

**IVANHOE-WATERFORD  
HOMEOWNER'S ASSOCIATION, INC.**

P.O. BOX 291494, DAVIE, FLORIDA 33329

PRESIDENT  
Peter Graves  
434 5544

June 24, 1988

VICE PRESIDENT  
Harvey Abraham  
434 9011

Dear Homeowner:

BOARD MEMBERS  
Kathy Larnard  
434 8089  
Pete LaMoia  
434 7016  
Mike Corbin  
434 1998

The I.W.H.A. Board of Directors has summarized the covenants in the newsletter enclosed in this packet. Since we have received several requests for copies of the actual "Declaration of Covenants of Waterford Subdivision," we are also enclosing this document. The copy was made from the documentation given to the Board at our initial meeting. We apologize for the quality of the document, but we do not have an original at the present time to make the copies from.

TREASURER  
Monica Bedson  
437 3453

We are also enclosing one copy of each of the "approval forms" mentioned in the newsletter.

SECRETARY  
Charlotte Abraham  
434 9011

If you desire copies of the "Articles of Incorporation" or the "Bylaws", please send your request to the Board indicating which document you would like to receive and attach a check for \$1.50 for each document ordered to help defray the cost of duplicating and mailing.

ASSISTANT  
SECRETARY  
Jackie Martin  
434 5473

I.W.H.A. Board of Directors

Enclosures

DECLARATION OF COVENANTS OF WATERFORD SUBDIVISION

THIS DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by IVANHOE LAND INVESTMENTS, INC., a Florida corporation, hereinafter referred to as "Declarant,"

Section 1      Purpose and Definitions

1.01 Purpose. Declarant owns fee simple title to the Property. Declarant desires to develop or contract for the development of single family residential homes on the Lots and Multi-Family Units on the Multi-Family Parcels. By this Declaration Declarant desires to: (i) promote the health and safety of Lot Owners and Unit Owners, (ii) provide for the preservation of the values and amenities to be constructed on the Property, and (iii) provide for the proper maintenance of the Property and the administration thereof by the Association and by the Multi-Family Associations.

1.02 Definitions. As used in this Declaration, the following words shall have the meanings stated below:

A. "Association" shall mean and refer to Ivanhoe-Waterford Homeowner's Association, a Florida corporation not-for-profit, its successors or assigns.

B. "Declarant" shall mean and refer to Ivanhoe Land Investments, Inc., a Florida corporation, its successors or assigns.

C. "Declaration" shall mean and refer to the provisions of this Declaration and any amendments thereto properly adopted in accordance with the provisions hereof.

D. "Developer" shall mean the Declarant and any person, corporation or partnership to whom Declarant sells any part of the Property for the purpose of having the Developer construct on Lots or Multi-Family Parcels, residential homes or Units for sale to the consuming public.

E. "Drainage District" shall mean and refer to the Hollywood Reclamation District, a water control district, formed under Chapter 98 of the Florida Statutes, its successors or assigns.

F. "Drainage Easement" shall mean and refer to the drainage easements delineated and referred to as such on the Plat.

G. "Entranceway Feature Easement" shall mean and refer to each easement for the construction and maintenance of an entranceway feature established under Section 6.01 below.

H. "Institutional Lender" shall mean any savings and loan association, state bank, federal bank, insurance company, an agency of the United States government, a real estate investment trust, pension trust, an FHA approved mortgage lender or banker, the Federal National Mortgage Association, or its assigns, or Federal Home Loan Mortgage Company or its assigns.

I. "Lake Parcels" shall mean and refer to the parcels delineated and described as Parcel "D" and Parcel "E" on the Plat.

J. "Lot" shall mean and refer to any Lot numbered "1" through "182" as delineated and numbered on the Plat. The word "Lots" shall mean all Lots 1 through 182 shown on the Plat.

K. "Lot Owner" shall mean and refer to the record title holder of any Lot.

L. "Multi-Family Association" shall mean a non-profit corporation formed by Declarant or a Developer and having jurisdiction over Units constructed on a Multi-Family Parcel.

M. "Multi-Family Building" shall mean a building containing one (1) or more Units constructed on a Multi-Family Parcel.

N. "Multi-Family Parcel" shall mean and refer to either Parcel "A," Parcel "B," or Parcel "C," as delineated and so described on the Plat. "Multi-Family Parcels" shall mean and refer to all of those Parcels.

O. "Park Parcel" shall mean and refer to Parcel "F" as delineated and so described on the Plat.

P. "Plat" shall mean and refer to the Plat of WATERFORD containing the Property as recorded in Plat Book 116, Page 43, of the Public Records of Broward County, Florida.

Q. "Property" shall mean and refer to all of the property delineated and described on the Plat, except dedicated roads shown thereon, the Lake Parcels, and the Park Parcel.

R. "Unit" shall mean and refer to a residential unit built on a Multi-Family Parcel.

S. "Unit Owner" shall mean and refer to the record title holder of any Unit.

T. "Utility Easement" shall mean and refer to the utility easements delineated on and described as such on the Plat.

U. "Wall Easement" shall mean and refer to the easement for the construction and maintenance of a privacy wall established under Section 6.03 below.

## Section 2      Jurisdiction

2.01 Declarants. Until Declarant or any Developer sells the last Lot or Unit in the Property to the consuming public (the "Development Period") Declarant reserves the rights contained in Sections 2.02 through 2.04 and 3.01 through 3.03 below.

2.02 Reservations. Declarant reserves, on behalf of itself and Developers, the right to maintain on the Property, sales models, sales offices, advertising signs, lights and banners and to erect and maintain temporary dwellings, model homes and/or other structures on the Property.

2.03 Further Restrictions. Declarant reserves the right to impose further restrictions, amend the present restrictions, or grant or dedicate additional easements or rights-of-way on the Property. Such additional restrictions, easements or dedications shall not encumber any Lot or Multi-Family Parcel sold prior to the placing of such easement or dedication of record, unless the owner of the Lot or Multi-Family Parcel affected thereby joins in the execution of such amendment as provided for herein. Any further amendments to this Declaration by Declarant shall be made in accordance with Section 11.02.A. of this Declaration.

2.04 Right of Release. If any home constructed on a Lot or any Unit constructed on a Multi-Family Parcel shall violate any covenant of this Declaration, and if, in the opinion of Declarant, such violation is not substantial, Declarant may grant a release of such violation by acknowledging such release in writing and placing it of record in the Public Records of Broward

County, Florida. After the date of the termination of the Development Period under Section 2.01, this right of release shall succeed to the appropriate Association or Multi-Family Association having jurisdiction over the Unit or Lot or Multi-Family Parcel having jurisdiction over a Unit, Lot or Multi-Family Parcel as provided under Section 3.03.

2.05 Multi-Family Association. Each Unit constructed by Declarant or a Developer on a Multi-Family Parcel shall be subject to the jurisdiction of a Multi-Family Association to be formed by the Declarant or Developer. If the Developer is other than Declarant, then the Developer shall submit to Declarant for its approval the Articles of Incorporation and By-Laws of the Multi-Family Association, and the Declarations and related documents governing any planned unit development or condominium prior to the commencement of the construction of a Unit on a Multi-Family Parcel. Declarant shall not unreasonably withhold its approval of the aforesaid documents and shall either approve or submit its objections to such documents in writing within thirty (30) days after Developer submits the documents to Declarant for Declarant's approval. The Articles, By-Laws, Declaration and related documents governing the Units shall provide that the Multi-Family Association shall be obligated to enforce the covenants contained herein as they pertain to the Multi-Family Parcels. The Declaration of Covenants pertaining to the Units shall not contain any provisions that are contrary or inconsistent with the covenants of this Declaration pertaining to the Multi-Family Parcels.

2.06 Association. The Association shall have jurisdiction over the Lots, with the powers and duties defined in Sections 8, 9 and 10.

