

Section 11. "Institutional First Mortgagee" is a bank, savings and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity. The term Institutional First Mortgagee shall also include Ohio Savings Bank, an Ohio corporation and AmTrust Bank, a Florida corporation, which owns or holds a mortgage encumbering all or any portion of the Property and shall include any corporate subsidiary of such entity.

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Section 12. "Lot" is a designated lot within the property described on Exhibit "A" conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home. Each Lot within the Property is shown upon the Plat of the Property. There are 162 Lots located on the Property.

Section 13. "Master Association" is Chapel Trail Owners Association, Inc, a Florida corporation not for profit.

Section 14. "Master Association Assessments" are the Individual Unit Assessments, Special Assessments and Individual Expense Assessments and any and all other assessments which are levied and assessed by the Master Association in accordance with the provisions of the Master Declaration.

Section 15. "Master Declaration" is the Declaration of Protective Covenants, Restrictions and Easements for Chapel Trail dated March 2, 1988, recorded in Official Record Book 15283, at Page 283, of the Public Records of Broward County, Florida, and any and all supplements and amendments thereto.

Section 16. "Member" is every person or entity who is a Member in the Corporation.

Section 17. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 18. "Plat" is Ameritrail Section Two according to the Plat thereof, recorded in Plat Book 151, at Page 28, of the Public Records of Broward County, Florida, being a replat of a portion of Parcel "A" and Parcel "B", Chapel Trail II, recorded in Plat Book 112, at Page 16, of the Public Records of Broward County, Florida in Sections 12 and 13, Township 51 South, Range 39 East, City of Pembroke Pines, Broward County, Florida.

Section 19. "Property" is the property described in Exhibit "A".

Section 20. "Rules" are collectively the rules and regulations which the Boards of Directors of the Corporation and Master Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, and any improvements located thereon; and such term shall also include the "Rules" as defined in Article I 43, on Page 3, of the Master Declaration.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

Article II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is the property described in the Plat.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto, and subject to the applicable terms and conditions of the Master Declaration as specified therein and any and all supplements and lawful amendments to the covenants, conditions, restrictions, reservations,

easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges except for those specifically provided for in this Declaration and the Master Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration and the Master Declaration.

Article III

Membership

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Corporation and the Master Association, as hereinafter provided, and shall be subject to enforcement by the Corporation and Master Association in accordance with the terms and provisions of this Declaration and the applicable terms and provisions of the Master Declaration.

Section 2. Membership in the Corporation shall not constitute or entitle a Member to Membership in the Master Association, nor shall a Member have the right to vote on, or participate in, any matter in which the Master Association may be involved or undertakes.

ARTICLE IV

VOTING RIGHTS

The Association shall have two 2 classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1998; or
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership.

ARTICLE V

PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Corporation in accordance with its Articles of Incorporation and By-Laws to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage the Common Area and the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed by the Declarant to a purchaser;
- (b) The right of the Corporation to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;
- (c) The right of the Declarant or the Corporation to establish, from time to time, certain easements over the Common Area for utilities and common services purposes;
- (d) Existing easements and agreements of record; and
- (e) Easements referred to in Article X hereof.

Section 2. Title to the Common Area. The Declarant hereby represents that the fee simple title to the Common Area will be conveyed by Weitzer Chapel Trail Homes to the Corporation free and clear of all encumbrances and liens prior to the conveyance of the first Lot to a third party.

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

- (a) The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize the Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; or take any action that will affect title to any of the Lots after conveyance to third parties;
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, or any other utilities or service to any

Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

- (c) The Declarant shall have rights of ingress and egress to and through, and over and about the Property, including the Common Area, during the Development Period and such additional period of time as the Declarant is engaged in any construction or improved work on or within the Property, and Declarant shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners and the like being used in connection with the sale or promotion of the Property, or any portion thereof. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and
- (d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Corporation, to another party by the execution and recording of a proper instrument in the Public Records of Broward County, Florida.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area or for any public use or purpose whatsoever.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Corporation. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Corporation: (1) any annual assessments or charges; and (2) any special assessments for capital improvements, or to fund any deficits between the amount collected for annual assessments in accordance with the annual budget and the amount determined necessary by the Corporation for the proper management and maintenance of the Common Area and (3) any annual assessments or charges to effect payment of property taxes which may be assessed against the Common Area or any personal property which may in the future be owned by the Corporation. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided, shall be a charge on the Property and shall be a continuing lien upon any Lot against which each such assessment is made, and said lien may

be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest, costs, and reasonable attorney's fees for its collection, including attorney's fees involved at all appellate levels, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. The personal obligation shall not pass to the successors in title unless expressly assumed by such successors.

Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant (or any of its affiliates) is the Owner of any Lot, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Home for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Corporation's operating expenses (exclusive of any reserves or management fees) not produced by assessments receivable from Owners other than Declarant. The deficit to be paid under option (iii) above, shall be the difference between (i) actual operating expenses of the Corporation (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Corporation (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option stated above under which Declarant is making payments to the Corporation by written notice to such effect to the Corporation. If Declarant at any time elects option (ii) above, it shall not be deemed to have elected option (iii) as to the Lots which are not designated under option (ii). When all Lots within the Property are sold and conveyed to Owners, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Corporation for the payment of assessments, deficits or contributions.

Section 2. Purpose of Assessments. The assessments to be levied by the Corporation shall be used exclusively for the purpose of the maintenance and operation of the entrance features to be erected to the Property; the payment of taxes and insurance for the Common Area, and payment for the improvement and maintenance of the Property, and services and facilities related to the use and enjoyment of the Common Area.

