

REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

THIS REVIVED DECLARATION HAS BEEN PROPOSED BY AN ORGANIZING COMMITTEE CONSISTING OF THE BELOW LISTED OWNERS AND WAS APPROVED BY AM MAJORITY OF THE PARCEL OWNERS AT A DULY NOTICED MEETING HELD ON APRIL 25, 2026 AT 10:30 AM:

Jesus Fonte
3626 N.W. 111 Avenue
Sunrise, FL 33351
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THE DECLARATION OF COVENANTS AND RESTRICTIONS, BY-LAWS, AND ARTICLES OF INCORPORATION (hereinafter sometimes referred to as the "Declaration") FOR SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association") having been established by the Declaration of Covenants, Conditions and Restrictions, By-Laws and Articles of Incorporation recorded at Book 10815 Page 1 et. seq. of the Official Records of Broward County, Florida, are hereby revived in accordance with the applicable provisions of the Sections 720.403-407, Florida Statutes.

Pursuant to Section 720.405(2), Florida Statutes, the parcels that are subject to the revived Declaration and their current owners or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners are as follows:

1. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM AT NW COR PAR 3-C, ELY 330, SELY 294.10, SWLY 154 TO POB, SELY 24.33, SWLY 90, NWLY 24.33, NELLY 90 TO POB AKA: LOT 7, BLK X SOUTHPOINTE AT WELLEBY

Owner: Michael J. Timmes

AKA- 11136 N.W. 37 Street, Sunrise, FL 33351

2. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3C DESC AS, BEG SE COR OF SAID PARCEL, WLY 105.66, NLY 115, WLY 35, NLY 100.62, NELLY 177.39, SELY 200.08, SWLY AN ARC DIST OF 309.78 TO POB, LESS PART K/A BLDGS A & B, & LESS PT DESC IN OR 11681/304 FOR ACCESS EASEMENT AKA: PHASE 1 OF SOUTHPOINTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA-NW 111 Avenue, Sunrise, FL 33351

3. WELLEBY NW QUADRANT 110-48 B PORTION OF LOT 3C DESC AS,BEG SW COR OF SAID LOT,NLY 424.34, ELY 154,SLY 138.67,ELY 116.20, SELY 68.34,ELY 48.47,SWLY 44.41, SLY 100.62,ELY 35,SLY 115,WLY 395.34 TO POB LESS PARTS K/A BLDGS C THRU H & LESS PT DESC IN OR 11681/304 FOR ACCESS EASEMENT AKA: PHASE 2 SOUTHPOINTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA- NW 35 Street, Sunrise, FL 33323

4. WELLEBY NW QUADRANT 110-48 B PT PAR 3 DESC IN OR 11681/304 FOR ACCESS EASEMENT THRU PHASE 2 OF SOUTHPOINTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA-NW 111 Terrace, Sunrise, FL 33351

5. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM SW COR OF SAID PARCEL,NLY 424.34 TO POB,CONT NLY 188.67, ELY 154,SLY 125.01,ELY 90,NLY 188.67,ELY 69.75,SELY 195.20, SWLY 156.47,SELY 70.20,SWLY 132.98,WLY 48.47,NWLY 68.34,WLY 116.20,NLY 138.67,WLY 154 TO POB LESS PTS K/A BLDGS I,J,M & LESS ACCESS EASEMENT AS DESC IN OR 10814/987 AKA: PHASE 3 SOUTHPOINTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA- NW 111 Terrace, Sunrise, FL 33351

6. WELLEBY NW QUADRANT 110-48 B PT PAR 3C DESC IN OR 11681/304 FOR ACCESS EASEMENT THRU PHASE 3 OF SOUTHPOINTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA- NW 111 Terrace, Sunrise, FL 33351

7. WELLEBY NW QUADRANT 110-48 B PART OF PARCEL 3C DESC AS,BEG NW COR OF SAID PARCEL C,ELY 283.67,SLY 120,SWLY 52.25,SLY 357.99,WLY 90,NLY 125.01,WLY 154,NLY 386.99 TO POB LESS PT DESC IN OR 11681/304 FOR ACCESS EASEMENT & LESS BLDGS L,N,O, P & R AKA: PHASE 4 OF SOUTHPOINTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA- NW 111 Terrace, Sunrise, FL 33323

8. WELLEBY NW QUADRANT 110-48 B PT PAR 3C DESC IN OR 11681/304 FOR ACCESS EASEMENT THRU PHASE 4 OF SOUTHPOINTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA- NW 111 Terrace, Sunrise, FL 33351

9. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS BEG AT E COR OF PAR 3-C, SW 320.23, NW 270.27, NE 156.47, SE 64.80, NE 154, NW 118.43, NE 90, SE 286.05 TO POB, LESS PTS K/A BLK K, BLK U, BLK V & BLK W AKA: PT PHASE 6 OF SOUTHPONTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA- NW 111 Avenue, Sunrise, FL 33351

10. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM AT NW COR PAR 3-C, E 283.67 TO POB, E 46.33, SE 354.34, SW 90, SE 118.43, SW 154, NW 260, W 69.75, N 169.32, NE 52.25, N 120 TO POB LESS K/A LOTS 1 THRU 7 BLK Q, LESS BLK S, LESS LOTS 1 THRU 7 BLK T, & LESS LOTS 1 THRU 7 BLK X OF SOUTHPONTE AT WELLEBY

Owner(s)- Southpointe Homeowners Association, Inc.

AKA- NW 111 Avenue, Sunrise, FL 33351

11. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C OF ABOVE SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330, SELY 318.43, SWLY 154 TO POB, SELY 24, SWLY 90, NWLY 24, NELY 90 TO POB AKA: LOT 6 BLK X SOUTHPONTE AT WELLEBY

Owner(s)- Doreen R. Timmes

AKA- 11130 NW 37 Street, Sunrise, FL 33351

12. WELLEBY NW QUADRANT 110-48 B THAT PT OF PAR 3-C DESC AS, COMM AT NW COR PAR 3-C, ELY 330, SELY 342.43, SWLY 154 TO POB, SELY 24, SWLY 90, NWLY 24, NELY 90 TO POB AKA: LOT 5 BLOCK X SOUTHPONTE AT WELLEBY

Owner(s)- Saul Felipe Rodriguez and Dolores Rodriguez

AKA- 11124 NW 37 Street, Sunrise, FL 33351

13. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C OF ABOVE SAID PLAT DESC AS COMM AT NW COR OF SAID PAR 3-C, ELY 330, SELY 366.43, SWLY 154 TO POB, SELY 24, SWLY 90, NWLY 24, NELY 90 TO POB AKA: LOT 4 BLK X SOUTHPONTE AT WELLEBY

Owner(s)- Donnalina Deliazar and Roger Edouard

AKA- 11118 NW 37 Street, Sunrise, FL 33351

14. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C OF ABOVE SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330, SELY 390.43, SWLY 154 TO POB, SELY 24, SWLY 90, NWLY 24, NELY 90 TO POB AKA: LOT 3 BLK X SOUTHPONTE AT WELLEBY

Owner(s)- Hiram Cintron and Donna Cintron

AKA- 11112 NW 37 Street, Sunrise, FL 33351

15. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C OF SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, NELY 330, SELY 414.43, SWLY 154 TO POB SELY 24, SWLY 90, NWLY 24, NELY 90 TO POB AKA: LOT 2 BLK X SOUTHPONTE AT WELLEBY

Owner(s) Marlene Brown- McKain

AKA- 11106 NW 37 Street, Sunrise, FL 33351

16. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330, SELY 438.43, SWLY 154 TO POB, SELY 24.33, SWLY 90, NWLY 24.33, NELY 90 TO POB AKA: LOT 1 BLK X SOUTHPOINTE AT WELLEBY

Owner(s)- Alcira Beltran and Pablo Castaneda

AKA- 11100 NW 37 Street, Sunrise, FL 33351

17. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM AT SE COR PAR 3-C, NELY ARC DIST 314.20, NWLY 25.49 TO POB, NWLY 90, NELY 24.33, SELY 90, SWLY 24.33 TO POB AKA: LOT 5, BLK W SOUTHPOINTE AT WELLEBY

Owner(s)- Lourdes Maria Lopez

AKA- 3602 NW 111 Avenue, Sunrise, FL 33351

18. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C, NELY ALG ARC 314.20, NWLY 25.49, NELY 24.33 TO POB, NWLY 90, NELY 24, SELY 90, SWLY 24 TO POB AKA: LOT 4 BLK W SOUTHPOINTE AT WELLEBY

Owner(s)- Pearlina Jones and Aida Morales

AKA- 3614 NW 111 Avenue, Sunrise, FL 33351

19. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C, NELY ALG ARC 314.20, NWLY 25.49, NELY 48.33 TO POB, NWLY 90, NELY 24, SELY 90, SWLY 24 TO POB AKA: LOT 3 BLK W SOUTHPOINTE AT WELLEBY

Owner(s)- Tina Severence and Jesus Fonte

AKA- 3626 NW 111 Avenue, Sunrise, FL 33351

20. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C, NELY ALG ARC 314.20, NWLY 25.49, NELY 72.33 TO POB, NWLY 90, NELY 24, SELY 90, SWLY 24 TO POB AKA: LOT 2 BLK W SOUTHPOINTE AT WELLEBY

Owner(s)- Felicisima Manalaysay

AKA- 3638 NW 111 Avenue, Sunrise, FL 33351

21. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C, NELY ALG ARC 314.20, NWLY 25.49, NELY 96.33 TO POB, NWLY 90, NELY 24.33, SELY 90, SWLY 24.33 TO POB AKA: LOT 1 BLK W SOUTHPOINTE AT WELLEBY

Owner(s)- Ingrid Ramirez

AKA- 3650 NW 111 Avenue, Sunrise, FL 33351

22. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM SE COR OF SAID PARCEL, NELY AN ARC DIST OF 452.89, NWLY 24.85 TO POB, NWLY 90, NELY 24.33, SELY 90, SWLY 24.33 TO POB AKA: LOT 4 BLK V SOUTHPOINTE AT WELLEBY

Owner(s)- Nicolas Vargas and Adriana E. Vargas

AKA- 3662 NW 111 Avenue, Sunrise, FL 33351

23. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM AT SE COR PAR 3-C,NELY ARC DIST 452.89,NWLY 24.85,NELY 24.33 TO POB,NWLY 90,NELY 24,SELY 90,SWLY 24 TO POB AKA: LOT 3,BLK V SOUTHPOINTE AT WELLEBY

Owner(s)- Sastre Real Estate, LLC

AKA- 3674 NW 111 Avenue, Sunrise, FL 33351

24. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C,NELY ARC DIST OF 452.89,NWLY 24.85,NELY 48.33 TO POB,NWLY 90,NELY 24,SELY 90,SWLY 24 TO POB AKA: LOT 2 BLK V SOUTHPOINTE AT WELLEBY

Owner(s)- Sheila Halbrooks

AKA- 3686 NW 111 Avenue, Sunrise, FL 33351

25. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C,NELY ALG ARC 452.89,NWLY 24.85,NELY 72.33 TO POB,NWLY 90,NELY 24.33,SELY 90, SWLY 24.33 TO POB AKA: LOT 1 BLK V SOUTHPOINTE AT WELLEBY