### Section 3 Architectural and Construction Restrictions

3.01 Construction. No improvement or structure of any kind including, without limitation, any building, fence, wall, swimming pool, tennis court, screened enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot or Multi-Family Parcel, whether or not the purpose thereof is purely decorative or otherwise, nor shall any addition, change or alteration therein or thereon be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by Declarant or after the termination of the Development Period by the respective Associations under Section 3.03. All plans and specifications shall be evaluated as to harmony of exterior design, materials, and location in relation to surrounding structures and topography and as to conformance with this Declaration. If Declarant approves plans for a Developer's model home or Multi-Family Units, such approval shall be deemed the approval for all subsequent construction of single-family residences or Multi-Family Units constructed under the approved plans and no subsequent approval shall be needed, except approvals must be obtained if there are any subsequent substantial exterior modifications to the plans by a Developer or an individual prior to the issuance of a Certificate of Occupancy for such single-family residence or Multi-Family Unit.

3.02 Construction. If construction of any improvement shall not commence six (6) months after the date of such Declarant's approval of plans and specifications as provided in Section 3.01, the approval shall become null and void unless Declarant extends the time in which to commence the construction. Upon commencement, construction shall be prosecuted diligently and completed within a reasonable period of time not to exceed twelve (12) months, unless such time is extended by Declarant. Site appearance during construction shall be kept in a neat and orderly condition so as not to cause an unsightly condition. No

dumping of building materials is permitted on any Lot and all construction material shall be disposed of in the manner conforming to the requirements of Broward County. In the event the Lot Owner, Parcel Owner, Unit Owner or Developer or his agents, contractor, or subcontractor shall fail to maintain the site as specified and continue such failure more than seven (7) days following delivery of a written notice with respect thereto from Declarant, Declarant may order a clean-up of the site and assess the respective Owner the cost and expense thereof and enforce payment of same as provided in Section 10.

3.03 Succession. On the date the Development Period terminates under Section 2.01, Declarant's rights under this Section shall succeed to the Association or Multi-Family Association with respect to any construction after such date on Lots or Multi-Family Parcels over which those associations have jurisdiction.

3.04 Restrictions. The architectural and construction restrictions pertaining to the Lots are contained in Sections 3.05 through 3.13. When the Association is granted right of approval or discretion as to any matter described in those Sections, such right of discretion shall be exercised by Declarant only during the Development Period.

3.05 Homes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling containing liveable enclosed floor area of not less than the total square footage described herein, exclusive of open or screened porches, terraces, garages, pools, out buildings and tennis courts. A dwelling on any Lot shall contain no less than 1100 square feet of liveable enclosed floor area on the first floor. The total required square feet of liveable enclosed floor area of any single-family dwelling shall be as follows:

| A. <u>Lots</u>                                                                                                                         | <u>Total Square Feet</u> |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1 through 17 .....                                                                                                                     | 2400                     |
| 24 through 30, 171 through 182 .....                                                                                                   | 2200                     |
| 23, 31 through 34, 36 through 39,<br>97 through 99, 101 through 130,<br>133 through 137, 151 through 159,<br>and 161 through 170 ..... | 2000                     |
| 18 through 22, 35, 40 through 96,<br>100, 131, 132, 138 through 150<br>and 160 .....                                                   | 1800                     |

B. Single-family dwellings shall not exceed thirty-five (35) feet in height and shall have roofs made of cement tile, vitrous clay or wood shingles, except that dwellings may have "built-up" roofs which overhang patio areas not visible from the street. Minimum roof pitch shall be not less than (rise over run) 5/12 unless contemporary design requires same and written approval is given by the Association. Unless approved by the Association as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling and if such structure is approved it may not be constructed prior to construction of the main residential dwelling.

3.06 Garages. Each dwelling on a Lot shall have a private and enclosed garage for not less than two (2) nor more than four (4) cars. All garages located on Lots shall have a minimum width of 18 feet for a two (2) car garage, 28 feet for a three (3) car garage, and 38 feet for a four (4) car garage as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two (2) car garage or two (2) sixteen (16) foot doors for a four (4) car garage or two (2), three (3) or four (4) individual overhead doors each with a minimum of eight (8) feet in width. No carports will be permitted unless approved in writing

by the Association. If prior written consent is obtained from the Association, garages may be enclosed for air conditioned living space.

3.07 Set-Backs. Except as provided in this Section, no building, or any part or any projection thereof, shall be erected on any portion of the Lots within five (5) feet of any side lot line, fifteen (15) feet of any rear lot line, five (5) feet of any drainage easement, or within twenty-five (25) feet of any right-of-way contiguous to the front lot line or fifteen (15) feet from any right-of-way contiguous to the side or rear lot line, except with respect to Lots 1 through 17, which set-back shall be forty (40) feet from any right-of-way contiguous to the front lot line. Pools, patios, and screened enclosures without roofs, shall only be required to set back five (5) feet from the rear lot line of any Lot. Where Lots have curved property lines, set-back distances shall be taken at right angles with the tangent to the curve. All other set-backs shall be measured at right angles to the lot line.

3.08 Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction which shall be not less than sixteen (16) feet in width at the entrance to the garage. All driveways should be constructed with concrete, asphalt, or a comparable material, approved by Declarant. If the driveway is elevated above the natural topography, the sides shall be sloped (rise/run) no greater than 1/4 and shall be grassed or sodded. If the driveway is elevated above the natural topography and does not provide a drainage swale at the right-of-way line, then six (6") inch drainage culverts of P.V.C. Schedule Forty (40) pipe or other culvert material approved in writing by the Association shall be installed at the minimum elevation in any driveway which might act as a dike or impediment to the natural flow of water.

3.09 Property Elevation. No changes in the elevation of a Lot shall be made without the prior written approval of Declarant. No fill shall be used to extend a Lot beyond the lot line. No sod, top soil, rock, gravel, sand, clay or earth, except for the landscaping, shall be removed from the Lot, or any lake or pond dug, without the written consent of the Association and no change in elevation resulting in surface water drainage onto another Lot shall be permitted.

3.10 Landscaping. A landscaping plan for each Lot and Multi-Family Parcel must comply with the ordinances of the governmental body having jurisdiction over the Lots and Multi-Family Parcels. Each Lot shall be fully sodded, including the area, if any, between the lot line and the street pavement. No Bahia grass or sod shall be used except for the area between the lot line and the street pavement. No gravel or pavement shall be used as a ground cover unless approved by the Association.

### 3.11 Fences and Walls.

A. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the prior written approval of the Association. All fences shall be erected so as not to interfere with drainage, maintenance or utility easements. No barbed wire, wire mesh, chicken or hog wire fences shall be allowed. No chain link or cyclone fence shall extend closer to the front of a Lot than the front of the dwelling. Fences and walls shall be at all times maintained in good repair and condition.

B. No fence, wall, hedge, or shrub planting which obstructs the line of sight and elevations between two (2) and six (6) feet above the roadway shall be placed, or permitted to remain, on any corner Lot within the triangular area formed by the street, property lines and a line connecting them at a point

twenty-five (25) feet from the intersection of the street lines, or in case of a rounded Lot corner from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines of sight.

3.12 Play Structures. All basketball backboards and play structures, including but not limited to, swing sets and playground equipment, shall be located at the rear of the dwelling or on the inside portion of corner Lots within the setback lines, but in no event closer to the front of the Lot than the rear line of the dwelling, unless an exception is granted in writing by the Association. No doghouse, playhouse or similar structure shall be constructed on any part of a Lot in front of the rear line of the residence thereon and all such structures and their locations must, prior to construction, be approved in writing by the Association.

3.13 Recreational Areas. Any swimming pool, tennis, raquetball, handball, basketball, badminton or similar courts or recreation areas to be constructed on any Lot shall be subject to the requirements of the Association which include, but are not limited to, the following:

A. Composition to be of material thoroughly tested and accepted by the industry for such construction.

B. Such facility must be constructed on the same Lot as the residence of the Lot Owner and the location of such facility on such Lot must be first approved in writing by the Association.

C. Lighting shall be designed so as to buffer lighting from the surrounding residences to prevent same from constituting a nuisance.

#### Section 4      Use Restrictions

4.01 Application. All restrictions contained in this Section pertain to Lots, Multi-Family Parcels and the Units constructed thereon, except Section 4.14.