Section 3. Basis of Annual Assessments. Until December 31, 1992, the Declarant shall pay the operating costs of the Corporation. From and after January 1, 1993, the annual assessments may be required at some future date and shall be determined in accordance with the Articles and By-Laws, taking into account current maintenance costs and future needs of the Corporation. The maintenance costs shall include and shall mean all operating costs of the Corporation, maintenance costs of the Common Area, payment of insurance premiums for the Common Area and premiums for such additional insurance as the Corporation deems necessary.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Corporation may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, provided that any such special assessment in excess of twenty-five (25%) percent of the regular annual assessments shall require the assent of two-thirds (2/3) of the votes of each class of the Members present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor or more than sixty (60) days in advance of the

meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for An Action Authorized Under Section 4. At each meeting called, as provided in Section 4 hereof, the presence at the meeting of Members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots when determined by the Board of Directors of the Corporation as herein provided. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Corporation shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Corporation shall upon demand at any time furnish a certificate in writing signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Corporation. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Corporation, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the assessment is levied, and interest, costs and reasonable attorney's fees, including at all appellate levels, of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any bona fide Institutional First Mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in constant monthly or quarter annual payments over a period of not less than five (5) years, and with a balloon payment thereafter if provided for in the mortgage or the note secured thereby. In addition, the lien of the assessments provided for herein shall also be subordinate to any mortgage granted by Declarant in favor of Ohio Savings Bank, an Ohio corporation and Amtrust Bank, a Florida corporation, which mortgage encumbers all or any portion of the Property.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a

charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Assessments Under Master Declaration. In addition to the Assessments provided for in Sections 1 through 10 of this Article VI, each Owner of a Lot shall be obligated to pay the assessments at the times and in the manner provided for in Articles VI and VII of the Master Declaration, including the Working Capital Contribution provided for in Article VII, Section G of the Master Declaration.

ARTICLE VII

CAPITAL CONTRIBUTION

At the time of the closing of a Home pursuant to an original sale by the Declarant, each purchaser shall pay to the Declarant on behalf of the Corporation a sum equal to Fifty (\$50.00) Dollars. These monies (hereinafter called "Capital Contribution") shall be the Corporation's property, and shall be held by the Corporation through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. All Capital Contributions shall be held by the Corporation as an operating reserve for common expenses or Capital improvements, and said reserve shall be used and applied by the Corporation from time to time as it may be needed toward meeting deficits and such other common purposes as the Corporation may deem necessary.

ARTICLE VIII

ARCHITECTURAL CONTROL

During the Development period and after the expiration thereof no building, fence, wall, other structure or any improvements, landscaping, screened enclosure, drain system or any item visible from the exterior shall be commenced, erected or maintained by an Owner upon any Lot, nor shall any exterior addition to or change or alteration therein be made upon any Lot by an Owner until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Design Control Committee pursuant to Article III D of the Master Declaration.

ARTICLE IX

USE RESTRICTION

Section 1. Subdivision Restrictions. The Property is subject to the use restrictions set forth in the Master Declaration which is hereby incorporated and made a part hereof by reference as if completely set forth herein in its entirety. In addition, the items set forth in this Article IX shall also constitute use restrictions on the Property.

Section 2. Rules and Regulations. The Board of Directors of the Corporation shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area as the Board of Directors in its sole discretion deems appropriate or necessary, provided that such additional rules and regulations shall be consistent with the provisions contained in this Declaration and the Master Declaration.

ARTICLE X

EASEMENTS

Easements for ingress and egress and for the installation and maintenance of all utilities and drainage facilities are reserved on and over each lot and the Common Area. The right is also reserved to the Declarant and the Corporation to create additional utility easements by separate instrument as may be required from time to time.

ARTICLE XI

PROVISIONS RESPECTING HOMES

Section 1. House Maintenance. Each Owner shall be responsible for maintaining and repairing the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition. Each Owner shall be responsible for the maintenance, replacement or repair of all doors, exterior walls and all other portions of his Home and shall also be responsible to keep the paint on the exterior walls of the Home and the roof in good state of repair. It will also be the duty of each Owner to maintain in good repair the driveway servicing his Lot. If any Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of Article III, Section C 15 of the Master Declaration.

Section 2. Lawn Maintenance. No underbrush or other unsightly growth shall be permitted to grow on any Lot, nor shall any refuse or unsightly objects be permitted to remain thereon. Each Owner shall maintain his Lot in a neat and attractive manner, including, without limitation, have grass, weeds and undergrowth and other vegetation cut not less than once per month, and the shrubbery and trees located upon the Lot trimmed periodically in accordance with good husbandry practices, including the removal of any dead trees, shrubs or plants. In addition to maintaining his Lot as herein provided, each Owner shall maintain the wall, if any, facing the interior portion of his Lot, and the public area located between the front property line of his Lot and the street in front of his Lot or the property line of his Lot and the street on the side of his Lot if such Lot is a corner Lot. If any Owner breaches these covenants, the Master Association may enforce this covenant against that Owner in accordance with the provisions of Article III, Section C 15 of the Master Declaration.

Section 3. Common Area Maintenance. The Corporation shall maintain the Common Area. The cost of such maintenance shall be a common expense of the Corporation. No Owner shall plant any trees, shrubs or other plant materials outside his Lot without the express written consent of the Master Association. No Owner shall place any obstruction, fence, tree, shrubbery, foliage or any other item on the Common Area without the express written consent of the Master Association. The Corporation shall maintain the entrance feature of the Property, the cost of which shall be a common expense of the Corporation.

ARTICLE XII

PROVISIONS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of Common Area by the Corporation, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the

Corporation to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Corporation for any loss to the Common Area or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area. Notwithstanding the foregoing, any of the actions and/or matters set forth in this Section 1 of Article XII shall require the consent of Ohio Savings Bank for as long as Ohio Savings Bank is an Institutional First Mortgagee holding an Institutional First Mortgage.

Section 2. An Institutional First Mortgagee on any Lot in the Property may singly or jointly with other Institutional First Mortgagees: Pay the taxes or the charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Corporation for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Corporation against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Corporation.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be liable for any unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Corporation of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the terms and restrictions of the Declaration and the Master Declaration to the same extent that Declarant should be exempt from such terms or restrictions.

Section 7. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of a termination fee on ninety (90) days or less written notice. Any such agreement for professional management or any other contract providing for the services of the Declarant must be approved by Ohio Savings Bank for so long as Ohio Savings Bank is an

Institutional First Mortgagee holding an Institutional First Mortgage.