Owner(s)- Laura Pabon and Edward Pabon

AKA- 3698 NW 111 Avenue, Sunrise, FL 33351

26. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM NW COR OF SAID PARCEL,ELY 330,SELY 512.26 TO POB,CONT SELY 24.33, SW 90, NW 24.33, NE 90 TO POB AKA: LOT 7 BLK U SOUTHPOINTE AT WELLEBY

Owner(s)- Gary Raynor

AKA- 11101 NW 37 Street, Sunrise, FL 33351

27. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM NW COR OF SAID PAR 3-C,ELY 330,SELY 488.26 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 6 BLK U SOUTHPOINTE AT WELLEBY

Owner(s)- Diego Nahuel Diez and Sabrina Pamela Lopez

AKA- 11103 NW 37 Street, Sunrise, FL 33351

28. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM NW COR OF SAID PAR 3-C,ELY 330,SELY 464.26 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 5 BLK U SOUTHPOINTE AT WELLEBY

Owner(s)- Perry Shiao

AKA- 11105 NW 37 Street, Sunrise, FL 33351

29. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM NW COR OF SAID PAR 3-C,ELY 330.00,SELY 440.26 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 4 BLK U SOUTHPOINTE AT WELLEBY

Owner(s)- Helene Kon Eaton and Frederick Eaton

AKA- 11109 NW 37 Street, Sunrise, FL 33351

30. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM NW COR OF SAID PAR 3-C,ELY 330.00,SELY 416.26 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 3 BLK U SOUTHPOINTE AT WELLEBY

Owner(s)- Nidhi Gupta

AKA- 11113 NW 37 Street, Sunrise, FL 33351

31. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM NW COR OF SAID PAR 3-C,ELY 330.00,SELY 392.26 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 2 BLK U SOUTHPOINTE AT WELLEBY

Owner(s)- Lenay Fleszar

AKA- 11117 NW 37 Street, Sunrise, FL 33351

32. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM AT NW COR PAR 3-C,ELY 330,SELY 367.93 TO POB,CONT SELY 24.33,SWLY 90, NWLY 24.33,NELY 90 TO POB AKA: LOT 1,BLK U SOUTHPOINTE AT WELLEBY

Owner(s)- Rodrigo I. Bonilla

AKA- 11121 NW 37 Street, Sunrise, FL 33351

33. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C DESC AS COMM AT NW COR OF SAID PAR,ELY 330,SELY 325.01 TO POB,CONT SELY 24.33, SWLY 90,NWLY 24.33,NELY 90 TO POB AKA: LOT 7 BLK T SOUTHPOINTE AT WELLEBY

Owner(s) Betty Louis

AKA- 11125 NW 37 Street, Sunrise, FL 33351

34. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C DESC AS COMM AT NW COR OF SAID PAR,ELY 330,SELY 301.01 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 6 BLK T SOUTHPOINTE AT WELLEBY

Owner(s)- Cristian Vargas Naranjo and Yamir Vargas Rodriguez

AKA- 11129 NW 37 Street, Sunrise, FL 33351

35. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C DESC AS COMM AT NW COR OF SAID PAR,ELY 330,SELY 277.01 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 5 BLK T SOUTHPOINTE AT WELLEBY

Owner(s)- Lola A. Radway

AKA- 11133 NW 37 Street, Sunrise, FL 33351

36. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C DESC AS COMM AT NW COR OF SAID PAR,ELY 330,SELY 253.01 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 4 BLK T SOUTHPOINTE AT WELLEBY

Owner(s)- Kyle Joseph Montagna and Melissa Lynn Montagna

AKA- 11137 NW 37 Street, Sunrise, FL 33351

37. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C DESC AS COMM AT NW COR OF SAID PAR,ELY 330,SELY 229.01 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 3 BLK T SOUTHPOINTE AT WELLEBY

Owner(s) Paulo C. Andujar and Audrey N. Peidrahita

AKA- 11141 NW 37 Street, Sunrise, FL 33351

38. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C DESC AS COMM AT NW COR OF SAID PAR,ELY 330,SELY 205.01 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 2 BLK T SOUTHPOINTE AT WELLEBY

Owner(s)- Omli Holdings, LLC

AKA- 11145 NW 37 Street, Sunrise, FL 33351

39. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C DESC AS COMM AT NW COR OF SAID PAR,ELY 330,SELY 180.68 TO POB,CONT SELY 24.33, SWLY 90,NWLY 24.33,NELY 90 TO POB AKA: LOT 1 BLK T SOUTHPOINTE AT WELLEBY

Owner(s) Auleen V. Earle

AKA- 11149 NW 37 Street, Sunrise, FL 33351

40. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330,SELY 136.34 TO POB,CONT SELY 24.33,SWLY 90,NWLY 24.33, NELY 90 TO POB AKA: LOT 5 BLK S SOUTHPOINTE AT WELLEBY

Owner(s)- Madeline Rodriguez

AKA- 11153 NW 37 Street, Sunrise, FL 33351

41. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR SAID PAR 3-C,ELY 330,SELY 112.34 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 4 BLK S SOUTHPOINTE AT WELLEBY

Owner(s)- Azhar Mahmood and Shabana Rafiq

AKA- 11157 NW 37 Street, Sunrise, FL 33351

42. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330,SELY 88.34 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 3 BLK S SOUTHPOINTE AT WELLEBY

Owner(s): Jenifer Zaccaro-Pacheco

AKA- 11161 NW 37 Street, Sunrise, FL 33351

43. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330,SELY 64.34 TO POB,CONT SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 2 BLK S SOUTHPOINTE AT WELLEBY

Owner(s): Ciara M. Foley and Pedro T. Foley

AKA- 11165 NW 37 Street, Sunrise, FL 33351

44. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR SAID PAR 3-C,ELY 330,SELY 40.01 TO POB,CONT SELY 24.33,SWLY 90,NWLY 24.33,NELY 90 TO POB AKA: LOT 1 BLK S SOUTHPOINTE AT WELLEBY

Owner(s): Edwin Javita and Milton Javita

AKA 11169 NW 37 Street, Sunrise, FL 33351

45. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 254.34 TO POB,CONT ELY 24.33 SLY 90,WLY 24.33,NLY 90 TO POB AKA: LOT 7,BLK R SOUTHPOINTE AT WELLEBY

Owner(s): Noelia Livia

AKA- 11173 NW 37 Street, Sunrise, FL 33351

46. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 230.33 TO POB,ELY 24,SLY 90, WLY 24,NLY 90 TO POB AKA: LOT 6,BLK R SOUTHPOINTE AT WELLEBY

Owner(s): Nilsa N. Rosario and Stephanie L. Rosario

AKA- 11177 NW 37 Street, Sunrise, FL 33351

47. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 206.33 TO POB,CONT ELY 24, SLY 90,WLY 24,NLY 90 TO POB AKA: LOT 5,BLK R SOUTHPOINTE AT WELLEBY

Owner(s): Sabrina A. Hernandez

AKA- 11181 NW 37 Street, Sunrise, FL 33351

48. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 182.33 TO POB,CONT ELY 24, SLY 90,WLY 24,NLY 90 TO POB AKA: LOT 4,BLK R SOUTHPOINTE AT WELLEBY

Owner(s): KG & DS Properties, LLC

AKA-11185 NW 37 Street, Sunrise, FL 33351

49. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 158.33 TO POB,CONT ELY 24, SLY 90,WLY 24,NLY 90 TO POB AKA: LOT 3,BLK R SOUTHPOINTE AT WELLEBY

Owner(s): Ahmad Diab

AKA- 11189 NW 37 Street, Sunrise, FL 33351

50. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 134.33 TO POB, CONT ELY 24, SLY 90, WLY 24, NLY 90 TO POB AKA: LOT 2, BLK R SOUTHPOINTE AT WELLEBY

Owner(s): Lucy Whitelocke and Jessica Laban

AKA- 11193 NW 37 Street, Sunrise, FL 33351

51. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110 TO POB, CONT ELY 24.33, SLY 90, WLY 24.33, NLY 90 TO POB AKA: LOT 1, BLK R SOUTHPOINTE AT WELLEBY

Owner(s): Matthew McLennon

AKA- 11197 NW 37 Street, Sunrise, FL 33351

52. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330, SELY 105.44, SWLY 154 TO POB, SELY 24.33, SWLY 90, NWLY 6.97, NWLY 25.02, NELY 71.99 TO POB AKA: LOT 7 BLK Q SOUTHPOINTE AT WELLEBY

Owner(s): Lillith Chung and Chadwyck C. Spence

AKA- 11178 NW 37 Street, Sunrise, FL 33351

53. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C OF ABOVE SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330, SELY 129.77, SWLY 154 TO POB, CONT SELY 24, SWLY 90, NWLY 24, NELY 90 TO POB AKA: LOT 6 BLK Q SOUTHPOINTE AT WELLEBY

Owner(s): Chelsea Marie Leon-Laurent

AKA- 11172 NW 37 Street, Sunrise, FL 33351

54. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330, SELY 153.77, SWLY 154 TO POB, SELY 24, SWLY 90, NWLY 24, NELY 90 TO POB AKA: LOT 5 BLK Q SOUTHPOINTE AT WELLEBY

Owner(s): Yelena Alexandrovich and Ulugbek Makhmudov

AKA- 11166 NW 37 Street, Sunrise, FL 33351

55. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330, SELY 177.77, SWLY 154 TO POB, SELY 24, SWLY 90, NWLY 24, NELY 90 TO POB AKA: LOT 4 BLK Q SOUTHPOINTE AT WELLEBY

Owner(s): Stephen Michael Scherer

AKA- 11160 NW 37 Street, Sunrise, FL 33351

56. WELLEBY NW QUADRANT 110-48 B PT OF PAR 3-C OF SAID PLAT DESC AS COMM NW COR OF SAID PAR 3-C, ELY 330,SELY 201.77,SWLY 154 TO POB,SELY 24,SWLY 90,NWLY 24,NELY 90 TO POB AKA: LOT 3 BLK Q SOUTHPOINTE AT WELLEBY

Owner(s): Darla J. Rayoni

AKA- 11154 NW 37 Street, Sunrise, FL 33351

57. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS,COMM AT NW COR OF PAR 3-C,ELY ALG N/L FOR 330,SELY 225.77,SWLY 154 TO POB,CONT SELY 24,SWLY 90, NWLY 24,NELY 90 TO POB AKA: LOT 2 BLK Q SOUTHPOINTE AT WELLEBY

Owner(s): Michael Cieslar and Gerlie Cieslar

AKA- 11148 NW 37 Street, Sunrise, FL 33351

58. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM NW COR OF SAID PAR 3-C,ELY 330.00, SELY 249.77,SWLY 154.00 TO POB, CONT SELY 24,SWLY 90,NWLY 24, NELY 90 TO POB AKA: LOT 1 BLK Q SOUTHPOINTE AT WELLEBY