4.02 Residential. Each Lot and Unit constructed on a Multi-Family Parcel may be used for a residential dwelling for one (1) family only and for no other purpose. No business or commercial building may be erected on any Lot and no business or commercial activity, or any advertising thereof, may be conducted on any part thereof.

4.03 Nuisance. No nuisance shall be permitted to exist or operate on any Lot, Multi-Family Parcel, or any Unit constructed on a Multi-Family Parcel to the detriment or continued annoyance of any Lot Owner or Unit Owner in the vicinity of such nuisance.

4.04 Trash/Clotheslines. No Lot or Multi-Family Parcel shall be used as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste must be kept in sanitary containers and, except during days of pick up, shall be totally shielded from public view. Such enclosures must be constructed with the dwelling and be approved by Declarant. No exterior clotheslines will be permitted as to any Lot or Unit visible from any street.

4.05 Temporary Structures. No structures of a temporary character or tents, sheds, tanks, mobile homes, campers, barns, motorized vehicles, trailers, vans, shacks, or out-buildings shall be used on the Property as a residence, either temporarily or permanently, and such structures shall not be erected or per-

mitted to remain on the Property without the written consent of Declarant.

4.06 Motor Vehicles. All trucks and commercial vehicles shall be required to be parked in a garage and shall not be permitted to be parked or stored in any other place on any Lot or Multi-Family Parcel except during periods of approved construction on the Lot or Multi-Family Parcel. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick-up, delivery and other commercial services. No vehicle without a current valid license plate shall be permitted upon the Property. Vehicles which are missing one (1) or more wheels or which are not in an operating condition shall not remain upon any portion of the Property for more than two (2) consecutive days. No airplanes, helicopters, or gliders shall be permitted upon the Property. No major maintenance or repairs shall be performed upon any vehicle, boat or similar machine or portion thereof on any Lot or Multi-Family Parcel, except within an enclosed garage. No recreational vehicles, swamp buggies or airboats shall be parked overnight on any Lot or Multi-Family Parcel, except in an enclosed garage. Boats must be kept out of sight in side yards and not visible from the streets or kept in enclosed garages.

4.07 Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed on any Lot or Unit, except for a sign no larger than 576 square inches, or where the express prior written approval of the size, shape, content and location thereof has been obtained from the Association.

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

4.09 Utility Connections. Connections for all utilities to any Lot or Unit including, but not limited to, water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner as to be acceptable to the Declarant and the governing utility authority.

4.10 Air Conditioning Units and Antennae.

A. No window air conditioning units shall be permitted to be installed in or extend from the front or sides of a single-family dwelling or Unit without the consent of the Association.

B. Except as provided in this paragraph, no aerial, windmill, antennae or parabolic dishes shall be placed or erected upon any Lot, Multi-Family Parcel or Unit or fixed in any manner to the exterior of any single-family dwelling or Multi-Family Building without the prior written approval of the Association. An owner of a dwelling may erect a standard residential television antenna attached to or supported by his dwelling if the antenna extends no more than eight (8') feet above the crown of the dwelling's roof.

4.11 Fuel Tanks and Storage. No fuel or gas storage tanks may be permitted on any Lot or Multi-Family Parcel. That notwithstanding, a Lot Owner or Unit Owner may keep and maintain a small heating, fuel or gas tank for gas barbeque, fireplaces, spa or pool heating in an area on a Lot or Unit specifically approved by the Association or by rules or regulations promulgated by the Association. Propane gas tanks shall be less than

250 pounds and other fuel tanks shall have a capacity of less than 100 gallons.

4.12 Illegal Use. No illegal use may be made of any Lot, Multi-Family Parcel or Unit or any part thereof. Each Lot, Multi-Family Parcel and Unit must comply with all laws, ordinances, rules, regulations, or other requirements of any governmental agency having jurisdiction thereof. Compliance shall be at the sole expense of a Lot Owner or Unit Owner.

4.13 Compliance. It is the responsibility of each Lot Owner or Unit Owner to insure that the members of the family of the Lot Owner or Unit Owner, his guests, tenants, invitees and employees abide by the covenants of this Declaration and all rules and regulations from time to time adopted by the Association or Multi-Family Association having jurisdiction over the Lot or Unit.

4.14 Subdivision. The Lot Owner of two (2) or more contiguous Lots may apply to Declarant for permission to use them as a site of a single dwelling. Upon receiving the written consent of Declarant, said contiguous Lots shall thereafter be treated as a single dwelling Lot except that said Lots shall continue to be treated as separate and distinct Lots for purposes of voting and assessment. Lot Owners qualifying under this Section shall not be required to comply with the side yard set backs except as to the outside Lot lines. No Lot shall be divided, subdivided or reduced in size without the prior written approval of Declarant and unless the divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot in accordance herewith, the obligation for Declarant expenses attributable to the divided or subdivided Lot shall be and become proportionately attributable and chargeable to the contiguous Lot and the Lot Owner thereof. In the event of such division or subdivision of any Lot the voting rights of the divided or subdivided Lot shall be proportionately attributable to the contiguous Lot to and with which portions of the divided or subdivided Lot become consolidated. Any provision of this Section to the contrary notwithstanding, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one full platted Lot.

#### Section 5 - Exterior Maintenance

5.01 Lots. Each Lot Owner shall be responsible for keeping the exterior of his residential home, and all other improvements situated on his Lot in a clean, sanitary, safe and orderly condition. Each Lot Owner shall be responsible for the maintenance, replacement or repair of all doors, windows, screens, roofs and other portions of his property and to keep the paint on the exterior walls and roof in a reasonably good state of repair. If any Lot Owner breaches this covenant and the Association fails to enforce this covenant against the Lot Owner, any Multi-Family Association may, on behalf of its members, enforce this covenant under the provisions of Section 10 below.

5.02 Parcels. Each Multi-Family Association shall cause each Unit and all other improvements related thereto under its jurisdiction to be kept in a clean, sanitary, safe and orderly condition. Each Multi-Family Association shall have the responsibility of, or provide for, the maintenance, replacement and repair of all doors, windows, screens, roof and other portions of the improvements of the Unit under the declaration of covenants governing the maintenance of Units. If a Unit Owner under the applicable declaration of covenants is required to maintain his Unit in accordance with this covenant and fails to do so, then the Association may enforce this covenant against the Multi-Family Association having jurisdiction over any Unit and said Unit Owner under the provisions of Section 10.

5.03 Lawn Maintenance. No underbrush and/or other unsightly growth shall be permitted to grow upon any Lot and no refuse or unsightly objects shall be allowed to remain there n. The lawns and grounds on each Lot shall be maintained by the Lot Owner in a neat and attractive manner including, without limitation, having grass, weeds, undergrowth and other vegetation cut no less than once a month, and the shrubbery and trees located on the Lot trimmed periodically in accordance with good husbandry practices, including the removal of any dead trees, shrubs or plants. If any Lot Owner shall fail or decline to keep his Lot free of underbrush, refuse and/or other unsightly objects then the Association, after providing the Lot Owner with seven (7) days written notice thereof, may enter upon said Lot and remove the refuse or otherwise cure the Lot Owner's default of his obligations hereunder. Such entry by the Association shall not be deemed a trespass and the Lot Owner shall be assessed the cost incurred by the Association in curing said default with such assessment constituting a lien upon the Lot as provided for in Section 9.08 below. If the Association fails to enforce this covenant against any Lot Owner who has breached the covenant, then any Multi-Family Association may, on behalf of its members, enforce this covenant against such Lot Owner.

5.04 Parcel Grounds. No underbrush and/or other unsightly growth shall be permitted to grow on any Multi-Family Parcel, nor shall refuse or unsightly objects be permitted to remain thereon. Each Multi-Family Association shall cause the grounds and lawns on each Multi-Family Parcel to be maintained by it or by the Unit Owners in a neat and attractive manner including, without limitation, having grass, weeds, undergrowth and other vegetation cut no less than once a month, and the shrubbery and trees located on the Lot trimmed periodically in accordance with good husbandry practices, including the removal of any dead trees, shrubs or plants. If such Multi-Family Association or its Unit Owners shall breach this covenant and continue to breach this covenant after written demand by the Association for compliance therewith, then the Association may enforce this covenant against any such Multi-Family Association and/or its Unit Owners in accordance with the provisions of Section 10 below.