ARTICLE XIII
MEMBERSHIP AND VOTING RIGHTS IN THE
MASTER ASSOCIATION

Section 1. Declaration of Protective Covenants, Restrictions and Easements for Chapel Trail. Weitzer Chapel Trail Homes (the "Property") is located within an area encumbered by the Declaration of Protective Covenants, Restrictions and Easements for Chapel Trail dated March 2, 1988, recorded in Official Record Book 15283, at Page 283, of the Public Records of Broward County Florida (the "Master Declaration"). Notwithstanding anything contained in this Declaration, the provisions of the Master Declaration Articles of Incorporation of the Master Association and the By-Laws of the Master Association, as they may exist from time to time, shall supercede and control this Declaration. Any conflicts between the Master Declaration, and the aforementioned Articles and By-Laws shall supercede and control this Declaration and the Articles and By-Laws of the Corporation.

Section 2. Neighborhood Association. The Corporation is a Neighborhood Association as defined in the Master Declaration in Article I 33 thereof.

Section 3. The Corporation ("Neighborhood Association") shall be subject to the provisions set forth in Article IX of the Master Declaration. The Members of the Corporation shall have no right to membership in the Master Association, nor any rights to participate in or approve any actions the Master Association or its officers and directors undertake; and the Corporation will be the sole representative for its members in connection with any matters which the Corporation may be entitled to participate in or which involve the Master Association. In particular, the President or Vice-President of the Corporation shall be the designated representatives of the Corporation at any meeting the Master Association may hold in which the Corporation would be permitted to participate. In the alternative, the Corporation's Board of Directors shall appoint a representative to the Master Association to serve or be replaced at their pleasure.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and By-Laws of the Corporation. The Corporation shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant under the Master Declaration or the Master Association, or the Declarant, or the Corporation shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations,

liens and charges now or hereafter imposed by the provisions of this Declaration or the Master Declaration by proceedings at law or in equity. After the Development Period, the Master Association or the Corporation or any lot Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or the Master Declaration. In any such proceedings, whether during or after the Development Period, the prevailing party shall be entitled to recover all costs and reasonable attorneys fees, including at all appellate levels, incurred in connection with such enforcement action.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Corporation or the Master Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. During the Development Period, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgagee Landers and shall become effective when executed by Declarant and recorded in the Public Records of Broward County, Florida. After the Development Period the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than fifty-one (51%) percent of the Lot Owners. Any amendments must be properly recorded.

Section 5. Remedy for Violation. For violation of a breach of any of the provisions of this Declaration, or the provisions of the Articles or By-Laws of the Corporation by any person or party claiming by, through or under the Declarant and/or the Corporation, or by virtue of any judicial proceedings, the Owner, the Corporation or the Master Association, the Declarant, an Institutional First Mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel compliance of any of such provisions, or for such other relief as may be appropriate. In addition to the foregoing rights, whenever there shall have been built within the Property any structure which is in violation of this Declaration, a duly authorized representative of the Corporation or the Master Association, may enter upon the Property where such violation exists and summarily abate or remove the same at the expense of the Owner, provided, however, that the Corporation or the Master Association, shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass.

Section 6. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or By-Laws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or By-Laws.

Section 7. Instruments Governing the Common Area and Owners of Lots. This Declaration and the Articles and By-Laws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 8. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situation upon the Lot. Such notices shall be deemed given when deposited in the United States mail. Any Owner may change his mailing address by written notice given to the Declarant or the Corporation at:

4960 S.W. 72nd Avenue
Suite 401
Miami, Florida 33155

(or the official address of the Corporation
as may be designed from time to time.)

Section 9. Grammatical Construction. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, Weitzer Chapel Trail Homes has executed this Declaration, this 14th day of August, 1992.

Signed, sealed and delivered
in the presence of:

Weitzer Chapel Trail Homes,
a Florida general partnership

By: Weitzer Chapel Trail Homes, Inc.

Estelle Burnside
Name: Estelle Burnside

By: Harry Weitzer, President

John H. MacKen
Name: John H. MacKen

Attest: George J. Coren
George J. Coren, Asst. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
:SS.
COUNTY OF DATE

4960 Southwest 72nd Avenue
Miami, Florida 33155

The foregoing instruction was acknowledged before me this 14th day of August, 1992 by Harry Weitzer, as President and George J. Coren, as Assistant Secretary of Weitzer Chapel Trail Homes, Inc., a Florida corporation, on behalf of said Corporation, who are personally known to me or have produced N/A as identification, respectively, and did taken an oath.

Estelle Burnside
Notary Public, State of Florida

Name: Estelle Burnside

AA 704 204

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 2, 1993
BONDED THRU GENERAL INS. UND.

BK 19787P60935

JOINDER

File No.

Ohio Savings Bank, an Ohio corporation ("Ohio"), whose mailing address is 1801 East 9th Street, Cleveland, Ohio 44114, the owner and holder of the Mortgage and Security Agreement dated, as of August 14, 1992, recorded in Official Records Book 92355530 of the Public Records of Broward County, Florida, from Weitzer Chapel Trail Homes, a Florida general partnership, to Ohio securing a note in the principal amount of Four Million One Hundred Thousand Dollars (\$4,100,000.00) and the Mortgage and Security Agreement dated as of August 14, 1992, recorded in Official Records Book 92355530, at Page **, of the Public Records of Broward County, Florida, from Weitzer Chapel Trail Homes, a Florida general partnership, to Ohio securing a note in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) hereby consents to the terms and conditions contained in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements, and agrees that in the event of the foreclosure of Ohio's Mortgage and Security Agreement, or it receives a deed in lieu of foreclosure, that the foregoing Declaration will be binding upon Ohio and its successors and assigns. Provided, however, (a) that this Joinder shall not in any manner release, satisfy or discharge the Mortgage or in any way impair, alter or diminish the effect, lien, security interest or encumbrance of the Mortgage, or any rights or remedies of Ohio, and (b) Ohio does not assume and is not responsible for any of the obligations and liabilities of the Declarant, and none of the representations contained in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements shall be deemed to have been made by Ohio or impose any obligations on Ohio. Nothing contained in this Joinder shall in any way restrict or limit any rights, benefits and privileges in favor of Ohio as an "Institutional First Mortgagee," "Owner" or otherwise whether now or hereafter existing. The term "Mortgage" as used in this Joinder shall mean the Mortgages referred to hereinabove.