Owner(s): Madhu Chandrasekaraswamy

AKA- 11142 NW 37 Street, Sunrise, FL 33351

59. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 168.65,ELY 44,SLY 120.34 TO POB,ELY 90,SLY 24.33, WLY 90,NLY 24.33 TO POB AKA: LOT 6,BLK P OF SOUTHPOINTE AT WELLEBY

Owner(s): Andrea Wells and Jami Wells

AKA- 3642 NW 111 Terrace, Sunrise, FL 33351

60. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 168.65,ELY 44,SLY 96.33 TO POB,ELY 90,SLY 24,WLY 90,NLY 24 TO POB AKA: LOT 5,BLK P OF SOUTHPOINTE AT WELLEBY

Owner(s): Ivy Isaac

AKA- 3648 NW 111 Terrace, Sunrise, FL 33351

61. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 168.65,ELY 44,SLY 72.33 TO POB,ELY 90,SLY 24,WLY 90,NLY 24 TO POB AKA: LOT 4,BLK P OF SOUTHPOINTE AT WELLEBY

Owner(s): Loretta Young

AKA- 3654 NW 111 Terrace, Sunrise, FL 33351

62. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 168.65,ELY 44,SLY 48.33 TO POB,ELY 90,SLY 24, WLY 90,NLY 24 TO POB AKA: LOT 3,BLK P OF SOUTHPOINTE AT WELLEBY

Owner(s): Doreen Grandison and Violet C. Sang-Goldson

AKA- 3660 NW 111 Terrace, Sunrise, FL 33351

63. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 168.65,ELY 44,SLY 24.33 TO POB,ELY 90,SLY 24, WLY 90,NLY 24 TO POB AKA: LOT 2,BLK P OF SOUTHPOINTE AT WELLEBY

Owner(s): Danielle C. Barnes and Romaine E. Barnes

AKA- 3666 NW 111 Terrace, Sunrise, FL 33351

64. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 168.65,ELY 44 TO POB CONT ELY 90,SLY 24.33,WLY 90,NLY 24.33 TO POB AKA: LOT 1,BLK P SOUTHPOINTE AT WELLEBY

Owner(s): Jennifer Willis

AKA- 3672 NW 111 Terrace, Sunrise, FL 33351

65. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 67.65 TO POB,ELY 90,SLY 24.33,WLY 90,NLY 24.33 TO POB AKA: LOT 5,BLK O SOUTHPOINTE AT WELLEBY

Owner(s): David N. Morris

AKA- 3673 NW 111 Terrace, Sunrise, FL 33351

66. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 91.98 TO POB,ELY 90,SLY 24, WLY 90,NLY 24 TO POB AKA: LOT 4,BLK O SOUTHPOINTE AT WELLEBY

Owner(s): Atherly R. Soman and Trisha Soman

AKA- 3667 NW 111 Terrace, Sunrise, FL 33351

67. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 115.98 TO POB,ELY 90,SLY 24, WLY 90,NLY 24 TO POB AKA: LOT 3,BLK O SOUTHPOINTE AT WELLEBY

Owner(s): Michael Woods

AKA- 3661 NW 111 Terrace, Sunrise, FL 33351

68. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 139.98 TO POB,ELY 90,SLY 24, WLY 90,NLY 24 TO POB AKA: LOT 2,BLK O SOUTHPOINTE AT WELLEBY

Owner(s): Gervacio Maldonado

AKA- 3655 NW 111 Terrace, Sunrise, FL 33351

69. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 163.99 TO POB,ELY 90,SLY 24.33,WLY 90,NLY 24.33 TO POB AKA: LOT 1,BLK O SOUTHPOINTE AT WELLEBY

Owner(s): Jared Miskoff

AKA- 3649 NW 111 Terrace, Sunrise, FL 33351

70. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 208.32 TO POB, ELY 90, SLY 24.33, WLY 90, NLY 24.33 TO POB AKA: LOT 7, BLK N SOUTHPOINTE AT WELLEBY

Owner(s): Janete A. Aburto

AKA- 3643 NW 111 Terrace, Sunrise, FL 33323

71. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 232.65 TO POB, ELY 90, SLY 24, WLY 90, NLY 24 TO POB AKA: LOT 6, BLK N SOUTHPOINTE AT WELLEBY

Owner(s): Lila M. Williams/Lila M. Williams Revocable Trust

AKA- 3637 NW 111 Terrace, Sunrise, FL 33351

72. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 256.65 TO POB, ELY 90, SLY 24, WLY 90, NLY 24 TO POB AKA: LOT 5, BLK N SOUTHPOINTE AT WELLEBY

Owner(s): Judith Johnson

AKA- 3631 NW 111 Terrace, Sunrise, FL 33351

73. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 280.65 TO POB, ELY 90, SLY 24, WLY 90, NLY 24 TO POB AKA: LOT 4, BLK N SOUTHPOINTE AT WELLEBY

Owner(s): Craig Anthony Brandford

AKA- 3625 NW 111 Terrace, Sunrise, FL 33351

74. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 304.65 TO POB, ELY 90, SLY 24, WLY 90, NLY 24 TO POB AKA: LOT 3, BLK N SOUTHPOINTE AT WELLEBY

Owner(s): Kendra Paul and Blondel Paul

AKA- 3619 NW 111 Terrace, Sunrise, FL 33351

75. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 328.65 TO POB, ELY 90, SLY 24, WLY 90, NLY 24 TO POB AKA: LOT 2, BLK N SOUTHPOINTE AT WELLEBY

Owner(s): Marquise Kiffin

AKA- 3613 NW 111 Terrace, Sunrise, FL 33351

76. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, SLY 352.66 TO POB, ELY 90, SLY 24.33, WLY 90, NLY 24.33 TO POB AKA: LOT 1, BLDG N SOUTHPOINTE AT WELLEBY

Owner(s): Neverson James

AKA- 3607 NW 111 Terrace, Sunrise, FL 33351

77. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR, N 583.67 TO POB, N 24.33, E 90, S 24.33, W 90 TO POB AKA: LOT 7 BLK M SOUTHPOINTE AT WELLEBY

Owner(s): Steven and Rachel Gilbert Trustees/Steven and Rachel Gilbert Revocable Trust

AKA- 3573 NW 111 Terrace, Sunrise, FL 33351

78. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR, N 559.67 TO POB N 24, E 90, S 24, W 90 TO POB AKA: LOT 6 BLK M SOUTHPOINTE AT WELLEBY

Owner(s): Alexis Nicole Hernandez

AKA- 3569 NW 111 Terrace, Sunrise, FL 33351

79. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR, N 535.67 TO POB N 24, E 90, S 24, W 90 TO POB AKA: LOT 5 BLK M SOUTHPOINTE AT WELLEBY

Owner(s): Maria C. Lizarralde and Roberto M. De Freitas

AKA- 3565 NW 111 Terrace, Sunrise, FL 33351

80. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR, N 511.67 TO POB N 24, E 90, S 24, W 90 TO POB AKA: LOT 4 BLK M SOUTHPOINTE AT WELLEBY

Owner(s): Ansell Brown

AKA- 3561 NW 111 Terrace, Sunrise, FL 33351

81. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR, N 487.67 TO POB, N 24, E 90, S 24, W 90 TO POB AKA: LOT 3 BLK M SOUTHPOINTE AT WELLEBY

Owner(s): Edgar Jose Padron

AKA- 3557 NW 111 Terrace, Sunrise, FL 33351

82. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR, N 463.67 TO POB, N 24, E 90, S 24, W 90 TO POB AKA: LOT 2 BLK M SOUTHPOINTE AT WELLEBY

Owner(s): Jamean Anderson and Maleen Jess

AKA- 3553 NW 111 Terrace, Sunrise, FL 33351

83. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR, N 439.34 TO POB N 24.33, E 90, S 24.33, W 90 TO POB AKA: LOT 1 BLK M SOUTHPOINTE AT WELLEBY

Owner(s): Stephen Smith

AKA- 3549 NW 111 Terrace, Sunrise, FL 33351

84. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 90,ELY 44,SLY 387.66 TO POB,ELY 90,SLY 24.33,WLY 90, NLY 24.33 TO POB AKA: LOT 7,BLK L SOUTHPOINTE AT WELLEBY

Owner(s): Robert Martin

AKA- 3600 NW 111 Terrace, Sunrise, FL 33351

85. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 90,ELY 44,SLY 363.65 TO POB,ELY 90,SLY 24,WLY 90,NLY 24 TO POB AKA: LOT 6,BLK L SOUTHPOINTE AT WELLEBY

Owner(s): Adrian Saczek and Klaudia A. Saczek

AKA- 3606 NW 111 Terrace, Sunrise, FL 33351

86. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 90,ELY 44,SLY 339.65 TO POB,ELY 90,SLY 24,WLY 90,NLY 24 TO POB AKA: LOT 5,BLK L SOUTHPOINTE AT WELLEBY

Owner(s): Jessica Cerda and Juan Carlos Cerda

AKA- 3612 NW 111 Terrace, Sunrise, FL 33351

87. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, BEG NW COR OF SAID PARCEL,ELY 110,SLY 90,ELY 44,SLY 315.65 TO POB,ELY 90,SLY 24,WLY 90,NLY 24 TO POB AKA: LOT 4,BLK L SOUTHPOINTE AT WELLEBY

Owner(s): Stephen M. Whitmire and Yvonne P Ravenel

AKA- 3618 NW 111 Terrace, Sunrise, FL 33351

88. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 90,ELY 44,SLY 291.65 TO POB,ELY 90,SLY 24,WLY 90,NLY 24 TO POB AKA: LOT 3,BLK L SOUTHPOINTE AT WELLEBY

Owner(s): Olga Yasmin Gonzalez Cortes

AKA- 3624 NW 111 Terrace, Sunrise, FL 33351

89. WELLEBY NW QUADRANT 110-48 B A PORTION OF PARCEL 3-C DESC AS: COMM AT NW COR OF SAID PAR 3-C, E ALG N/L 110, S 90, E 44, S 267.65 TO POB, E 90, S 24, W 90, N 24 TO POB AKA: LOT 2, BLK L SOUTHPOINTE AT WELLEBY

Owner(s): Haylee Erin Davalos and Victor Hugo Davalos

AKA- 3630 NW 111 Terrace, Sunrise, FL 33351

90. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT NW COR OF SAID PARCEL, ELY 110,SLY 90,ELY 44,SLY 243.32 TO POB,ELY 90,SLY 24.33,WLY 90, NLY 24.33 TO POB AKA: LOT 1,BLK L SOUTHPOINTE AT WELLEBY

Owner(s): Zafar Irman and Rabia Irman

AKA- 3636 NW 111 Terrace, Sunrise, FL 33351

91. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS,COMM SE COR OF SAID PAR 3-C,NELY 309.78,NWLY 270.27,NELY 111.59 TO POB,CONT NELY 24.33,SELY 90,SWLY 24.33, NWLY 90 TO POB AKA: LOT 5,BLK K SOUTHPOINTE AT WELLEBY