## Section 6 Common Easements

6.01 Entranceways. Declarant reserves an easement for the construction, location, access, maintenance and repair of entranceway features which are constructed on the southeast corner of Lot 10 and the northeast corner of Lot 9 (the "Lot Entranceway Feature"), the southwest corner of Parcel "C" and the southeast corner of Parcel "A" (the "Parcel Entranceway Feature").

6.02 Maintenance. The easement for the Lot Entranceway Feature shall inure to the benefit of the Association, who shall have the responsibility for the maintenance and repair of the Entranceway Feature. The cost thereof shall be a common expense of the Association. The easement for the Parcel Entranceway Feature shall inure to the benefit of the Multi-Family Associations having jurisdiction over Parcel "C" and Parcel "A," respectively. The cost of maintaining and repairing the Parcel Entranceway Feature shall be a common expense of those Multi-Family Associations. The expense of such maintenance and repair shall be assessed equally to all Units in the Multi-Family Parcels. The Multi-Family Associations not responsible for the maintenance of the Parcel Entranceway Feature, however, shall reimburse the Multi-Family Associations having the responsibility of such maintenance for their respective share of the cost of such maintenance based on the above allocation, which cost shall be paid by the non-responsible association to the responsible association upon presentation of a bill therefor.

6.03 Wall Easement. Declarant hereby reserves a five (5) foot easement for the construction, repair and access of a privacy wall, which easement shall be adjacent to and parallel to the utility easement located on the east side of Lots 1 through 17 and the east and south side of Parcel "C," or at the discretion of Declarant the wall may be constructed in the utility easement. The easement for the privacy wall shall inure to the benefit of the Association and the Association shall maintain the privacy wall on Lots 1 through 17 in a state of good repair. The privacy wall easement on Parcel "C" shall inure to the benefit of the Multi-Family Association having jurisdiction over the portion of Parcel "C" in which the easement is located. That Multi-Family Association shall have the responsibility of maintaining the privacy wall on Parcel "C" in a state of good repair. The cost of the maintenance of the privacy wall by the aforesaid Association shall be a common expense assessed to the members of such Associations.

6.04 Further Easements. With respect to any Lot which has its rear or side lot line contiguous with the perimeter of boundary of the plat and which perimeter boundary does not border on a dedicated public right-of-way in existence at the time of recordation of this Declaration, then no portion of such Lot may be used, conveyed or dedicated for an easement of any type or for roadway purposes of ingress and egress serving any parcel of property situated outside of the boundaries of the Plat lying contiguous to a perimeter boundary of the Plat. Declarant may waive this restriction by placing a written release of this restriction in recordable form in the Public Records of Broward County, Florida.

#### Section 7 Lake Parcels and Park Parcel

7.01 Ownership. The Lake Parcels are to be owned by the Drainage District, which parcels are part of a drainage system serving the Property and adjoining property owned by Declarant.

7.02 Lakefronts. No lakefront Lots shall be increased in size by filling in all or any portion of the lake or water on which it abuts or decreased in size by dredging. No dishwasher, septic tank, grease trap or washing machine shall be allowed to drain into any lake or body of water. The shore line contours of any Parcel or Lots abutting a lake may not be changed without the written approval of the association having jurisdiction over the Multi-Family Parcel or waterfront Lot, as the case may be, and the Drainage District. Any Lot Owner or Unit Owner may use the Lake for the purposes of propelling small boats of not more than eighteen (18') feet in length by sail, oar, or electric motor. Under no condition shall any Lot Owner, Multi-Family Parcel Owner or Unit Owner use the Lake for any other purpose except as permitted by rules and regulations governing the use and enjoyment of the Lake Parcels adopted by the Drainage District. No boat docks, bulkhead, moorings, pilings or permanently moored rafts shall be constructed on any lake or body of water adjacent to any Multi-Family Parcel or Lot unless permitted by the Drainage District rules and approved by the Association having jurisdiction over the appropriate lakefront Multi-Family Parcel or lakefront Lot.

7.03 Maintenance. The Drainage Easements inure to the benefit of the Drainage District and its successors for the maintenance, repair and replacement of the drainage system and facilities lying within the boundary of the Property. No structure, planting or other material shall be placed or permitted to remain within the Drainage Easement which may interfere with the installation and maintenance of the Drainage Easement or which may change the direction or flow of drainage channels in the drainage easements or which may obstruct or retard the flow of water through drainage channels in the Drainage Easement or which may change the contour of the Drainage Easement located in the rights-of-way or easements. The easement area on each Lot shall be mowed periodically by the Lot Owner.

7.04 Park Parcel. The Park Parcel is a Park dedicated to public use. Neither Declarant, the Association, Multi-Family Association, Lot Owner or Unit Owner shall have any responsibility for the maintenance of the Park Parcel, except any of the foregoing persons or entities who voluntarily enter into an agreement with Broward County to maintain the Park Parcel.

## Section 8      The Association

8.01 The Association. The Association is a corporation not-for-profit incorporated under the laws of the State of Florida, and charged with the duties and empowered with the rights set forth herein. The affairs of the Association shall be governed by its Articles of Incorporation and its Bylaws.

8.02 Membership. The Association shall have two (2) classes of membership:

A. Class A Membership. Each Owner, including the Declarant, shall automatically be a Class A Member of the Association. Such Class A Membership is appurtenant to the ownership of each Lot and shall not be separable from the ownership of the Lot and shall be deemed to have been conveyed with the conveyance of each Lot, whether or not such Membership is expressly referred to in the instrument effecting such conveyance.

B. Class B Membership. Declarant is the sole Class B Member of the Association, provided that said Class B Membership shall cease and terminate upon the earlier of: (a) the delivery by Declarant to the Association of written notice that Declarant irrevocably terminates and cancels its Class B Membership; or (b) the date of the termination of the Development Period.

8.03 Voting. Voting by Members in the affairs of the Association shall be as follows:

A. Number of Votes.

(1) Each Class A Member shall be entitled to one (1) vote for each Lot owned.

(2) The Class B Member shall be entitled to a number of votes equal to the sum of: (i) the total number of votes possessed by the Class A Members at the time of any particular vote by the membership; plus (ii) one (1) additional vote.

B. No Cumulative Voting. There shall be no cumulative voting on any vote by the Members of the Association.

8.04 Duties and Power of the Association. Except as provided for in Paragraph B. of Section 8.02 above, the Association shall have powers and duties which shall include the following:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, under the laws of the State of Florida.

B. The Association shall have all the powers and duties reasonably necessary to perform all the acts required to be performed under the Declaration including but not limited to the following:

(1) To make and collect assessments against Lot Owners to defray the cost and expenses in carrying out the duties to be performed by the Association under the Declaration.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) To maintain, repair, replace and make additions to the Common Easements.

(4) To purchase insurance insuring the improvements of the Common Easements, liability insurance for the protection of the Association and its Members, policies of insurance for directors and officers insuring them against personal liability arising out of the performance of their duties, and such other insurance as may be deemed necessary in the opinion of the Board of Directors of the Association.

(5) To take all necessary action to properly enforce the provisions of the Declaration and to commence and maintain actions to restrain and enjoin any breach or threatened breach of any provisions of the Declaration.

(6) To employ personnel to perform the services required to carry out the duties of the Association.

C. No power stated above shall be exercised by the Association to allow its net earning to inure to the benefit of any Member or Owner as such limitation is now and hereafter interpreted under Internal Revenue Code Section 528 and the Regulations promulgated thereunder.

D. All funds and the title to all properties acquired by the Association and the proceeds received by the Association shall be held in trust for the members in accordance with the provisions of the Declaration, the Articles of Incorporation and the Bylaws. Upon the dissolution of the Corporation all such property shall be distributed to the Lot Owners as tenants-in-common.