In Witness Whereof, Ohio Savings Bank, an Ohio corporation, has executed this Joinder on this 31st day of July, 1992.

Signed, sealed and delivered in the present of:

[Signature]
Name: Steven S. Swartz

[Signature]
Name: KATHLEEN VOJINOV
(As to KATHLEEN VOJINOV, an Ohio corporation)

Ohio Savings Bank, an Ohio corporation

By: [Signature]
Name: Frank J. Bolognia
Title: Senior Vice President

Att: [Signature]
Name: Timothy R. Bullock
Title: Assistant Secretary, Ohio Savings Bank

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 31st day of July, 1992 by Frank J. Bolognia and Timothy R. Bullock, as Senior Vice President and Assistant Secretary, respectively, of Ohio Savings Bank, an Ohio corporation, on behalf of the corporation, who are personally known to me or who have produced _____ and _____, respectively, as identification, and who did take an oath.

[Signature]
Notary Public, State of Ohio
County of Cuyahoga
Print Name: KATHLEEN VOJINOV, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires Nov. 28, 1996

My Commission Expires:
FWR205481/2

BK119787P60936

JOINDER

Ameritrail, Ltd., a Florida limited partnership ("Lender"), whose mailing address is 65 Northwest 168th Street, North Miami Beach, Florida 33169, the owner and holder of the Purchase Money Third Mortgage ("Mortgage") dated as of August 14, 1992, recorded in Official Record Book 84, Page No. 9235532, of the Public Records of Broward County, Florida, from Weitzer Chapel Trail Homes, a Florida general partnership, to Lender securing a note in the principal amount of SEVEN HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED THIRTY-FOUR (\$748,334.00) and NO/100 DOLLARS hereby consents to the terms and conditions contained in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements, and agrees that in the event of the foreclosure of Lender's Mortgage, or it receives a deed in lieu of foreclosure, that the foregoing Declaration will be binding upon Lender and its successors and assigns. Provided, however, (a) that this Joinder shall not in any manner release, satisfy or discharge the Mortgage or in any way impair, alter or diminish the effect, lien, security interest or encumbrance of the Mortgage, or any rights or remedies of Lender, and (b) Lender does not assume and is not responsible for any of the obligations and liabilities of the Declarant, and none of the representations contained in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements shall be deemed to have been made by Lender or impose any obligations on Lender. Nothing contained in this Joinder shall in any way restrict or limit any rights, benefits and privileges in favor of Lender whether now or hereafter existing. The term "Mortgage" as used in this Joinder shall mean the Mortgage hereinabove referred to.

IN WITNESS WHEREOF, Ameritrail, Ltd., a Florida limited partnership has executed this Joinder on this 10th day of August, 1992.

Signed, sealed and delivered
in the presence of

AMERITRAIL, LTD., a Florida
limited partnership

By: AMERITRAIL, INC., a Florida
corporation, Managing General
Partner

[Signature]
Name: ROBERTO KASSIN

By: [Signature]
ROBERTO KASSIN, President

[Signature]
Name: RAY BEHAR
(As to Lender)

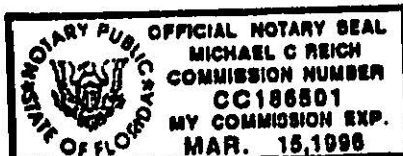
By: [Signature]
Name: RAY BEHAR
Title: VIC PRESIDENT

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 6th day of Aug., 1992, by Roberto Kassin, and Roberto Kassin as President and SABY BEHAR of Ameritrail, Inc., a Florida corporation, the Managing General Partner of Ameritrail, Ltd., a Florida limited partnership, who acknowledged to me that, with due authorization and as such officers, they did sign the foregoing instrument on behalf of said corporation and partnership, and that such signing was their free act and deed, as such officers and the free act and deed of said corporation and partnership and who did produce FLORIDA DRIVERS LICENSE and AMERICAN EXPRESS, respectively, as identification and who did take an oath.

My Commission Expires:

GWR205431



Michael C. Reich
Notary Public, State of Florida

Print Name: Michael C. Reich

BR 9787P60937

JOINDER

Chapel Trail Owners Association, Inc., a not-for-profit Florida corporation, whose mailing address is c/o Paul Koenig, 9000 Sheridan Street, Suite 130, Pembroke Pines, Florida 33024, hereby approves and joins in the Declaration of Covenants, Restrictions, Conditions and Easements of Weitzer Chapel Trail Homes and the Exhibits attached thereto.

In Witness Whereof, Chapel Trail Owners Association, Inc. has executed this Joinder on this 31st day of July, 1992.

Signed sealed and delivered
in the presence of:

Chapel Trail Owners Association,
Inc., a not-for-profit Florida
corporation

Elizabeth A. Lesko
Name: ELIZABETH A. LESKO

By: Michael Koenig, V.P.
Michael Koenig, Vice President

Tina T. Trout
Name: TINA T. TROUT

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31st day of July, 1992 by Michael Koenig, as Vice President of Chapel Trail Owners Association, Inc., a not-for-profit Florida corporation, on behalf of said corporation, who is personally known to me and did take an oath.

Elizabeth A. Lesko
Notary Public, State of Florida

Print Name: Elizabeth A. Lesko

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 3, 1996
BONDED THRU GENERAL INS. UND.

BK119787PC0938

EXHIBIT "A"

All of Ameritrail Section Two, according to the Plat thereof, recorded in Plat Book 151, at Page 28, of the Public Records of Broward County, Florida, being a replat of a portion of Parcel "A" and Parcel "B", Chapel Trail II, recorded in Plat Book 112, at Page 16, of the Public Records of Broward County, Florida in Sections 12 and 13, Township 51 South, Range 39 East, City of Pembroke Pines, Broward County, Florida.