Owner(s): Stephen A. Young

AKA- 3681 NW 111 Avenue, Sunrise, FL 33351

92. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C,NELY 309.78,NWLY 270.27,NELY 87.59 TO POB,CONT NELY 24,SELY 90,SWLY 24,NWLY 90 TO POB AKA: LOT 4 BLK K SOUTHPOINTE AT WELLEBY

Owner(s): Matias Reynares Solari and Victoria Reynares Solari

AKA- 3661 NW 111 Avenue, Sunrise, FL 33351

93. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C,NELY 309.78,NWLY 270.27,NELY 63.59 TO POB,CONT NELY 24,SELY 90,SWLY 24,NWLY 90 TO POB AKA: LOT 3 BLK K SOUTHPOINTE AT WELLEBY

Owner(s): Mi Familia Properties, LLC

AKA- 3641 NW 111 Avenue, Sunrise, FL 33351

94. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C,NELY ALG CUR 309.78,NWLY 270.27,NELY 39.59 TO POB,CONT NELY 24,SELY 90,SWLY 24,NWLY 90 TO POB AKA: LOT 2 BLK K SOUTHPOINTE AT WELLEBY

Owner(s): Tania Cecilia Winders and Liliana Aurora Winders

AKA- 3621 NW 111 Avenue, Sunrise, FL 33351

95. WELLEBY NW QUADRANT 110-48 B PT PAR 3-C DESC AS COMM SE COR OF SAID PAR 3-C,NELY 309.78, NWLY 270.27,NELY 15.26 TO POB, CONT NELY 24.33,SELY 90,SWLY 24.33,NWLY 90 TO POB AKA: LOT 1 BLK K SOUTHPOINT AT WELLEBY

Owner(s): Anya Pennycooke and Arianna A Stone

AKA- 3601 NW 111 Avenue, Sunrise, FL 33351

96. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 381.21,N 257.96,W 49.33,NW 96.95,NW 3.86 TO POB,NW 29.96,NE 65.35, SE 24.33,SW 82.83 TO POB AKA: LOT 7 BLK J SOUTHPOINTE AT WELLEBY

Owner(s): Elena Katia

AKA- 11174 NW 36 Street, Sunrise, FL 33351

97. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 381.21,N 257.96,W 49.33,NW 76.09 TO POB, NW 20.86,NW 3.86,NE 82.83, SE 24,SW 85.08 TO POB AKA: LOT 6 BLK J SOUTHPOINTE AT WELLEBY

Owner(s): Troy Paris and Madelyn Paris

AKA- 11162 NW 36 Street, Sunrise, FL 33351

98. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 381.21,N 257.96,W 49.33,NW 52.09 TO POB, NW 24,NE 85.08,SE 24, SW 85.08 TO POB AKA: LOT 5 BLK J SOUTHPOINTE AT WELLEBY

Owner(s): Pablo Vilca and Elisa Vilca

AKA- 11150 NW 36 Street, Sunrise, FL 33351

99. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 381.21,N 257.96,W 49.33,NW 28.09 TO POB, NW 24,NE 85.08,SE 24,SW 85.08 TO POB AKA: LOT 4 BLK J SOUTHPOINTE AT WELLEBY

Owner(s): Raquel Colon

AKA - 11138 NW 36 Street, Sunrise, FL 33351

100. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 381.21,N 257.96,W 49.33,NW 4.09 TO POB,NW 24,NE 85.08,SE 24,SW 85.08 TO POB AKA: LOT 3 BLK J SOUTHPOINTE AT WELLEBY

Owner(s)- David H. Bovee & Karen R. Bovee

AKA – 11126 NW 36 Street, Sunrise, FL 33351

101. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 381.21 N 257.96,W 27.13 TO POB,W 22.20, NW 4.09,NE 85.08,SE 24,SW 75.27 TO POB AKA: LOT 2 BLK J SOUTHPOINTE AT WELLEBY

Owner(s)- K G & D S Properties LLC

AKA – 11114 NW 36 Street, Sunrise, FL 33351

102. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 381.21, N 257.96 TO POB W 27.13,NE 75.27,SE 24.33,SW 63.19 TO POB AKA: LOT 1 BLK J SOUTHPOINTE AT WELLEBY

Owner(s)- Jeff Barnick

AKA – 11102 NW 36 Street, Sunrise, FL 33351

103. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 154,N 295.67 TO POB,N 24.33,E 74,SE 21.56,S 5.50,W 85 TO POB AKA: LOT 4 BLK I SOUTHPOINTE AT WELLEBY

Owner(s)- Maria Soto Lopez

AKA – 3548 NW 111 Terrace, Sunrise, FL 33351

104. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 154,N 320 TO POB,N 24,E 76,S 24,W 76 TO POB AKA: LOT 3 BLK I SOUTHPOINTE AT WELLEBY

Owner(s)- Martha Varela Acosta and Jhon Echeverria

AKA – 3560 NW 111 Terrace, Sunrise, FL 33351

105. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 154,N 344 TO POB,N 24,E 85,S 5.75,SW 20.35,W 76 TO POB AKA: LOT 2 BLK I SOUTHPOINTE AT WELLEBY

Owner(s)- Kamaljit Kaur

AKA – 3572 NW 111 Terrace, Sunrise, FL 33351

106. WELLEBY NW QUADRANT 110-48 B PT PAR 3 C DESC AS COMM AT SW COR OF SAID PAR,E 154,N 368 TO POB N 24.33,E 85,S 24.33,W 85 TO POB AKA: LOT 1 BLK I SOUTHPOINTE AT WELLEBY

Owner(s)- Victoria Moreno and Ranji Joshua Sigh

AKA – 3584 NW 111 Terrace, Sunrise, FL 33351

107. WELLEBY NW QUADRANT 110-48 B PORTION OF PAR 3-C DESC AS,COMM AT SW COR OF SAID PARCEL,ELY 154 NLY 179 TO POB,CONT NLY 24.33, ELY 85,SLY 24.33,WLY 85 TO POB AKA: LOT 4,BLK H SOUTHPOINTE AT WELLEBY

Owner(s)- Gabriel Castellanos & Ashley Manresa

AKA – 3500 NW 111 Terrace, Sunrise, FL 33351

108. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM SW COR OF SAID PARCEL,ELY 154,NLY 203.33 TO POB,CONT NLY 24,ELY 85,SLY 24,WLY 85 TO POB AKA: LOT 3,BLK H SOUTHPOINTE AT WELLEBY

Owner(s)- Signia Judith Abreu & Judith Prosper Torres

AKA – 3512 NW 111 Terrace, Sunrise, FL 33351

109. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, ELY 154,NLY 227.33 TO POB,CONT NLY 24,ELY 85,SLY 24,WLY 85 TO POB AKA: LOT 2,BLK H SOUTHPOINTE AT WELLEBY

Owner(s)- Sharon Marson

AKA – 3524 NW 111 Terrace, Sunrise, FL 33351

110. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM SW COR OF SAID PARCEL,ELY 154,NLY 251.33 TO POB,CONT NLY 24.33,ELY 85,SLY 24.33,WLY 85 TO POB AKA: LOT 1,BLK H SOUTHPOINTE AT WELLEBY

Owner(s)- Valerie Thomas Lynch

AKA – 3536 NW 111 Terrace, Sunrise, FL 33351

111. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 174.26,NLY 179 TO POB,CONT NLY 73.96,ELY 24.33,SLY 73.96, WLY 24.33 TO POB AKA: LOT 4,BLK G SOUTHPOINTE AT WELLEBY

Owner(s)- Daniel A. Godson & Esmie E. Godson

AKA – 11101 NW 35 Street, Sunrise, FL 33351

112. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 198.26,NLY 179 TO POB,CONT NLY 85,ELY 1.18,SELY 24.98, ELY 0.43,SLY 73.96,WLY 24 TO POB AKA: LOT 3,BLK G SOUTHPOINTE AT WELLEBY

Owner(s)- Martha Sepulveda

AKA – 11121 NW 35 Street, Sunrise, FL 33351

113. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 222.26,NLY 179 TO POB,CONT NLY 85,ELY 24,SLY 85,WLY 24 TO POB AKA: LOT 2,BLK G SOUTHPOINTE AT WELLEBY

Owner(s)- Leonard I. Lesk & Joan Lesk

AKA – 11141 NW 35 Street, Sunrise, FL 33351

114. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 246.60,NLY 179 TO POB,CONT NLY 73.96,ELY 24.33,SLY 73.96, WLY 24.33 TO POB AKA: LOT 1 BLK G SOUTHPOINTE AT WELLEBY

Owner(s)- Curine Brown, Terri-Ann Brown, Karl Brown

AKA – 11161 NW 35 Street, Sunrise, FL 33351

115. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 390 TO POB,CONT NLY 24.33, ELY 90,SLY 24.33,WLY 90 TO POB AKA: LOT 7,BLK F SOUTHPOINTE AT WELLEBY

Owner(s)- Hong Chang Chen & Wen Li

AKA – 3545 NW 111 Terrace, Sunrise, FL 33351

116. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 366 TO POB,CONT NLY 24, ELY 90,SLY 24,WLY 90 TO POB AKA: LOT 6,BLK F SOUTHPOINTE AT WELLEBY

Owner(s)- Latchme Priya Ramdan & Jose Luis Abreu

AKA – 3541 NW 111 Terrace, Sunrise, FL 33351

117. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 342 TO POB,CONT NLY 24, ELY 90,SLY 24,WLY 90 TO POB AKA: LOT 5,BLK F SOUTHPOINTE AT WELLEBY

Owner(s)- Paule Sherley Bennett

AKA – 3537 NW 111 Terrace, Sunrise, FL 33351

118. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 318 TO POB,CONT NLY 24, ELY 90,SLY 24,WLY 90 TO POB AKA: LOT 4,BLK F SOUTHPOINTE AT WELLEBY

Owner(s)- Jesse Malig & Sandra Malig

AKA – 3533 NW 111 Terrace, Sunrise, FL 33351

119. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 294 TO POB,CONT NLY 24, ELY 90,SLY 24,WLY 90 TO POB AKA: LOT 3,BLK F SOUTHPOINTE AT WELLEBY

Owner(s)- Cecilia Santana

AKA – 3529 NW 111 Terrace, Sunrise, FL 33351

120. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 270 TO POB,CONT NLY 24, ELY 90,SLY 24,WLY 90 TO POB AKA: LOT 2,BLK F SOUTHPOINTE AT WELLEBY

Owner(s)- Gregory A. Jones & Margaret M. Jones

AKA – 3525 NW 111 Terrace, Sunrise, FL 33351

121. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 245.67 TO POB,CONT NLY 24.33,ELY 90,SLY 24.33,WLY 90 TO POB AKA: LOT 1,BLK F SOUTHPOINTE AT WELLEBY

Owner(s)- Kathleen Dexter

AKA – 3521 NW 111 Terrace, Sunrise, FL 33351

122. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 201.34 TO POB,CONT NLY 24.33 ELY 90,SLY 24.33,WLY 90 TO POB AKA: LOT 5,BLK E SOUTHPOINTE AT WELLEBY

Owner(s)- Kenneth Wayne Anderson Jr.