## Section 9 Assessments

9.01 Liens. Each Lot Owner, by accepting a deed to any lot in the Property from Declarant, whether or not it shall be so expressed in such deed, agrees to pay to the Association an annual assessment for reasonable charges incurred in connection with the enforcement of any of the terms and conditions hereof and assessments for the costs of exterior maintenance as described in Section 5 and other features to protect health, safety and welfare of the owners. The Association may impose a lien on each Lot for any unpaid assessments with respect to that Lot together with interest, costs and reasonable attorneys' fees. The lien is effective from and after recording a Claim of Lien in the Public Records of Broward County, Florida stating the description of the Lot or Lots, the name of the record Lot Owner, the amount due and the due dates of the unpaid assessments. The lien is in effect until all sums secured by it have been fully paid. The Claim of Lien includes only assessments which are due when the Claim is recorded and must be signed and acknowledged by an officer or authorized agent of the Association and shall include a statement that a copy of the Claim of Lien has been forwarded by certified mail, return receipt requested to the Lot Owner.

9.02 Purpose. The assessments levied by the Association shall be ~~used~~ exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents and Lot Owners of the Property and for the improvement and maintenance of the Common Easements.

9.03 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots in the Property. Exterior maintenance assessments as provided in Section 5 hereof and assessments for charges incurred in connec-

tion with the enforcement of any of the terms and conditions hereof, may be assessed against one or more Lots as determined by the Association.

9.04 Due Date of Assessments. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable, in advance, in monthly, quarterly, semi-annual or annual installments, as determined by the Association.

9.05 Amount and Basis of Annual Assessment. Not less than thirty (30) days prior to the commencement of each fiscal year the directors of the Association shall estimate the costs and expenses, including a reasonable provision for contingencies and for a reserve for capital replacements, to be incurred by the Association during such fiscal year in the performance of the duties of and exercise of the powers of the Association. This amount shall then be divided by the total number of Lots within the Property to determine the assessment due with respect to each Lot. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. During the calendar year 1986 the total annual assessment with respect to any Lot shall not exceed Sixty (\$60.00) Dollars per Lot.

9.06 Additional Assessments. If the annual assessment estimated at the commencement of any fiscal year shall, for any reason, prove to be insufficient to cover the actual expenses incurred by the Association during such fiscal year the Association shall, at any time it deems necessary and proper, levy an additional assessment against the Lot Owners. Each Lot Owner shall pay a share of such additional assessment determined in accordance with subparagraph A. above, as if the additional assessment were an annual assessment.

9.07 Certificate. The Association shall, upon demand, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments with respect to that Owner's Lot have been paid, and, if not paid, the amount due. Such certificate shall be conclusive evidence of payment of assessments therein stated to have been paid.

9.08 Effect of Non-Payment of Assessments. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest from the due date at the maximum rate permitted by law and the costs of collection thereof, become a lien on the Lot or Lots against which such assessment is made upon recording a claim of lien, which shall bind such Lot or Lots in the hands of the Lot Owner, his heirs, devisees, personal representatives, and assigns. If any assessment remains delinquent for thirty (30) days after recording a claim of lien, the Association may, at any time thereafter, bring an action to foreclose the lien against the Lots or Lots in like manner as a foreclosure of a mortgage on real property, for all delinquent assessments assessed against such Lot or Lots, together with the costs, expenses and reasonable attorneys' fees, for bringing such action and any appeal thereof or post judgment proceedings with respect thereto.

9.09 Subordination of the Lien to Mortgages. The lien of the assessments provided in this Section and any other Section in this Declaration is subordinate to the lien of any first mortgage to an Institutional Lender which now encumbers or at any time hereafter encumbers any Lot or Lots. Such subordination shall apply only to the assessments which have become due and payable prior to the date of a Certificate of Title issued pursuant to a sale ordered by a decree of foreclosure, or prior to the date of a transfer in lieu of foreclosure. No such sale or transfer shall relieve any Lot from liability for any fees, dues, charges or assessments thereafter becoming due, or from the lien of any subsequent assessments.

9.10 Exempt Property. Declarant and the Association shall have the right but not the obligation to exempt any property subject to this Declaration from the assessments, charge and lien created herein, provided that such exempt property is used, and so long as it is used for any easement or other interest dedicated for community use and accepted by the Association, or dedicated for public use and accepted by the appropriate governmental authority.

#### Section 10      Enforcement

10.01 Benefit. Each Lot Owner, or Unit Owner of a Multi-Family Parcel, or Parcel Owner, their successors and assigns, by acceptance of a deed to such property shall be bound to each and every covenant, condition, easement, restriction, charge and lien recited herein, whether or not it shall be so expressed in the deed.

10.02 Enforcement. Notwithstanding anything to the contrary stated in this Declaration, Declarant shall have the right during the Development Period to enforce the terms of this Declaration. If any person or association shall violate or attempt to violate any covenant contained herein, any Lot Owner, Unit Owner, or the Association or any Multi-Family Association acting on behalf of its Members, shall first send by certified mail, return receipt requested, to any person and/or association who may be violating this Declaration a letter setting forth the violation and stating the steps to be taken to cure the violation. If any such person or association should fail to cure the alleged violation set forth in the above letter within thirty (30) days after the receipt thereof by the recipient then the complaining Owner or Association may bring a suit at law or at equity against such person violating the covenants of this Declaration to prevent or abate any violation of the covenants of this Declaration or to recover damages for the violation of same. In any such proceedings, the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees. Violation of any restrictions shall give the Association or the Multi-Family Association having jurisdiction over any Lot or Multi-Family Parcel the right to enter upon any Lot or any Unit over which it has jurisdiction and as to which the violation exists, or similarly to abate and remove, at the expense of the Lot Owner or Unit Owner, as the case may be, any construction, thing or condition which may be contrary to the provisions hereof. Failure of any association or any owner to object to any violation or to enforce any restriction contained herein shall not be deemed to be a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

#### Section 11      Duration and Amendments

11.01 Duration. The covenants and restrictions of this Declaration shall run with and bind each Lot and shall inure to the benefit of and be enforceable by the Association, any Multi-Family Association, or any Lot Owner or Unit Owner, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of this Declaration. Thereafter this Declaration shall automatically be extended for successive periods of ten (10) years unless an instrument is placed of record containing certified resolutions of the Association and each Multi-Family Association certifying that two-thirds (2/3rds) of the members of each Association have voted to terminate this Declaration. Invalidity of any part of the restrictions herein contained shall not invalidate the remaining restrictions which shall remain in full force and effect.

11.02 Amendments. This Declaration may be amended as follows:

A. During the Development Period, Declarant reserves the right to amend this Declaration without the consent of Lot Owners, Unit Owners or Multi-Family Parcel owners. Such amendments may be made by Declarant without the consent of Institutional Lenders, if such amendments do not amend Sections 9.03, 9.05 or 9.09 of this Declaration. Such amendment shall be effective when the amendment is signed by Declarant and a signed copy thereof recorded in the Public Records of Broward County, Florida.

B. After the termination of the Development Period, the Association may amend Sections 3.04 through 3.13 and Sections 8 and 9 of the Declaration without the joinder of any Institutional Lender if such amendments do not amend Sections of this Declaration specified in Paragraph A. The proposed amendment shall be sent to each Lot Owner by the Association in accordance with its Bylaws, considered at a Member's meeting duly called in accordance with the Bylaws and approved by not less than fifty-one (51%) percent of all of the Members of the Association at such duly called meeting. An amendment of this Declaration as to the above Sections by the Association shall be effective when a written instrument is filed in the Public Records of Broward County, Florida. Such written instrument shall contain the amendment, and a certificate signed by the President and Secretary of the Association certifying that fifty-one (51%) percent of the Members of the Association approved the amendment at a duly called meeting. Such amendment shall become effective when the properly executed amendment and certificate are recorded in the Public Records of Broward County, Florida.