OK 119787P60939

EXHIBIT "B"

Parcel "F", as shown on the Plat of Ameritrail Section Two, recorded in Plat Book 151, at Page 28, of the Public Records of Broward County, Florida, being a replat of a portion of Parcel "A" and Parcel "B", Chapel Trail II, recorded in Plat Book 112, at Page 16, of the Public Records of Broward County, Florida, in Sections 12 and 13, Township 51 South, Range 39 East, City of Pembroke Pines, Broward County, Florida.

OK 119787PC0940

EXHIBIT "B"

Articles of Incorporation of

Weitzer Chapel Trail Homes Homeowners' Association,
a not-for-profit Florida corporation

FILED
1992 JUN 18 AM 11:37
TALLAHASSEE STATE
FLORIDA

In order to form a corporation not-for profit under and in accordance with the provisions of Chapter 617.001, effective July 1, 1991, of the Florida Statutes, the undersigned, acting as incorporators, hereby adopt the following Articles of Incorporation for the purposes and with the powers hereinafter mentioned, hereby certify and set forth the following:

First: The name of the Corporation is Weitzer Chapel Trail Homes Homeowners' Association, Inc.

Second: The corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617 Florida Statutes, as amended, and will be referred to hereafter as the "Corporation".

Third: The principal office and post office address of the Corporation shall be located at 4960 S.W. 7th Avenue, Suite 401, Miami, Florida 33155. The address of the Registered Office of the Corporation is the same as that of the principal office. The name of the registered agent is Harry Weitzer, who is authorized to accept service of process within this State upon the Corporation; and his address is at the Registered Office.

Fourth: The purposes for which this Corporation is formed do not contemplate pecuniary gain or profit to the Members thereof, and the specific purpose for which it is formed is to provide for maintenance of the Common Area described in Exhibit "A", attached hereto and made a part hereof, and such other purposes as are provided for in the Declaration of Covenants, Restrictions, Conditions and Easements of Weitzer Chapel Trail Homes affecting the property described in Exhibit "B" attached hereto and made a part hereof. This Corporation shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Restrictions, Conditions and Easements of Weitzer Chapel Trail Homes, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Broward County, Florida, as the same may be amended from time to time as therein provided; said Declaration is by reference incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Corporation, including licenses, taxes, or government charges levied or imposed against the property of the Corporation;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of the Corporation's real or personal property as security for money borrowed or debts incurred; and

- (e) To have and to exercise any and all powers, rights and privileges which a corporation, organized under the Corporation not-for-profit law of the State of Florida, may by law now or hereafter have or exercise.

Fifth: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Corporation, including contract sellers shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Corporation shall have two classes of voting membership:

Class A. Class A Member shall be all those Owners as defined in Article Fifth with the exception of the declarant (as defined in the Declaration). Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article Fifth. When more than one person holds such interest in any Lot, all such persons shall be Members. The voter for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant (as defined in the Declaration). The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article Fifth, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1998; or
- (c) Thirty (30) days after the Declarant elects to terminate the Class B Membership.

Seventh: The term for which this Corporation is to exist is perpetual.

Eighth: The affairs of the Corporation are to be managed by the following officers:

President
Vice President
Secretary
Treasurer

Ninth: The officers who are to serve until the first election of the directors are as follows:

President	Harry Weitzer
Vice President & Secretary	Estelle Burnside
Treasurer & Asst. Secretary	George J. Coren

The first annual meeting of the Corporation and the first election of the Board of Directors shall be held on the first Wednesday in December, 1994, or by the order of the Board of Directors at such earlier date as they determine, and thereafter annual meetings of the members shall be held on the first Wednesday in December of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day

following. The Directors elected at the first annual meeting and at each subsequent annual meeting of the Members shall elect officers of the Corporation who will hold office until the next meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This corporation shall be governed by a Board of Directors consisting of not less than three (3) and no more than five (5) persons. The names and addresses of the persons who are to serve as Directors until the first annual meeting of the Members are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Harry Weitzer	4960 S.W. 72nd Avenue, Suite 401 Miami, Florida 33155
Estelle Burnside	4960 S.W. 72nd Avenue, Suite 401 Miami, Florida 33155
George J. Coren	4960 S.W. 72nd Avenue, Suite 401 Miami, Florida 33155

Commencing with the first annual meeting of the Members and at each subsequent annual meeting of the Members of the Corporation, the Directors of the Corporation shall be elected by the Members and they will hold office in each instance until the next annual meeting of the Members or until their successors are elected and qualified. Pursuant to Article Sixth hereof, the Declarant, Weitzer Chapel Trail Homes, is a Class Member with three votes for each unsold Lot in the Property. Directors elected by the Class B Member need not themselves be owners of homes erected on the property subject to the Declaration nor Members of the Corporation. Further, notwithstanding the number of Class B votes existing from time to time, the Declarant, Weitzer Chapel Trail Homes, shall have the right to elect all of the Directors of the Corporation until December, 1994. Thereafter the Directors of the Corporation shall be elected at the annual meeting of the Members of the Corporation, which annual meeting will be held pursuant to the provisions of the By-Laws. Vacancies in the Board of Directors shall be filled by the remaining Directors at a special meeting called for that purpose and a Director so elected shall serve until the next annual meeting of the Members of the Corporation.

Eleventh: The Board of Directors shall have all powers and duties referred to in the Declaration and in the laws of the State of Florida respecting corporations not-for-profit. The powers of the Board of Directors shall include, but shall not be limited to the following: (a) to elect the Officers of the Corporation, (b) to administer the affairs of the Corporation and the Common Area, (c) to engage the services of a manager or managing agent for the Property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, (d) to promulgate such rules and regulations concerning the operation and use of the property or Common Area, as may be consistent with the Declaration and to amend the same from time to time, (e) to provide for the maintenance, repair and replacement of the Common Area, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot Owners of their respective shares or all estimated expenses.