AKA – 3517 NW 111 Terrace, Sunrise, FL 33351

123. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 177.34 TO POB,CONT NLY 24, ELY 90,SLY 24,WLY 90 TO POB AKA: LOT 4,BLK E SOUTHPOINTE AT WELLEBY

Owner(s)- Astra Nadine Hyndman-Alford

AKA – 3513 NW 111 Terrace, Sunrise, FL 33351

124. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 153.34 TO POB,CONT NLY 24, ELY 90,SLY 24,WLY 90 TO POB AKA: LOT 3,BLK E SOUTHPOINTE AT WELLEBY

Owner(s)- Giancarlo Gautier

AKA – 3509 NW 111 Terrace, Sunrise, FL 33351

125. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 129.34 TO POB,CONT NLY 24, ELY 90,SLY 24,WLY 90 TO POB AKA: LOT 2,BLK E SOUTHPOINTE AT WELLEBY

Owner(s)- Alexis Garcia

AKA – 3505 NW 111 Terrace, Sunrise, FL 33351

126. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, NLY 105 TO POB,CONT NLY 24.33, ELY 90,SLY 24.33,WLY 90 TO POB AKA: LOT 1,BLK E SOUTHPOINTE AT WELLEBY

Owner(s)- Goodstern Property Investments LLC

AKA – 3501 NW 111 Terrace, Sunrise, FL 33351

127. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, ELY 95.40 TO POB,NLY 115, ELY 24.33,SLY 115,WLY 24.33 TO POB AKA: LOT 6,BLK D SOUTHPOINTE AT WELLEBY

Owner(s)- 11180 NW 35th LLC

AKA – 11180 NW 35 Street, Sunrise, FL 33351

128. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, ELY 119.73 TO POB,NLY 115, ELY 24,SLY 115,WLY 24 TO POB AKA: LOT 5,BLK D SOUTHPOINTE AT WELLEBY

Owner(s)- David R. Keller

AKA – 11172 NW 35 Street, Sunrise, FL 33351

129. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, ELY 143.73 TO POB,NLY 115, ELY 24,SLY 115,WLY 24 TO POB AKA: LOT 4,BLK D SOUTHPOINTE AT WELLEBY

Owner(s)- Elizabeth A. Murray

AKA – 11164 NW 35 Street, Sunrise, FL 33351

130. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, ELY 167.73 TO POB,NLY 115, ELY 24,SLY 115,WLY 24 TO POB AKA: LOT 3,BLK D SOUTHPOINTE AT WELLEBY

Owner(s)- Jorge Justo

AKA – 11156 NW 35 Street, Sunrise, FL 33351

131. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, ELY 191.73 TO POB,NLY 115,ELY 24,SLY 115,WLY 24 TO POB AKA: LOT 2,BLK D SOUTHPOINTE AT WELLEBY

Owner(s)- Olga Lucia Forero as the Trustee of The Olga Lucia Forero Revocable Living Trust

AKA – 11148 NW 35 Street, Sunrise, FL 33351

132. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SW COR OF SAID PARCEL, ELY 215.73 TO POB,NLY 115, ELY 24.33,SLY 115,WLY 24.33 TO POB AKA: LOT 1,BLK D SOUTHPOINTE AT WELLEBY

Owner(s)- Karene Lorraine Dale Carr

AKA – 11140 NW 35 Street, Sunrise, FL 33351

133. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 240.92 TO POB,NLY 115,ELY 24.33,SLY 115,WLY 24.33 TO POB AKA: LOT 5,BLK C SOUTHPOINTE AT WELLEBY

Owner(s)- Rivka Kremer, Refael Kremer & Kremer Properties, LLC

AKA – 11132 NW 35 Street, Sunrise, FL 33351

134. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 216.58 TO POB,NLY 115,ELY 24 SLY 115,WLY 24 TO POB AKA: LOT 4,BLK C SOUTHPOINTE AT WELLEBY

Owner(s)- Madarona Investment, LLC

AKA – 11124 NW 35 Street, Sunrise, FL 33351

135. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 192.58 TO POB,NLY 115, ELY 24,SLY 115,WLY 24 TO POB AKA: LOT 3,BLK C SOUTHPOINTE AT WELLEBY

Owner(s)- Fortich Family Trust Dated February 5, 2025

AKA – 11116 NW 35 Street, Sunrise, FL 33351

136. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 168.58 TO POB,NLY 115, ELY 24,SLY 115,WLY 24 TO POB AKA: LOT 2,BLK C SOUTHPOINTE AT WELLEBY

Owner(s)- Juan Alberto Villanueva

AKA – 11108 NW 35 Street, Sunrise, FL 33351

137. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 144.58 TO POB,NLY 115, ELY 24.33,SLY 115,WLY 24.33 TO POB AKA: LOT 1,BLK C SOUTHPOINTE AT WELLEBY

Owner(s)- Marie R. Francois

AKA – 11100 NW 35 Street, Sunrise, FL 33351

138. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 32.57,NELY 36.21 TO POB, NWLY 90,NELY 24.33,SELY 90, SWLY 24.33 TO POB AKA: LOT 4,BLK B SOUTHPOINTE AT WELLEBY

Owner(s)- Gloria A Tobon

AKA – 3504 NW 111 Avenue, Sunrise, FL 33351

139. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 32.57,NELY 60.54 TO POB, NWLY 90,NELY 24,SELY 90,SWLY 24 TO POB AKA: LOT 3,BLK B SOUTHPOINTE AT WELLEBY

Owner(s)- Gabriel Ka Khi Chin & Lu He Chin

AKA – 3516 NW 111 Avenue, Sunrise, FL 33351

140. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 32.57,NELY 84.54 TO POB, NWLY 90,NELY 24,SELY 90,SWLY 24 TO POB AKA: LOT 2,BLK B SOUTHPOINTE AT WELLEBY

Owner(s)- Alain Jimenez

AKA – 3528 NW 111 Avenue, Sunrise, FL 33351

141. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 32.57,NELY 108.54 TO POB, NWLY 90,NELY 24.33,SELY 90,SWLY 24.33 TO POB AKA: LOT 1,BLK B SOUTHPOINTE AT WELLEBY

Owner(s)- TRJ 2018 LLC

AKA – 3540 NW 111 Avenue, Sunrise, FL 33351

142. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 32.57,NELY 152.88 TO POB, CONT NELY 24.33,NWLY 90,SWLY 24.33,SELY 90 TO POB AKA: LOT 4,BLK A SOUTHPOINTE AT WELLEBY

Owner(s)- Jose Colon Jr.

AKA – 3552 NW 111 Avenue, Sunrise, FL 33351

143. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 32.57,NELY 177.21 TO POB, CONT NELY 24,NWLY 90,SWLY 24, SELY 90 TO POB AKA: LOT 3,BLK A SOUTHPOINTE AT WELLEBY

Owner(s)- Alan D. Goldberg

AKA – 3564 NW 111 Avenue, Sunrise, FL 33351

144. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 32.57,NELY 201.21 TO POB, CONT NELY 24,NWLY 90,SWLY 24,SELY 90 TO POB AKA: LOT 2,BLK A SOUTHPOINTE AT WELLEBY

Owner(s)- Jacqueline S. Harrison

AKA – 3576 NW 111 Avenue, Sunrise, FL 33351

145. WELLEBY NW QUADRANT 110-48 B PORTION OF PARCEL 3-C DESC AS, COMM AT SE COR OF SAID PARCEL, WLY 32.57,NELY 225.21 TO POB, CONT NELY 24.33,NWLY 90,SWLY 24.33,SELY 90 TO POB AKA: LOT 1,BLK A SOUTHPOINTE AT WELLEBY

Owner(s)- Joseph Choueiki

AKA – 3588 NW 111 Avenue, Sunrise, FL 33351

THE ORIGINAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHPOINTE HOMEOWNERS ASSOCIATION ("Declaration") made the 25th day of April, 1983, by SOUTHPOINTE ASSOCIATES, a Florida General Partnership, its successors and assigns ("Developer") and joined in by SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association") and recorded at Book 10815, Page 1 et. Seq. of the Official Records of Broward County, Florida, provides as follows:

WITNESSETH:

WHEREAS, Developer is the owner or intends to acquire and develop certain real property to be known as Southpointe, described in Exhibit A, attached to and made a part hereof as Exhibit A; and

WHEREAS, the real property described in Exhibit A will be subjected to the covenants, restrictions, charges and liens set forth herein; and

WHEREAS, Developer intends to develop the real property in accordance with the general pattern of development to be described in the Site Plan of Southpointe prepared by Richard A. Lefcourt, AIA, under Comm. No. 8222, dated December 18, 1982 (hereinafter sometimes referred to as the "Site Plan"); and

WHEREAS, the Association shall acquire from Developer certain real property within Southpointe on which there shall be permanent garden areas, open spaces, recreation areas, utility lines, roadways, drainage, and other common areas and facilities; and

WHEREAS, the Association shall provide for the preservation of the values and amenities in Southpointe; and

WHEREAS, Developer acquires additional real property described in Exhibit B hereto Developer may subject said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth in this Declaration.

NOW, THEREFORE, the Association and Developer declare that the real property described in Exhibit A and Exhibit B, shall upon acquisition by Developer and upon the subjecting of such property to this Declaration as hereinafter set forth, be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I. DEFINITIONS

The following definitions shall be applicable to this Declaration, in addition to any other definitions set forth herein:

"Assessment", regular Assessments to defray the regular common expenses of the Association, Special Assessments for construction of recreation or other capital facilities on the property owned by the Association, or other Special Assessments levied by the Association in accordance with this Declaration, the Articles of Incorporation of the Association, or By-Laws of the Association.

"Association", Southpointe Homeowners Association, Inc., a Florida corporation not for profit, which shall have its principal place of business in Sunrise, Florida.

"Developer", Southpointe Associates, or its successors or assigns which have the same relationship to the Properties as Southpointe Associates, has.

"Common Areas", all of the real properties including any improvements and fixtures thereon, owned or leased by the Association for the common use and enjoyment of its Members, including the garden areas, open spaces, recreation area and facilities, common utility lines, roadways, drainage, and other common areas and facilities.

"Lot", the land owned by Developer which shall be conveyed to an owner with a Unit, which may be used interchangeably with the term "Unit" hereinafter defined.

"Member", those Persons who own Lots or Units and are designated as members of the Association in this Declaration.

"Occupant", a natural person who lives in a Unit.

"Owner", the record fee simple title owner to a Unit or the holder of a ninety-nine (99) year leasehold interest in a Unit renewable forever, but excluding those having an interest in a Unit merely as security for the performance of an obligation.

"Person", any individual, corporation, partnership, governmental agency, estate, trust, association or any other legal entity.

"Properties", (1)the land described in Exhibit A, and (2)the land described in Exhibit B upon acquisition thereof by Developer and the addition of such land to the provisions of this Declaration as hereafter provided.

"Site Plan", the Site Plan of Southpointe prepared by Richard A. Lefcourt, AIA, under Comm. No. 8222, dated December 18, 1982, as the same may be amended or modified from time to time.