C. Except for the Sections described in Paragraph B. above, all other Sections of the Declaration may be amended without joinder of an Institutional Lender, provided that Section 9.09 of the Declaration is not amended as provided for in this Paragraph C. The proposed amendment shall be sent to each Lot Owner and Unit Owner in accordance with the provision of the respective Bylaws of the Association and each Multi-Family Association, considered by the Members of each of those Associations at a meeting duly called in accordance with the Bylaws of those Associations, and approved by not less than sixty-six and two-thirds (66-2/3%) percent of the total Membership of each of those Associations. Such amendment shall become effective when the properly executed amendment and certificate by the President and Secretary of each of those Associations certifying that sixty-six and two-thirds (66-2/3%) percent of the total Membership of each Association approved the amendment at a meeting duly called in accordance with the respective Bylaws of each of those Associations are recorded in the Public Records of Broward County, Florida.

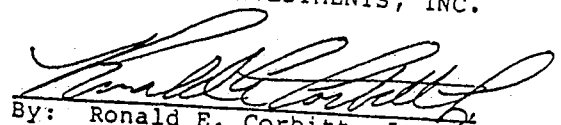
## Section 12 Severability

12.01 Invalidation of any one of the provisions, covenants or restrictions by judgment or court order shall in no way affect any other covenant, restriction or provision of this Declaration and same shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the 14 day of NOVEMBER, 1985.

Signed, sealed and delivered  
in the presence of:

IVANHOE LAND INVESTMENTS, INC.

By:   
Ronald E. Corbitt, Jr.  
Vice President

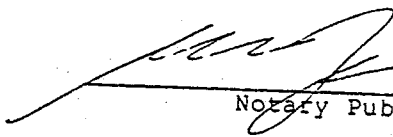
[Corporate Seal]

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STATE OF FLORIDA

COUNTY OF BROWARD

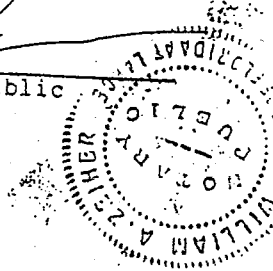
I, WILLIAM A. ZIEGLER, a Notary Public in and for the jurisdiction aforesaid, hereby certify that RONALD E. CORBITT, JR., Vice President of IVANHOE LAND INVESTMENTS, INC., whose name is signed to the above document, has this day acknowledged the same before me in my jurisdiction aforesaid. Given under my hand and seal this 15 day of NOVEMBER, 1985.

  
Notary Public

My Commission Expires:

(DC2:11-116)

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 25, 1988  
CHANGED UNDER GENERAL LKS. UED.



RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
E. T. JOHNSON  
COUNTY ADMINISTRATOR

OFF 12972 PAGE 412  
REC 12972 PAGE 412

**IVANHOE-WATERFORD  
HOMEOWNER'S ASSOCIATION, INC.**

P.O. BOX 291494, DAVIE, FLORIDA 33329

FENCE REQUIREMENTS FOR APPROVAL

**PRESIDENT**  
Peter Graves  
434 5544

All construction must be to Davie Code and approval by the Board of Directors does not in any manner eliminate the need for a building permit from the Town of Davie.

**VICE PRESIDENT**  
Harvey Abraham  
434 9011

If the fence you are applying for approval of meets the following guidelines, then just sign this form and return it to us. If it is found that you have violated any of the tenents of this agreement, you will not only be responsible for the removal of the portion of the fence in question, but for any legal fees connected with the removal of same.

**BOARD MEMBERS**  
Kathy Lamard  
434 8089  
Pete LaMoia  
434 7016  
Mike Corbin  
434 1998

1. Fence shall not interfere with drainage, maintainence, or utility easements.

**TREASURER**  
Monica Bedson  
437 3453

2. Fence shall be of standard wood or chain-link construction, or combination thereof.

**SECRETARY**  
Charlotte Abraham  
434 9011

3. No fence shall be erected closer to the front of the lot, than the front of the dwelling.

**ASSISTANT  
SECRETARY**  
Jackie Martin  
434 5473

4. On waterfront lots, no fencing other than chain-link, will be allowed within twenty-five (25) feet of the waterline.

5. Fence must be maintained in good repair at all times.

6. No fence shall be constructed in such a way as to interfere with sight lines of moving traffic on any corner lot. (Refer to I.W.H.A. Covenants Section 3.11 B for further details.)

7. Fence height not to exceed six (6) feet.

If you meet all of these requirements, please sign this form and return to one of the Board of Directors for immediate approval or send by mail to: I.W.H.A., P.O.Box 291494, Davie, FL 33329.

-----  
NOTE: If your request does not meet ALL of these requirements, then a complete set of plans and descriptions must be submitted for approval.  
-----

I hereby agree to all of the above  
tenents.

I.W.H.A ,Board of Directors approval:

\_\_\_\_\_  
(print name of applicant)

\_\_\_\_\_  
(date of approval)

\_\_\_\_\_  
(address & lot #)

\_\_\_\_\_  
(print name of I.W.H.A. director)  
I.W.H.A.

\_\_\_\_\_  
(signature of applicant)

\_\_\_\_\_  
(I.W.H.A. authorizing signature)

# IVANHOE-WATERFORD HOMEOWNER'S ASSOCIATION, INC.

P.O. BOX 291494, DAVIE, FLORIDA 33329

## L.P. GAS TANK REQUIREMENTS FOR APPROVAL

PRESIDENT  
Peter Graves  
434 5544

All construction must be to Davie Code and approval by the Board of Directors does not in any manner eliminate the need for a building permit from the Town of Davie.

VICE PRESIDENT  
Harvey Abraham  
434 9011

If the L.P. gas tank you are applying for approval of meets the following guidelines, then just sign this form and return it to us. If it is found that you have violated any of the tenets of this agreement, you will not only be responsible for the removal of the tank in question, but for any legal fees connected with the removal of same.

BOARD MEMBERS  
Kathy Larnard  
434 8089  
Pete LaMoia  
434 7016  
Mike Corbin  
434 1998

1. L.P. gas tank shall be no larger than 120 gallon tank, and shall be filled with less than 100 gallons.

TREASURER  
Monica Bedson  
437 3453

2. L.P. gas tank not to be installed in front of the front line of the dwelling.

SECRETARY  
Charlotte Abraham  
434 9011

3. L.P. gas tank to be landscaped in such a manner as to not be visible by any other homeowner.

ASSISTANT  
SECRETARY  
Jackie Martin  
434 5473

4. L.P. gas tanks for use with pool, spa or barbecue only.

If you meet all of these requirements, please sign this form and return to one of the Board of Directors for immediate approval or send by mail to: I.W.H.A., P.O.Box 291494, Davie, FL 33329.

-----  
NOTE: If your request does not meet ALL of these requirements, then a complete set of plans and descriptions must be submitted for approval.  
-----

I hereby agree to all of the above  
tenents.

I.W.H.A., Board of Directors approval

\_\_\_\_\_  
(print name of applicant)

\_\_\_\_\_  
(date of approval)

\_\_\_\_\_  
(address & lot #)

\_\_\_\_\_  
(print name of I.W.H.A. director)

\_\_\_\_\_  
(signature of applicant)

\_\_\_\_\_  
(I.W.H.A. authorizing signature)

I.W.H.A.

**IVANHOE-WATERFORD  
HOMEOWNER'S ASSOCIATION, INC.**

P.O. BOX 291494, DAVIE, FLORIDA 33329

PLAY STRUCTURE REQUIREMENTS FOR APPROVAL

**PRESIDENT**  
Peter Graves  
434 5544

All construction must be to Davie Code and approval by the Board of Directors does not in any manner eliminate the need for a building permit from the Town of Davie.

**VICEPRESIDENT**  
Harvey Abraham  
434 9011

If the play structure you are applying for approval of meets the following guidelines, then just sign this form and return it to us. If it is found that you have violated any of the tenents of this agreement, you will not only be responsible for the removal of the play structure in question, but for any legal fees connected with the removal of same.