Twelfth: The initial By-Laws of the Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended, added to or repealed by the Members of the Corporation in the manner provided for in said initial By-Laws and in conformity with the provisions and requirements of the Florida Statutes regulating corporations not-for-profit, as amended from time to time, which is currently set forth in Chapter 617, Florida Statutes, as amended

BK119787PG0943

from time to time.

Thirteenth: These Articles of Incorporation may be altered, amended, changed, added to, or repealed, in the manner or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided in Section 3, Article X of the initial By-Laws, and it contains a full statement of the proposed alteration, amendment, change, addition or repeal, and (b) there is an affirmative vote of two-thirds (2/3) of the Members in person or by proxy of said proposed alteration, amendment, change, addition or repeal.

Fourteenth: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non voting membership.

Fifteenth: From time to time and at least once annually, the corporate officers shall furnish periodic reports to the Members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practices.

Sixteenth: The Corporation shall have all the powers set forth and described in the Florida Statutes regulating corporations not-for-profit, as amended from time to time, which are currently set forth in Chapter 617.0302 Florida Statutes, together with those powers conferred by the Declaration, these Articles and any and all lawful By-Laws of the Corporation.

Seventeenth: The names and address of the incorporators hereto are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Harry Weitzer	4960 S.W. 72nd Avenue, Suite 401 Miami, Florida 33155
Estelle Burnside	4960 S.W. 72nd Avenue, Suite 401 Miami, Florida 33155
George J. Coren	4960 S.W. 72nd Avenue, Suite 401 Miami, Florida 33155

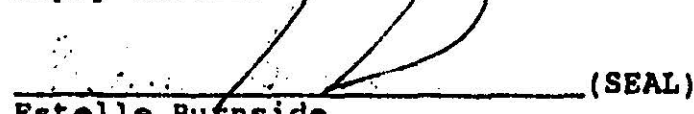
Eighteenth: Each Director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his having been a Director or officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty as such Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement shall substantially exceed the expense which might reasonably be incurred by such Director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or officer against any liability of the Corporation to which he would otherwise be subject to reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right to indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter

of law or otherwise

We, the undersigned, being all of the incorporators hereinabove named, for the purpose of forming a Corporation not-for-profit pursuant to Chapter 617, Florida Statutes, as amended, do hereby subscribe to these Articles of Incorporation, and have set our hands and seals this 17 day of August, 1992.


Harry Weitzer

(SEAL)


Estelle Burnside

(SEAL)

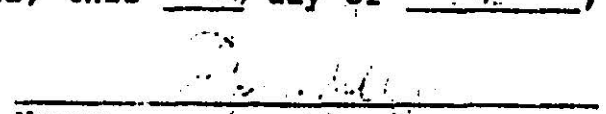

George J. Coren

(SEAL)

STATE OF FLORIDA)
: SS.
COUNTRY OF DADE)

Before Me, the undersigned authority, this day personally appeared Harry Weitzer, Estelle Burnside and George J. Coren, who being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 17 day of August, 1992


Name: KAM [illegible]
NOTARY PUBLIC, State of Florida
at Large

My commission expires:

(SEAL)

FILED

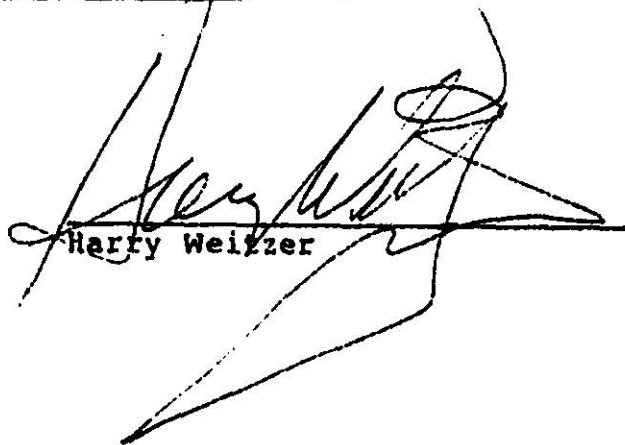
1992 JUN 18 AM 11:37

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Acceptance of Service As Registered Agent

The undersigned, Harry Weitzer, having been named as registered agent to accept service of process for Weitzer Chapel Trail Homes Homeowner's Association, Inc., a not-for-profit Florida corporation, at the registered office designated in the Articles of Incorporation of said Corporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 617.023 Florida Statutes, 1990, and will comply with the provisions of all statutes of Florida relative to the performance of his duties as registered agent.

Dated this 7th day of June, 1992


Harry Weitzer

BK09787PC0946

State of Florida



Department of State

I certify from the records of this office that WEITZER CHAPEL TRAIL HOMES HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 18, 1992.

The document number of this corporation is N49435.

I further certify that said corporation has paid all fees due this office through December 31, 1992, and its status is active.

I further certify said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of June, 1992.



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

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Exhibit "A"

COMMON AREA

Parcel "F" as shown and designated
on the Plat of Ameritrail Section Two
recorded in Plat book 151 Page 28 of
the Public Records of Broward County,
Florida.

BK 79787 PG 0948

Exhibit "B"

All of Ameritrail Section Two, according to the Plat thereof, recorded in Plat Book 151, at Page 28, of the Public Records of Broward County, Florida, being a replat of a portion of Parcel "A", Chapel Trail II, recorded in Plat Book 112, at Page 16, of the Public Records of Broward County, Florida, in Section 12 and 13, Township 51 South, Range 39 East, City of Pembroke Pines, Broward County, Florida.

BK119787PG0949

EXHIBIT "C"

BY-LAWS

OF

Weitzer Chapel Trail Homes Homeowners' Association, Inc.
a not-for-profit Florida corporation

ARTICLE I

NAME AND LOCATION

The name of the corporation is Weitzer Chapel Trail Homes Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at the office of Weitzer Chapel Trail Homes, Inc., 4960 S.W. 72nd Avenue, Suite 401, Miami, Florida 33155, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Articles" mean and refer to the Articles of Incorporation of Weitzer Chapel Trail Homes Homeowners' Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "By-Laws" are these By-Laws.