"Unit", any dwelling unit constructed upon a Lot in the Properties, which may be used interchangeably with the term "Lot", above defined.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

1. PROPERTY.

(a) The real property which is and shall be held, transferred, sold, conveyed, occupied and used subject to this Declaration is located in Broward County, Florida, and is more particularly described in Exhibit "A" hereof and shown on the Site Plan.

(b) As and when the initial development shall be expanded, Developer, in Developer's sole discretion may (but shall not be required to) from time to time add all or any part of the land described in Exhibit B to the Properties, thereby subjecting such land to the provisions of this Declaration, by recording any amendment to this Declaration describing the land to be added, by recording the Site Plan (or amendments thereto) showing the land to be added, or by any other means which will have the effect of subjecting said land to the provisions of this Declaration.

2. DEVELOPMENT OF SOUTHPOINTE-CONVEYANCE OF COMMON AREAS TO ASSOCIATION.

(a) The property encompassed in the Site Plan of Southpointe and described in Exhibit A and Exhibit B of this lease is planned as a residential community of not more than one hundred thirty-six (136) single family townhouse Units to be constructed in twenty-two (22) buildings in six (6) separate phases. As each phase is developed by the Developer and subjected to the provisions of this Declaration as set forth in subparagraph 1(b) of Article II hereof, the Common Areas within such phase shall be conveyed to the Association, subject to all of the restrictions, easements and conditions under which Developer holds such real property.

(b) Developer may convey the Common Areas to the Association in either improved or unimproved condition and the Association must accept such property when conveyed.

(c) Developer may retain legal right and title to the Common Areas or portions thereof until such time as it has completed construction of all Units and other improvements on all of the Properties.

(d) The Association shall not accept conveyances of real property, either improved or unimproved, from any third party without the prior written consent of Developer, so long as Developer owns any of the land described in Exhibit A or Exhibit B hereof.

(e) In making any conveyances of real property to the Association, the Developer at its option may retain, reserve and grant perpetual non-exclusive easements, rights of way and other rights as it shall deem necessary or desirable including, but not limited to, easements of ingress and egress over the private roads to and from the public highways and for the use, installation, maintenance, repair and replacement of utility lines, pipes, conduits, and appurtenances, roadways, drainage facilities, and recreation areas and facilities including, without limitation, any swimming pools, clubhouse, tennis courts, and other recreation facilities for the benefit of all existing or future owners of all or any part of the real property described in Exhibit B hereof.

(f) Neither this Declaration nor the Site Plan shall bind the Association, the Developer or the owner of any real property described herein to make the proposed additions or to adhere to the Site Plan in connection with the development of the land described in Exhibit A or Exhibit B hereof; and nothing in this Declaration bind the Association, the Developer or the owner of such real property to complete the construction of any improvements not actually constructed and completed; nor shall this Declaration nor any supplement hereto shall give or grant any right, title or lien, legal or equitable, to the Association or the Members thereof in any piece or parcel of real property situated within the land described in Exhibit A or Exhibit B of this Declaration, other than the real property actually conveyed to the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. MEMBERSHIP. The Owners of all Lots or Units located within the Properties shall upon acquisition of title thereto automatically become a Member of the Association.

2. VOTING RIGHTS. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Lot. The one membership vote for a Lot may be exercised or casted by the Owner or Owners of each Lot in such manner as may be provided in the By-Laws. Should any Member own more than one Lot, such Member shall be entitled to exercise or cast as many votes as lots he owns. Notwithstanding anything herein to the contrary, until such time as (a) all of the Lots and all of the land descried in Exhibits A and B of this Declaration and the improvements which may be hereafter constructed thereon have been conveyed by fee title to the ultimate purchasers, or (b) ten (10) years after the filing of the Articles of Incorporation of the Association, the subscribers to the Articles of Incorporation or their designated replacements shall be entitled to cast all of the votes on all maters on which the membership shall be entitled to vote.

ARTICLE IV
PROPERTY RIGHTS IN COMMON AREAS

1. MEMBERS EASEMENTS OF ENJOYMENT TO THE COMMON AREAS. Subject to the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, every Member shall have a right and easement of enjoyment in and to any Common Areas of the Association as the same now or hereafter exist. Such easements shall be appurtenant to and pass with title to every Lot and Unit. Notwithstanding the above, the Association may charge fees for the use of recreation facilities by guests of Members and may charge fees for use of facilities by guests of Members and may charge fees for use of facilities when necessary to defray costs incident to such use, such as a fee (or deposit) for clean-up of a party room.

2. PROHIBITION OF USE AND ENJOYMENT FOR NON-PAYMENT OF ASSESSMENT. In the event that any Member fails to pay any Assessment when due the association of ninety (90) days or more, the Association may suspend such Member's rights and the rights of the Occupants of such Member's Unit to use any of the recreation facilities which are part of the Common Areas of the Association notwithstanding the Member's easement of enjoyment to such Common Areas. Such suspension may continue until full payment of any balance due the Association. The foregoing remedy contained in this Section 2 of Article IV, shall not be construed to be the sole and exclusive remedy for failure to pay an assessment when due. The Association shall have all other legal remedies and equitable remedies set forth herein or provided by law.

3. OPEN AREAS.

(a) PARKING RIGHTS. The Association may maintain upon the Common Areas of the Association parking spaces for Owners, Occupants, visitors and guests. The use of such parking spaces by Owners, Occupants, visitors and guests shall be subject to duly adopted Rules and Regulations of the Association. The Developer shall assign to each Unit Owner at least one (1) parking space as close to and as convenient to said Unit as is feasible and practicable as determined by Developer in Developer's sole discretion.

(b) ROADWAYS. Any portion of the Common Areas shown as "roadways" and all improvements thereon shall be kept and maintained as private roadways to provide a means of ingress and egress: (1) to and from publicly-dedicated streets located outside the Properties; and (2) between all portions of the Properties. Street lights and utility lines may be installed on the roadways. The Developer and the Association each reserve the right to dedicate all or any portion of the roadways to the public authority.

ARTICLE V.
DUTIES OF THE ASSOCIATION

1. MAINTENANCE. The Association at its expense shall keep and maintain in good condition and repair all roadways, recreation areas and facilities, any sewer collection systems, water distribution systems, drainage facilities, streetlights, sprinkler systems including wells and pumps, entry features including directories, directional signs, and landscaping and all other Common Areas.

2. TAXES AND ASSESSMENTS. The Association shall pay all taxes and assessments levied against the Common areas prior to delinquency.

3. UTILITIES. The Association shall pay for all street lighting and for all of the utilities used or consumed in the recreation and other Common Areas.

4. INSURANCE. The Association shall obtain and pay for hazard insurance protecting the recreation facilities where appropriate and other insurable portions of the Common Areas at least against fire and other hazards insured against under so-called "extended coverage" endorsements, in such amounts as the Association deems proper. Further, the Association shall obtain comprehensive general liability insurance, naming members of the Board of Directors of the Association and the Developer as additional insureds, such insurance to afford protection to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury or death to one or more than one person and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with respect to property damage. The Association may further obtain such other insurance, as the Association shall deem proper. The cost of all such insurance shall be a common expense paid for by the Members pursuant to the regular Assessments of the Association.

ARTICLE VI
COVENANT FOR PAYMENT OF ASSESSMENT LIEN

1. REGULAR ASSESSMENT. Each Owner of a Unit and Lot by the acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to have covenanted and agreed to pay the Association: annual Assessments, special Assessments and other charges as provided for in the Articles of Incorporation and By-Laws.

2. PURPOSE OF REGULAR ASSESSMENT. The purpose of the regular Assessment is to obtain funds for payment of the expenses of the Association so that the Association may operate, maintain, improve and repair the Common Areas and property owned by the Association as provided for in this Declaration, the Articles of Incorporation and By-Laws of the Association, and to promote the recreation, health, safety and welfare of the Members of the Association.

3. SPECIAL ASSESSMENT CONSTRUCTION. In addition to regular Assessments, the Association may authorize a special assessment for the construction, alteration, renovation, modification or reconstruction of the recreation facilities or other capital items in the Common

Areas. If such work costs in the aggregate of FIFTEEN THOUSAND DOLLARS (\$15,000.00) or more, and shall not be necessary by fire, other casualty, or by reason of ordinary wear, tear or depreciation, it shall be undertaken only if approved by a majority of the Board and Members of the Association voting at an annual or special meeting.

4. SPECIAL ASSESSMENTS AGAINST MEMBERS FOR NON-COMPLIANCE WITH THIS DECLARATION. In the event that any Member of the Association or an Occupant of such Member's Unit shall violate the provisions of this Declaration, and if as a result of such violations the Association shall incur costs and expenses (including, without limitation, attorneys' fees, court costs and similar expenses), then the Association may levy a special Assessment against the Member which shall be paid within thirty (30) days from receipt by the Member of written notice of such special Assessment.

5. INTEREST – LATE PAYMENT CHARGE. In the event that any Assessment shall not be paid within thirty (30) days from the date it is due, then such Assessment shall bear interest from the due date at an interest rate to be determined by the Board of Directors in advance, but in no event more than the highest lawful rate permitted to be paid by individuals under the laws of the State of Florida. In addition, if any Assessment shall not be paid within ten (10) days from the date due, the Association may impose a late payment charge in the amount of TWENTY-FIVE DOLLARS (\$25.00) as provided in the By-Laws of the Association.

6. LIEN OF THE ASSOCIATION. The Association shall have a lien upon the Unit and Lot of any Member not paying any Assessment within ten (10) days from the date it is due, including any interest or late payment charge levied in accordance with the provisions of this Declaration, and any cost of collection including attorneys' fees and court costs.

7. FILING CLAIM OF LIEN. The lien herein granted shall be effective from and after the date of recording a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state the description of the Lot encumbered thereby, the name of the Owner, the amount then due, and the date it became due. The lien shall continue in effect until all sums secured thereby, including, without limitation, attorneys' fees and court costs, shall have been fully paid and the lien satisfied or discharged. The lien may be foreclosed in the same manner as real estate mortgages may be foreclosed.

8. PERSONAL OBLIGATION TO PAY ASSESSMENTS. In addition to the lien encumbering any Member's Unit and Lot, the Member shall have a personal obligation to the Association to pay such Assessment, and shall remain personally obligated to the Association to pay such Assessment, notwithstanding the imposition of the lien or the initiation of proceedings to enforce the Association's lien rights. The obligation to pay the Assessment shall further be binding upon all grantees or other transferees of the Unit and upon the heirs, executors, administrators, personal representatives and assigns of the Owner, except as hereinafter provided with respect to institutional first mortgagees and Persons claiming by or under them. Any prospective purchaser or other transferee may request the Association to issue a written statement of Assessments owed, which may be relied upon for all purposes.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of any Assessment provided for herein, whether regular or special, shall be subordinate to the lien of any first mortgage of any institutional lender now or hereafter placed upon the Unit and Lot of any Member. In institutional lender is defined as a state or federally chartered savings and loan association or bank, insurance company, real estate investment trust, Massachusetts business trust, or such other lending institution commonly defined as institutional. Any institutional lender acquiring title to a Unit and Lot, either through foreclosure or through a conveyance in lieu of foreclosure, or any purchaser at foreclosure sale pursuant to a first mortgage from institutional lender, and any Person claiming by or through any one of them, shall take title free and clear of any lien of the Association for any past-due Assessment.