**BOARD MEMBERS**  
Kathy Larnard  
434 8089  
Pete LaMoia  
434 7016  
Mike Corbin  
434 1998

1. Basketball backboard, swing set, tree house and other like play structures to be erected to the rear of the rear line of the dwelling.
2. No swing set, tree house, or play structure to be higher than 8 feet. Basketball backboards no higher than necessary for net to be 10 feet above ground.

**TREASURER**  
Monica Bedson  
437 3453

**SECRETARY**  
Charlotte Abraham  
434 9011

If you meet all of these requirements, please sign this form and return to one of the Board of Directors for immediate approval or send by mail to: I.W.H.A., P.O.Box 291494, Davie, FL 33329.

**ASSISTANT  
SECRETARY**  
Jackie Martin  
434 5473

NOTE: If your request does not meet ALL of these requirements, then a complete set of plans and descriptions must be submitted for approval.

I hereby agree to all of the above  
tenents.

I.W.H.A., Board of Directors approval

\_\_\_\_\_  
(print name of applicant)

\_\_\_\_\_  
(date of approval)

\_\_\_\_\_  
(address & lot #)

\_\_\_\_\_  
(print name of I.W.H.A. director)

\_\_\_\_\_  
(signature of applicant)

\_\_\_\_\_  
(I.W.H.A. authorizing signature)

**IVANHOE-WATERFORD  
HOMEOWNER'S ASSOCIATION, INC.**

P.O. BOX 291494, DAVIE, FLORIDA 33329

RESIDENTIAL TV ANTENNAE REQUIREMENTS FOR APPROVAL

**PRESIDENT**  
Peter Graves  
434 5544

All construction must be to Davie Code and approval by the Board of Directors does not in any manner eliminate the need for a building permit from the Town of Davie.

**VICE PRESIDENT**  
Harvey Abraham  
434 9011

If the tv antenna you are applying for approval of meets the following guidelines, then just sign this form and return it to us. If it is found that you have violated any of the tenents of this agreement, you will not only be responsible for the removal of the anteenaa in question, but for any legal fees connected with the removal of same.

**BOARD MEMBERS**  
Kathy Larnard  
434 8089  
Pete LaMoia  
434 7016  
Mike Corbin  
434 1998

1. Must be a standard residential television antenna.
2. Must be attached to or supported by the dwelling and cannot extend more than eight (8) feet above the crown of the dwellings roof.

**TREASURER**  
Monica Bedson  
437 3453

If you meet all of these requirements, please sign this form and return to one of the Board of Directors for immediate approval or send by mail to: I.W.H.A., P.O.Box 291494, Davie, FL 33329.

**SECRETARY**  
Charlotte Abraham  
434 9011

NOTE: If your request does not meet ALL of these requirements, then a complete set of plans and descriptions must be submitted for approval.

**ASSISTANT  
SECRETARY**  
Jackie Martin  
434 5473

I hereby agree to all of the above tenents.

I.W.H.A., Board of Directors approval

\_\_\_\_\_  
(print name of applicant)

\_\_\_\_\_  
(date of approval)

\_\_\_\_\_  
(address & lot #)

\_\_\_\_\_  
(print name of I.W.H.A. director)

\_\_\_\_\_  
(signature of applicant)

\_\_\_\_\_  
(I.W.H.A. authorizing signature)

I.W.H.A.

# IVANHOE-WATERFORD HOMEOWNER'S ASSOCIATION, INC.

P.O. BOX 291494, DAVIE, FLORIDA 33329

## WINDOW AIR CONDITIONING REQUIREMENTS FOR APPROVAL

PRESIDENT  
Peter Graves  
434 5544

All construction must be to Davie Code and approval by the Board of Directors does not in any manner eliminate the need for a building permit from the Town of Davie.

VICE PRESIDENT  
Harvey Abraham  
434 9011

If the window air conditioner you are applying for approval of meets the following guidelines, then just sign this form and return it to us. If it is found that you have violated any of the tenets of this agreement, you will not only be responsible for the removal of the air conditioner in question, but for any legal fees connected with the removal of same.

BOARD MEMBERS  
Kathy Larnard  
434 8089  
Pete LaMoia  
434 7016  
Mike Corbin  
434 1998

1. Window air conditioner installed on rear wall of dwelling.

TREASURER  
Monica Bedson  
437 3453

If you meet all of these requirements, please sign this form and return to one of the Board of Directors for immediate approval or send by mail to: I.W.H.A., P.O. Box 291494, Davie, FL 33329.

SECRETARY  
Charlotte Abraham  
434 9011

NOTE: If your request does not meet ALL of these requirements, then a complete set of plans and descriptions must be submitted for approval.

ASSISTANT  
SECRETARY  
Jackie Martin  
434 5473

I hereby agree to all of the above  
tenents.

I.W.H.A., Board of Directors approval

\_\_\_\_\_  
(print name of applicant)

\_\_\_\_\_  
(date of approval)

\_\_\_\_\_  
(address & lot #)

\_\_\_\_\_  
(print name of I.W.H.A. director)

\_\_\_\_\_  
(signature of applicant)

\_\_\_\_\_  
(I.W.H.A. authorizing signature)

I.W.H.A.

BYLAWS

OF

IVANHOE-WATERFORD HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

PURPOSE AND POWERS

A. ARTICLES OF INCORPORATION. These are the Bylaws of IVANHOE-WATERFORD HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit, organized under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State.

B. PURPOSE AND POWERS. The Corporation has been organized for the purpose stated in the Articles of Incorporation and shall have and exercise all of the powers described in the Articles of Incorporation.

ARTICLE II

DEFINITIONS

As used herein, the word "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Covenants of Waterford filed in Official Records of Broward County, Florida. All other words as used herein shall have the same definitions as attributed to them in the Declaration and the Articles of Incorporation.

ARTICLE III

MEMBERSHIP AND VOTING

A. CLASSES. The Association shall have two (2) classes of Members:

(1) Class A Membership. Class A Members shall be those record Owners of fee simple title to a Lot who received such title from Declarant or who obtained fee simple title from another Owner with the written prior approval of the Association obtained prior to the recording of the deed to his Lot.

(2) Class B Membership. Class B Members shall be the Declarant. The Class B Membership of the Declarant shall cease and be converted to Class A Membership upon the earlier of:

a. The date of the termination of the Development Period; or

b. The date that Declarant delivers to the Association written notice, in recordable form, that the Declarant irrevocably terminates and cancels its Class B Membership.

B. VOTES. Class A Members shall be entitled to one (1) vote for each Lot owned by such Member. Until Class B Membership terminates, the Class B Members shall be entitled to cast two (2) votes for each vote of a Class A Member of the Association. Therefore, the term "votes entitled to be cast" as used herein, shall mean the total number of Class A votes which Class A Members are entitled to cast, plus a sum equal to twice the Class A votes.

C. PROXIES. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the Secretary prior to the appointed time of the meeting, or any adjournment thereof. A proxy shall be valid for the period of time stated in the proxy or, if none is stated, until the proxy is revoked by the person giving the proxy. Where a Lot is owned jointly by husband and wife, and if they have not designated one of them as the voting member, a proxy must be signed by both husband and wife where a third person is designated.

D. DESIGNATION OF VOTING MEMBER.

(1) If a Lot is owned by one person, his right to vote shall be established by the recorded title to the Lot. If a Lot is owned by more than one (1) person, who are not husband or wife, the person entitled to cast the vote for the Lot shall be designated in a Certificate, signed by all of the record title Owners of the Lot and filed with the Secretary of the Association. Where a Lot is owned jointly by husband and wife, the following provisions shall be applicable to the casting of the vote for the Lot by such owner:

(a) They may, but they shall not be required to designate a "voting member".

(b) If they do not designate a "voting member", and if both are present at a meeting and unable to concur in their decision upon any subject requiring a vote, they shall lose the right to vote on that subject at that meeting.

(c) Where they do not designate a "voting member", and only one (1) is present at a meeting, the person present may cast only the Lot vote, just as though he or she owned the Lot individually, and without establishing the concurrence of the absent spouse.