Section 3. "Chapel Trail" means the multi-staged planned community known as Chapel Trail planned for development within the City of Pembroke Pines, Florida.

Section 4. "Chapel Trail Documents" are in the aggregate (a) Declaration of Protective Covenants, Restrictions and Easements for Chapel Trail dated March 2, 1988, and recorded in Official Record Book 15283, at Page 283, of the Public Records of Broward County, Florida, any supplements and amendments thereto, any neighborhood Covenants, the Articles and By-Laws, the Rules and Regulations of the Master Association, and all of the instruments referred to therein, including, but not limited to, amendments to any of the foregoing, as applicable.

Section 5. "Corporation" means Weitzer Chapel Trail Homes Homeowners' Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 6. "Declarant" is Weitzer Chapel Trail Homes, a Florida general partnership, or any successor of Declarant who may be assigned all or a part of the rights of Declarant pursuant to a written assignment executed by the then present Declarant and record among the Public Records of Broward County, Florida. If Declarant assigns only a portion of its rights as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the right of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights of Declarant hereunder which were not specifically assigned to such assignee.

Section 7. "Declaration" is the Declaration of Covenants, Restrictions, Conditions and Easements of Weitzer Chapel Trail Homes dated _____, 1992, recorded in Office Record Book _____ at Page _____, of the Public Records of Broward County,

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Florida, and any and all supplements and amendments thereto.

Section 8. "Development Period" means the period of time until the Declarant has sold the last Lot as shown on the Plat to outside purchasers.

Section 9. "Home" is a single family dwelling constructed upon a Lot.

Section 10. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 11. "Institutional First Mortgagee" is a bank, savings and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 12. "Lot" is a designated lot within the Plat conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home. Each Lot within the Property is shown upon the Plat of the Property.

Section 13. "Master Association" is Chapel Trail Owners Association, Inc., a Florida corporation not-for-profit.

Section 14. "Master Association Assessments" are the Individual Unit Assessments, Special Assessments and Individual Expense Assessments and any and all other assessments which are levied and assessed by the Master Association in accordance with the provisions of the Master Declaration.

Section 15. "Master Declaration" is the Declaration of Protective Covenants, Restrictions and Easements for Chapel Trail dated March 2, 1988, recorded in Office Record Book 15283, at Page 283, of the Public Records of Broward County, Florida, and any and all supplements and amendments thereto.

Section 16. "Member" is every person or entity who is a Member in the Corporation/

Section 17. "Owner" is the record owners, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 18. "Common Area" is the Parcel of property designated as such on the Plat.

Section 19. "Plat" is Ameritrail Section Two, according to the Plat thereof, recorded in Plat Book 151, at Page 28, of the Public Records of Broward County, Florida, being a replat of a portion of Parcel "A" and "B", Chapel Trail II, recorded in Plat Book 112, at Page 16, of the Public Records of Broward County, Florida, in section 12 and 13, Township 51 South, Range 39 East, City of Pembroke Pines, Broward County, Florida.

Section 20. "Property" is the property described in Exhibits "A" and "B" attached hereto.

Section 21. "Rules" are collectively the rules and regulations which the Boards of Directors of the Corporation and Master Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, and any improvements located thereon; and such term shall also include the

"Rules" as defined in Article I 43, on Page 3, of the Master Declaration.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every persons or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owners shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Corporation, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed one hundred eighty (180) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and its facilities.

Section 3. Voting Rights. There shall be two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Article III of the Declaration with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required by membership by Article III of the Declaration. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by the Owners as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III of the Declaration, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1998; or
- (c) Thirty (30) days after the Declarant elects to terminate the Class B Membership.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Area and its facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Area and its facilities to the members of his family, his tenants or contract purchasers, who reside on the Property. Such Member shall notify the Secretary in writing of the name of any such party. The rights and privileges of such party are subject to suspension to the same extent as those of the Member.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Corporation shall be managed by a Board of not less than three (3) and no more than five (5) Directors.

Section 2. Election. Directors shall be elected at the annual meeting of the Members. At such annual meeting not less than three (3) and no more than five (5) directors shall be elected and they shall serve until the next annual meeting of the Members or until their successors are chosen or until removed in accordance with the Articles of Incorporation or these By-Laws.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Corporation. In the event of death, resignations or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve until the next annual meeting of the Members.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may be also made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Corporation. 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.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the Members or their proxies may cast their vote with respect to each vacancy for as many as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Area and its facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation which

are not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;

- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, except that the directors appointed by Declarant shall not be subject to this provision; and
- (d) To employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is required in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) To supervise all officers, agents and employees of the Corporation and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
 - (1) To take into account the common expenses of the Corporation, the appropriate expenses respecting the personal property taxes levied against the Corporation or the Common Area, and other expenses of the Corporation; and
 - (2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
- (e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accounts and other professionals to do the same;
- (f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Corporation;
- (g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) To cause the Common Area to be maintained; and
- (i) To cause the exterior of the dwellings, and the lawns, fences and walls to be maintained by the Owners (except as otherwise required by the Declaration or these By-Laws).

ARTICLE IX

COMMITTEES

Section 1. Types of Committees. The Corporation shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

Section 2. Responding to Members. It shall be the duty of each committee to receive complaints from Members on any matter involving Corporate 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 committees, directors or officers of the Corporation as are further concerned with the matter presented.

ARTICLE X

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the first Wednesday in December, 1994 or on such other date as the Board of Directors may in its judgment deem desirable or expedient, and each subsequent regular annual meeting of the members shall be held on the date fixed by the board of Directors, and such meetings shall commence at seven o'clock, P.M. The annual meeting of the Members shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4th) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Corporation, or supplied by such Member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

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ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The offices of this Corporation shall be a president and a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority and performance of such duties as the Board may, from time to time, require.

Section 5. Resignation and Removal. Any officers may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same persons. No persons shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Corporation and

affix it on all papers requiring said seal; serve notice of meetings of the Board and all of the Members; keep appropriate current records showing the Members of the Corporation together with their addresses and shall perform such other duties as required by the Board.