10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the Assessments, charges and lien created hereunder: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use, and (b) all property owned by the Association and (c) all property owned by the Developer.

11. NON-USE OF FACILITIES. No member may waive or otherwise escape liability for the Assessments provided herein by the non-use or abandonment of any rights conferred upon such Member under this Declaration.

ARTICLE VII. RESTRICTIONS

1. USE RESTRICTIONS. The Developer imposes the following restrictions on the use of the Properties comprising Southpointe as the same now exists or may be hereinafter amended. The Board of Directors of the Association may adopt such other and further Rules and Regulations not inconsistent herewith governing the use of the Units and Common Areas by the Owners, Occupants and their guests.

(a) Pets. Unit Owners and Occupants are permitted to keep only household pets such as dogs and cats, but only within the confines of their Unit. Pets shall always be walked on a leash and not be permitted to run free.

(b) Window Covers. No Unit Owner or Occupant may cover the inside or outside of any Unit window with any paper, aluminum foil or other non-permanent window treatment. Only blinds, drapes or other decorator window treatments are permitted.

(c) Signs. No Unit Owner may place a "For Sale", "For Rent" or such other sign within or upon the area contained within or upon said Unit Owner's Unit or Lot or upon the Common Areas of the Association in such manner as to advertise the sale or lease of such Unit; provided, however, that the Developer shall have the right to place "For Sale", "For Rent" or any other signs

within or upon a Unit or a Lot or upon the Common Areas of the Association and to otherwise advertise or promote the sale of Units on the Properties.

(d) Parking Spaces – Vehicles. Unit Owners and Occupants shall use only the assigned parking spaces for automobiles owned by said Unit Owner or Occupants, and no others. Only automobiles, motorcycles, motor scooters, mopeds or the like may be parked in automobile parking spaces. All other vehicles such as trucks, recreational vehicles, vans, trailers, campers and boats shall be parked only in areas reserved for such purposes by the Association on the Common Areas of the Association and designated as such, except vans that are used as passenger vehicles provided they carry no signs or advertising. Unit Owners shall not repair any of the foregoing vehicles on any portion of their Lot or the Common Areas of the Association.

(e) Changes in Unit or Lot. No Unit Owner or Occupant shall make any structural change, modification or addition to the inside of a Unit or to the outside of a Unit or Lot or any decorative changes to the outside of a Unit or Lot without first obtaining the written approval of the Developer or the Association.

(f) Garbage and Trash Containers. All garbage or trash containers, oil tanks and bottle gas tanks must be placed in walled or fenced areas so that they cannot be visible from any street.

(g) Nuisance. Nothing shall be done which may be or may become an annoyance or nuisance to the other Unit Owners or Occupants, either public or private in nature.

(h) Storage of Materials. No lumber, metals, bulk material, refuse or trash shall be burned, kept, stored or allowed to accumulate on any portion of the Lot of a Unit Owner, except in walled or fenced areas so that they shall not be visible from any street.

(i) Trade or Business. Except as expressly permitted herein or by the Rules adopted by the Association, no industry, business, trade or profession of any kind shall be conducted, maintained or permitted on the Properties; provided, however an Occupant may use a portion of his Unit for his office or studio, provided the Board of Directors of the Association shall not determine that the activities therein interfere with the quiet enjoyment or comfort of other Occupants or that such use results in the Unit's becoming principally an office, school or studio as distinguished from a dwelling.

(j) Repair of Units. Unit Owners shall make all necessary repairs and replacements to the outside of their Unit and shall maintain the outside of their Unit in good condition and repair, clean, in accordance with all applicable laws, statutes and ordinances of public authority, and in accordance with any Rules of the Developer or the Association. Unit Owners shall maintain any green, yard or exterior areas forming part of their Lot in a clean and attractive condition.

2. EXEMPTION OF DEVELOPER. So long as Developer owns any Unit or Lot it is expressly exempt from the restrictions herein imposed or hereinafter imposed by the Board of Directors of the Association or the Developer.

3. ENFORCEMENT. The Developer or the Association shall have the right to enforce the restrictions set forth above. If within fifteen (15) days after written notice of a violation a Unit Owner or Occupant shall not have corrected the violation, the Developer or the Association shall have the right to institute any legal proceedings believed to be in the best interest of the Association. Further, if in the sole opinion of the Developer or the Association an emergency situation exists, the Developer or the association shall have the right to take such action as may be required to alleviate the emergency, giving only such oral notice as may be reasonable in the circumstances.

ARTICLE VIII.
EASEMENTS

1. UTILITY EASEMENTS. Perpetual easements on the Properties to provide utility services, including the right to install, construct, repair, maintain, replace and inspect all utility lines, mains, wires, conduits, pipes and other utility facilities and appurtenances are hereby reserved and granted to the Developer and Association, including the right of access over the Properties as required in connection with the foregoing rights. In addition, the Developer or the Association may grant to any City, county or state government or agency thereof, or any licensed franchise public utility, any utility easements, by the written consent of Developer must be first obtained so long as Developer owns any real property in the land described in Exhibit A and Exhibit B.

2. ACCESS AND RIGHT-OF-WAY. The Developer, its agents, contractors and employees, the Association, its agents, contractors and employees, and all Owners and Occupants, their families, guests, licensees, invitees, mortgagees and lessees, shall have the perpetual and non-exclusive right of ingress, egress, access and passage to, from and over all Common Areas subject to Rules adopted by Developer or the Association and approved by Developer so long as Developer owns any land in the Properties.

3. ENCROACHMENTS. Easements for encroachments caused by minor inaccuracy of survey or in construction or reconstruction of any building or Common Area or facility or caused by settlement or movement, and including easements for the maintenance and use of the encroaching improvements in favor of each Member of the Association or the designees are hereby created, provided such encroachments are not intentionally created.

4. SUPPORT EASEMENTS. Cross easements for support and use of any common structural element in favor of the Developer, Association and the Owners of Units which utilize common structural elements are hereby created for so long as the building or structure stands including the continued use, benefit, enjoyment, support and service, and the right of maintenance, repair, replacement and access to said common structural elements.

5. EASEMENTS RESERVED TO DEVELOPER. The Developer reserves the right and easement to go upon all portions of the Common Areas and Properties (including the inside of a Unit provided that reasonable oral notice is given), for the purpose of developing, constructing, reconstructing, improving, repairing, maintaining, inspecting, selling, or otherwise dealing with any portion of the Common Areas or any building, Unit or Lot on the Properties.

6. EASEMENT TO USE COMMON AREAS. The Developer reserves the right and easement for the benefit of the Developer and any future owners designated by the Developer of the land described in Exhibit B for the perpetual and non-exclusive right and easement to tie into, use, maintain, repair and replacement (a) the private roadways leading to the public roads constructed from time to time on the land described in Exhibit A (the "Roadways"), and (b) the sanitary sewer, storm water, water, electric, telephone, T.V. Cable, and all other utility pipes, wires, conduits, lines, facilities and appurtenance located from time to time on the land described in Exhibit A (the "Utility Facilities"); together with the right of reasonable ingress and egress and the right to go upon the land in connection with the use and enjoyment thereof. The cost of maintenance, repair and replacement of the Roadways and Utility Facilities shall be borne pro rata by the owners of all constructed buildings on the land described in Exhibit A and the land described on Exhibit B which use such Roadways or Utility Facilities, as the case may be.

ARTICLE IX.
PARTY WALLS

1. USE.

(a) Every Person who shall accept or receive any instrument of conveyance of a Unit, and every Member, by acceptance of title to his or her Unit, shall be deemed to have accepted the party wall covenants set forth in this Article IX.

(b) Each wall which is built as a part of the original construction of the Units and forming a common wall or boundary between two Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(c) The parties owning the Units divided by the Party Wall shall have the right to use it jointly. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original materials forming said wall.

2. MODIFICATION OF PARTY WALL.

(a) Neither party, nor his heirs, assigns or successors in title, may extend or increase the height of the party wall except upon the written approval of the other party, his heirs, assigns or successors, and the written approval of the Owner and holder of any mortgage on the Unit of such other party, his heirs, assigns or successors. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundations of the buildings.

(b) In the event of such extension or increase in the height of the wall, the other party, his heirs, assigns or successors in title, shall have the right to use the extended or heightened part of the wall by paying to the constructing party one-half of the costs of such part of the wall, as he shall use.

(c) Any extension or increased height of the wall shall be a party wall, become part of the existing wall and be subject to the terms hereof.

3. DAMAGE.

(a) In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of either party thereto, the parties shall, at their own expense, repair or rebuild said wall and each party, his successors and assigns, shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either party's negligence or willful misconduct caused damage or destruction of said wall, such negligence or willfully mischievous party shall bear the entire cost of repair or reconstruction. If either party shall refuse to pay his share, or all of such cost in the case of negligence or willful misconduct, the other party may have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs. If either or both parties shall give, or have given, a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at this option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the parties.

(b) All repairs or rebuilding shall be in accordance with the plans and/or specifications of a registered architect and/or engineer and in conformity with the applicable building codes.

4. NON-USE. If either party shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the other party who shall have an easement upon the land under the wall so long as the wall be used by him.

5. ACCESS.

(a) In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent parcel shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a reasonable and workmanlike manner, and consent is hereby given to enter on adjacent property to effect necessary repairs and reconstruction.

(b) Each part and his heirs, assigns and successors, is hereby licensed by the other to enter upon the other's Unit or Lot to make repairs or rebuild the wall as provided hereby.

6. OTHER USE. Each party, his heirs, assigns and successors, shall have the full right to use the party wall for the support of beams and structural materials or in any other lawful manner

not prohibited hereby; provided, however, that such use shall not injure, impair the strength of or endanger the wall, foundation or other portion of the building or the premises of the other party, and shall not impair or endanger the party wall benefits and support to which the adjoining building is entitled. All further use shall be subject to the terms of this Article.

7. APPLICATION. This Article shall be deemed to apply to any existing party wall, all extensions thereof and all replacement walls.

ARTICLE X. GENERAL PROVISIONS

1. BINDING EFFECT – DURATION. The covenants, liens, easements and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Developer, Association, and the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, unless otherwise provided herein. Upon the expiration of said thirty (30) years, this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the then Members of the Association and joined by approval of all institutional first mortgagees of Members has been recorded, agreeing to any changes, of the covenants, easements and restrictions in the Declaration.

2. ENFORCEMENT. The provisions of this Declaration, the Articles and the By-Laws may be enforced by the Developer, the Association and other Owners of any lands subject to this Declaration. All rights and remedies set forth in this Declaration shall be an addition to all other rights and remedies available in law and in equity, and the exercise of any rights or remedies shall not preclude the subsequent exercise of any other rights or remedy, whether set forth herein or available under legal or equitable rules of law.