(2) If a Lot is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the Lot for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary, and filed with the Secretary of the Association. If a title to a Lot is held in a partnership name, the person entitled to cast the vote for the Lot shall be designated in a Certificate signed by all of the General Partners of such partnership, who shall state under oath in such Certificate, that the signing partners constitute all of the General Partners of such partnership and have the right to sign such Affidavit.

(3) A person designated in a Certificate required to be filed hereunder and who is entitled to cast the vote for a Lot shall be known as the "voting member". Such Certificate so filed shall be valid until revoked by the Owner or Owners of the Lot, or until superceded by a subsequently filed Certificate, or until there is a change in the fee simple title ownership of the Lot.

(4) If a Certificate is required to be filed hereunder with the Secretary and such Certificate is not filed, the vote of the Lot concerned shall not be counted in determining the requirement for a quorum, or for any other purpose requiring approval of a person entitled to cast the vote for the Lot, except where such Lot is owned by a husband and wife as provided for above.

E. TRANSFER OF OWNERSHIP. Transfer of the fee simple title to a Lot, from the Lot Owner to another, either voluntarily or by operation of law, shall terminate the Class A Lot Owner's Membership in the Association. The Class A Membership shall vest in the transferee of such Lot when the deed or other instrument vesting fee simple in the transferee is recorded in the Public Records of Broward County, Florida.

#### ARTICLE IV

##### MEMBERS MEETINGS

A. PLACE. All meetings of the Membership shall be held at the Office of the Association or at such other place and at such time as shall be designated by the Board of Directors and stated in the Notice of the meeting.

B. NOTICE. Written notice of all Member's meetings shall be given to each Lot Owner at least fourteen (14) days prior to said meeting. The notice of any meeting of the Members shall be

sent by U.S. mail to all Lot Owners who do not waive in writing the right to receive said notice. Such notice shall be sent to the Lot Owner at the address of such Owner's Lot.

C. ANNUAL MEETING. The annual meeting shall be held at a time designated by the Board of Directors, which meeting shall be held no later than the ninetieth (90th) day after the end of the Association's fiscal year, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day following, that is not a holiday. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

D. SPECIAL MEETING. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President or Vice President, and shall be called by the President, Vice President or Secretary, at the request, in writing, if a majority of the Board of Directors, or at the request, in writing, of voting members representing one-third (1/3) of the Members' total votes, entitled to be cast, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all such meetings shall be confined to the objects stated in the Notice thereof.

E. WAIVER AND CONSENT. Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and votes of Members may be dispensed with if the Members holding not less than three-fourths (3/4ths) of the votes entitled to be cast, shall consent in writing to such action being taken, however, notice of such action shall be given to all Members, unless all Members approve such action.

F. ADJOURNMENT. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

G. QUORUM. A quorum at Members' meetings shall consist of persons entitled to cast ten (10%) percent of the votes entitled to be cast by the entire Membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation or these Bylaws.

H. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

## ARTICLE V

### DIRECTORS

A. POWERS. The Association's Powers shall be exercised and the affairs of the Association shall be managed by a Board of Directors, consisting of not less than three (3) directors, nor more than five (5) directors.

B. INITIAL BOARD. The initial Board of Directors shall consist of three (3) members who were named in the Certificate of Incorporation of the Association. Such Board of Directors shall serve until their successors are elected in accordance with the provisions of subparagraph C. below. Until such election any vacancies occurring in the first Board of Directors shall be filled by the remaining members of the Board of Directors.

C. CLASS A DIRECTORS. Within thirty (30) days after the Class B Membership of the Declarant is terminated, the Board of Directors shall appoint a nominating committee as provided for in paragraph D. (2) below, which nominating committee shall nominate not less than three (3), nor more than five (5) directors, who shall be elected at a special meeting called for such purpose, to be held no later than sixty (60) days after the date of the termination of the Class B Membership of Declarant. Such directors so elected shall hold office until their successors are elected at the next ensuing annual meeting as provided for in subparagraph D. below.

D. ELECTION OF DIRECTORS. After the election of the directors, as provided for in subparagraph C. above, the election of the directors shall be conducted in the following manner:

(1) Election of directors shall be held at the annual Members' meeting.

(2) A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual Members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(3) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

E. VACANCIES. Except as to vacancies provided by removal of directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining directors.

F. TERM. The term of each Member of the Board of Directors to be elected commencing at the next annual meeting after the election of the Board of directors pursuant to subparagraph C. above shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein.

G. ORGANIZATIONAL MEETING. The organizational meeting of the Board of Directors elected pursuant to subparagraph C. above, shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

H. REGULAR MEETING. Regular meetings of the Board of Directors may be held at such time and place as determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

I. SPECIAL MEETINGS. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

J. WAIVER. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

K. QUORUM. A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, or these Bylaws.

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

M. APPROVAL OF MINUTES. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

N. PRESIDING OFFICER. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

## ARTICLE VI

### OFFICERS

A. EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

B. PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. VICE PRESIDENT. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep records of the Association, except those of the Treasurer, and shall perform all other

duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. TREASURER. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

## ARTICLE VII

### FINANCES AND ASSESSMENTS

A. FISCAL MANAGEMENT. The provisions for the fiscal management of the Association contained in Section 9., 10., 13., and 14. and the other Sections of the Declaration are hereby incorporated by reference and the Board of Directors acting on behalf of the Corporation are hereby empowered to carry out the provisions of the Declaration in accordance with the terms thereof.

B. ANNUAL STATEMENTS. The Board of Directors shall cause to have the Association's books and records reviewed each year by a certified public accountant and to have such certified public accountant prepare an annual balance sheet and operating statement for the Association for each fiscal year.

C. DEPOSITORY. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. In addition, the Board of Directors may invest the funds of the Association in government securities or certificates of deposits or savings accounts of banks and savings and loan associations from time to time designated by the Board of Directors. Withdrawal of monies from accounts shall be only by check signed by persons as authorized by the Board of Directors.

## ARTICLE VIII

### AMENDMENTS TO THE BYLAWS

These Bylaws may be amended as provided in the Articles of Incorporation.

The foregoing were adopted as the Bylaws of Waterford Homeowner's Association, Inc., a corporation not for profit under the laws of the State of Florida, adopted at the first meeting of the Board of Directors on the 14th day of September, 1985.

November,

William J. Willey  
, Secretary

(BL:A1-A9)

Ivanhoe Waterford  
Covenants' Checklist

- No external improvement of structure of any kind without the Homeowners Association approval. (3.01)

Address: \_\_\_\_\_

- Fences and walls shall be maintained at all times in good repair and condition. (3.11A)

Address: \_\_\_\_\_

- Basketball hoops, backboards and play structures shall be no closer than the rear line of the dwelling. ~~Portable basketball hoops are permitted in the driveway.~~ (3.12)

Address: \_\_\_\_\_

- All trash, garbage and other waste must be **totally** shielded from public view. No external clotheslines. (4.04)

Address: \_\_\_\_\_

**MOTOR VEHICLES (4.06)**

- Vehicles missing one or more wheels or not in operating condition shall not remain on the property for more than **2 days**.

Address: \_\_\_\_\_

- No major maintenance or repair shall be performed upon any vehicle, boat or similar machine except within an enclosed garage.

Address: \_\_\_\_\_

- No recreational vehicles, swamp buggies or airboats shall be parked overnight.

Address: \_\_\_\_\_

- Boats must be kept out of the side yard or not visible from the street.

Address: \_\_\_\_\_

- No window air conditioning units shall be installed without the consent of the Homeowners Association. (4.10B)

Address: \_\_\_\_\_

- No antennae or parabolic dishes shall be placed upon any Lot. An owner may erect a standard residential TV antenna no more than 8 feet above the crown of the dwelling's roof (4.10B)

Address: \_\_\_\_\_

- A small heating, fuel or gas tank for BBQ, fireplaces, spa or pool heating is permitted if approved by the Homeowners Association. (4.11)

Address: \_\_\_\_\_

Note: Number in the brackets ( ) refers to the specific section in the covenant.  
You can access the full explanation online at the web site:  
[Ivanhoe-waterford.com](http://Ivanhoe-waterford.com)