TREASURER

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes; shall cause financial statements to be made of the Corporation's books of account at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Corporation of all books, papers, vouchers, money or other property of whatever kind in his possession or under his control, belonging to the Corporation. The Corporation shall pay all premiums for said bond.

ARTICLE XII

ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Corporation. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agree to pay to the Corporation: (1) all annual assessments or charges; and (2) any special assessments for capital improvements, or to fund any deficits between the amount collected for annual assessments in accordance with the annual budget and the amount determined necessary by the Corporation for the proper management and maintenance of the Property; and (3) annual assessments or charge to effect payment of property taxes which may be assessed against the Property or any personal Property which may in the future be owned by the Corporation. Such assessment shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided, shall be a charge on the Property and shall be a continuing lien upon the Lot against which each such assessment is made and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessments, together with such interest, costs and reasonable attorney's fees for its collection, including attorneys fees involved at all appellate levels, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Notwithstanding any provision that may be contained to the contrary in these By-Laws, for as long as Declarant (or any of its affiliates) is the Owner of any Lot, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Home for which a certificate of occupancy has been issued) or (iii) not paying assessments on any Lots and in lieu thereof funding any resulting deficit in the Corporation's operating expenses

(exclusive of any reserves or management fees) not produced by assessments receivable from Owners other than Declarant. The deficit to be paid under option (iii), above, shall be the difference between (i) actual operating expenses of the Corporation (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Corporation (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option stated above under which Declarant is making payments to the Corporation by written notice to such effect to the Corporation. If Declarant at any time elects option (ii) above, it shall not be deemed to have elected option (iii) as to the Lots which are not designated under option (ii). When all Lots within The Property are sold and conveyed to Owners, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Corporation for the payment of assessments, deficits or contributions.

Section 2. Purpose of Assessments. The assessments to be levied by the Corporation shall be used exclusively for the purpose of: Maintenance and operation of the entrance features to be erected (if any) to the Property; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Property, services and facilities related to the use and enjoyment of the Common Area and of Homes situated upon the Property.

Section 3. Basis of Annual Assessments. Until December 31, 1992, the Developer shall pay the operating costs of the Corporation. From and after January 1, 1993, the annual assessment may be required at some future date and shall be determined in accordance with the Articles and these By-Laws and the Declaration taking into account current maintenance costs and future needs of the Corporation. The maintenance costs shall include and shall mean all operating costs of the Corporation, maintenance costs of the Common Area, payment of insurance premiums for the Common Area and obligations with respect to the Homes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Corporation may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, including, but not limited to recreational facilities (if any) and the necessary fixtures and personal property related thereto, provided that any such special assessment in excess of twenty-five (25%) percent of the regular annual assessments shall have the assent of two-thirds (2/3) of the votes of each class of the Members present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Section 4. At each meeting called, as provided in Section 4 hereof, the presence at the meeting of Members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots when determined by the Board of Directors of the Corporation as herein provided. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Corporation shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Corporation shall upon demand at any time furnish a certificate in writing signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of an assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Corporation. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Corporation, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the assessment is levied, and interest, costs and reasonable attorney's fees, including at all appellate levels, of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Special Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in accordance with the requirements of the Declaration or the Master Declaration, the Corporation after approval of Two-Thirds (2/3) of the Board of Directors, or the Master Association, may through its agents and employees, enter upon said parcel and repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance, restoration or repair shall be added to and become part of the annual assessment due to the Corporation or the Master Association to which such Lot is subject; and shall be immediately due and payable by the Owner upon notification by the Corporation or the Master Association of the amount due, and said assessment shall be enforced in the same manner as provided for in Section 8 above.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any bona fide institutional first mortgage to an institutional first mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which are amortized in monthly or quarterly annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to the Declaration shall be exempt from the assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Corporation shall, at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at a reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The Corporation shall have a seal having the words Weitzer Chapel Trail Homes Homeowners' Association, Inc., a not-for-profit Florida corporation.

ARTICLE XV

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the Homes located in the Property and the conduct of all residents thereof:

Section 1. Restrictions. The use restrictions set forth in the Master Declaration. In addition, the items set forth in this Article XV shall constitute use restrictions on the Property.

Section 2. Rules and Regulations. The Board of Directors of the Corporation shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area as the Board of Directors in its sole discretion deems appropriate or necessary, provided that such additional rules and regulations shall be consistent with the provisions contained in the Declaration and the Master Declaration.

ARTICLE XVI

AMENDMENTS

Section 1. Procedure. These By-Laws may be amended, at a duly called regular or special meeting of the Members, by a vote of fifty-one (51%) percent of the Members present in person or by proxy, except that if at the time an amendment is proposed there are any mortgages encumbering any Lot insured by the Federal Housing Administration, guaranteed by the Veterans Administration or held by the Federal National Mortgage Corporation, then the Federal Housing Administration, the Veterans Administration or the Federal National Mortgage Corporation shall have the right to veto amendments while there is a Class B membership, otherwise said right of veto will not exist.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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EXHIBIT "A"

Ameritrail Section Two, according to the Plat thereof, recorded in Plat Book 151, at Page 28, of the Public Records of Broward County, Florida, being a replat of a portion of Parcel "A" and Parcel "B", Chapel Trail II, recorded in Plat Book 112, at Page 16, of the Public Records of Broward County, Florida in Sections 12 and 13, Township 51 South, Range 39 East, City of Pembroke Pines, Broward County, Florida.

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EXHIBIT "B"

All of Parcel "F", as shown on the Plat of Ameritrail Section Two, recorded in Plat Book 151, at Page 28, of the Public Records of Broward County, Florida, being a replat of a portion of Parcel "A" and Parcel "B", Chapel Trail II, recorded in Plat Book 112, at Page 16, of the Public Records of Broward County, Florida, in Sections 12 and 13, Township 51 South, Range 39 East, City of Pembroke Pines, Broward County, Florida.

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

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