3. NOTICE. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when delivered to the Unit of a Member who is also an Occupant, or when mailed postpaid, to the last known address of the Person who appears as a Member or Owner on the records of the Association at the time of such mailing. Notices to the Developer shall be given by certified mail, postpaid to the address set forth in the first Paragraph of this Declaration or at such other address or the Developer or the Association may designate from time to time.

4. WAIVER. The failure of the Developer, Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. SEVERABILITY. The invalidation of any one of these covenants, easements, liens or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

ARTICLE XI.
AMENDMENTS AND MISCELLANEOUS

1. AMENDMENTS.

(a) So long as Developer is the owner of any real property in the land described in Exhibits A or B, or any amendment or modification thereof, then the Developer may from time to time amend this Declaration in any way without the consent or joinder of any Unit Owner by filing a duly executed and acknowledged amendment to this Declaration; provided, however, that in any event Developer's power to amend shall expire ten (10) years from the date this Declaration is first recorded.

(b) Upon the earlier to occur of the sale and conveyance of all of the Units to the ultimate purchasers thereof, or the expiration of ten (10) years from the date this Declaration is first recorded, this Declaration, as thus amended, may be amended by vote of a majority of the Unit Owners at an annual meeting or Special Meeting called for such purpose pursuant to the By-Laws of the Association. Prior to such time this Declaration may only be amended by the Developer as provided in Paragraph (a) above.

2. EXHIBITS. All Exhibits attached to this Declaration of Covenants and Restrictions are incorporated by reference as if fully written in each place to which reference is made.

ARTICLE XII.
DISCLAIMER

Neither this Declaration or the Site Plan shall bind the Developer, the Association and/or the owner of any real property described therein to make any improvements, additions or to adhere to the Site Plan in any development of the land shown or described on the Site Plan or this Declaration; and nothing in this Declaration or any amendment thereto shall bind the Developer, the Association or the owner of any such real property to complete the construction of any improvement not actually constructed and completed; nor shall this Declaration or any amendment thereto give or grant any right, title or lien, legal or equitable, to the Association or the Members thereof in and to any piece or parcel of real property situated and contained within the land described in this Declaration or shown on the Site Plan, other than the real property actually conveyed to the Association.

ARTICLE XIII.
JOINDER BY RECORD TITLE HOLDER'S

This revived Declaration and the Articles of Incorporation and By-Laws attached here to has been proposed by the Organizing Committee and was approved by a majority of the Parcel Owners at a Duly Noticed Meeting held on April 25, 2026 at 10:30AM at which time 77 Parcel Owners

approved this revived Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws for Southpointe Homeowners Association, Inc:

NOW THEREFORE, the undersigned members of the Organizing Committee, established pursuant to Chapter 720.405(1), Florida Statutes hereby certify that this Revived Declaration attached is a true and correct copy of the Revived Declaration as approved by the Owners of Lots and/or Units subject to this Declaration in accordance with the provisions of Sections 720.403-407, Florida Statutes.

IN WITNESS WHEREOF, the Organizing Committee has caused this REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS, ARTICLES OF INCORPORATION, AND BY-LAWS SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC. to be executed for recording this 17 day of August, 2026.

Witness:

By: [Signature]
Print: Emilie Jerome
Address: 310 SE 13 Street
Fort Lauderdale FL, 33316

By: [Signature]
Printed Name: Steven Gilbert
Title: Member of Organizing Committee

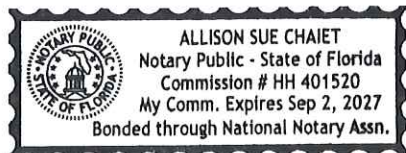
By: [Signature]
Print: Tia Powell
Address: 310 SE 13th Street
Fort Lauderdale, FL
33316

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was executed before me this 17th day of August, 2026 by Steven Gilbert, member of the Organizing Committee of Southpointe Homeowners Association, Inc. established pursuant to Chapter 720.405(1), Florida Statutes, who, upon being duly sworn, acknowledged to me that they signed the foregoing document and was personally known to me or produced a Florida drivers' license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 17th day of August, 2026.

[Signature]
NOTARY PUBLIC



My commission expires: 9/2/27

Witness:

By:

Print:

Address: Emilie Jerome
310 SE 13 street
Fort Lauderdale, FL 33316

By:

Printed Name: Jesus Fonte

Title: Member of Organizing Committee

By:

Print:

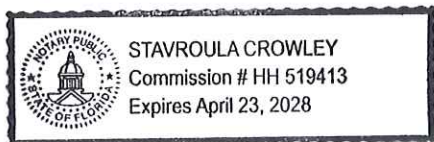
Address: Ashley Zon
310 SE 13th ST.
Fort Lauderdale, FL 33316

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was executed before me this 17th day of August, 2026 by Jesus Fonte, member of the Organizing Committee of Southpointe Homeowners Association, Inc. established pursuant to Chapter 720.405(1), Florida Statutes, who, upon being duly sworn, acknowledged to me that they signed the foregoing document and was personally known to me or produced a Florida drivers' license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 17th day of August, 2026.



NOTARY PUBLIC

My commission expires: 4-23-28

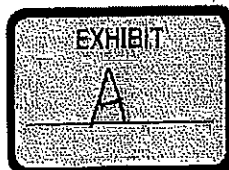
This Instrument Prepared by and Return to
C. Mark Reed, Esq.
Valancy & Reed, P.A.
310 S.E. 13th Street
Fort Lauderdale, Florida 33316
(954) 463-1600

Legal Description of Land Constituting the
Original Property (Phase I on Site Plan)

Portions of Parcel 3C, "Wellsby N.W. Quadrant" according to the plat thereof, as recorded in Plat Book 110, Page 48 of the Public Records of Broward County, Florida. Said lands lying in Section 19, Township 49 South, Range 41 East, City of Sunrise, Broward County, Florida being more particularly described as follows:

Begin at the southeast corner of said Parcel 3C; thence south $89^{\circ}58'05''$ west for a distance of 105.66 feet along the southerly boundary of said Parcel 3C; thence north $00^{\circ}01'55''$ west for a distance of 115.00 feet; thence south $89^{\circ}58'05''$ west for a distance of 35.00 feet; thence north $00^{\circ}01'55''$ west for a distance of 100.62 feet; thence north $26^{\circ}12'15''$ east for a distance of 177.39 feet; thence south $63^{\circ}47'45''$ east for a distance of 200.00 feet to a point on the westerly right-of-way line of Hiatus Road (said point bearing north $62^{\circ}38'27''$ west from the radius point); thence southwesterly along said circular curve to the left having radius of 1732.25 feet and a central angle of $10^{\circ}14'46''$ for an arc distance of 309.78 feet to the point of beginning (said last mentioned course was along the westerly right-of-way line of Hiatus Road).

Said lands containing 1.381 acres (60,231) square feet) more or less.



Additional Land Which May Be Added
to the Properties

Portions of Parcel 3C, "Welleby N.W. Quadrant" according to the plat thereof, as recorded in Plat Book 110, Page 48 of the Public Records of Broward County, Florida. Said lands lying in Section 19, Township 49 South, Range 41 East, City of Sunrise, Broward County, Florida being more particularly described as follows:

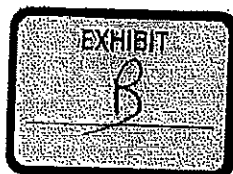
PARCEL 1 (Phase 2 Shown on the Site Plan)

Begin at the southwest corner of said Parcel 3C; thence north 00°01'55" west for a distance of 424.34 feet along the easterly right-of-way line of the central and south Florida Flood Control District (C.S. F.F. C.D.) Canal C-42; thence north 89°58'05" east for a distance of 154.00 feet; thence south 00°01'55" east for a distance of 138.67 feet; thence north 89°58'05" east for a distance of 116.20 feet; thence south 63°47'45" west for a distance of 68.34 feet; thence north 89°58'05" east for a distance of 48.47 feet; thence south 26°12'15" west for a distance of 44.41 feet; thence south 00°01'55" east for a distance of 100.62 feet; thence north 89°58'05" east for a distance of 35.00 feet; thence south 00°01'55" east for a distance of 115.00 feet; thence south 89°58'05" west for a distance of 405.34 feet along the southerly boundary of said Parcel 3C to the point of beginning.

Said lands containing 2.913 acres (126,911 square feet) more or less.

PARCEL 2 (Phase 3 Shown on the Site Plan)

Commence at the southwest corner of said parcel 3C; thence north 00°01'55" west for a distance of 424.34 feet along the easterly right-of-way line of the Central and South Florida Flood Control District (C.S. F.F. C.D.) Canal C-42 to the point of beginning; thence continue north 00°01'55" west along said C.S.F.F.C.D. Canal C-42 easterly right-of-way line for a distance of 188.67 feet; thence north 89°58'05" east for a distance of 154.00 feet; thence south 00°01'55" east for a distance of 125.01 feet; thence north 89°58'05" east for a distance of 90.00 feet; thence north 00°01'55" west for a distance of 188.67 feet; thence north 89°58'05" east for a distance of 69.75 feet; thence south 46°03'57" east for a distance of 195.20 feet; thence south 30°03'27" west for a distance of 156.47 feet; thence south 63°47'45" east for a distance of 70.20 feet; thence south 26°12'15" west for a distance of 132.98 feet; thence south 89°58'05" west for a distance of 48.47 feet; thence north 63°47'45" west for a distance of 68.34 feet; thence south 89°58'05" west for a distance of 116.20 feet; thence north 00°01'55" west for a



distance of 138.67 feet; thence south 89°58'05" west for a distance of 154.00 feet to the point of beginning.

Said lands containing 2.582 acres (112,463 square feet) more or less.

PARCEL 3 (Phase 4 Shown on the Site Plan)

Begin at the northwest corner of said Parcel 3C; thence north 89°58'05" east along the northerly boundary of said Parcel 3C for a distance of 283.67 feet; thence south 00°01'55" east for a distance of 120.00 feet; thence south 49°21'30" west for a distance of 52.25 feet; thence south 00°01'55" east for a distance of 357.99 feet; thence north 00°01'55" west for a distance of 125.01 feet; thence south 89°58'05" west for a distance of 90.00 feet; thence north 00°01'55" west for a distance of 154.00 feet to a point on the easterly right-of-way line of the Central and South Florida Flood Control District (C.S.F.F.C.D.) Canal C-42; thence north 00°01'55" west along said C.S.F.F.C.D. Canal C-42 easterly right-of-way line for a distance of 386.99 feet to the point of beginning.

Said land containing 2.551 acres (111,112 square feet) more or less.

PARCEL 4 (Phase 3 Shown on the Site Plan)

Commence at the northwest corner of said Parcel 3C; thence north 89°58'05" east for a distance of 283.67 feet to the point of beginning; thence continue north 89°58'05" east for a distance of 46.33 feet to the most northerly northeast corner of said Parcel 3C; thence south 46°03'57" east for a distance of 354.34 feet (said last mentioned three courses were along the northerly and northeasterly boundary of said Parcel 3C); thence south 43°56'03" west for a distance of 90.00 feet; thence south 46°03'57" east for a distance of 118.43 feet; thence south 43°56'03" west for a distance of 154.00 feet; thence north 46°03'57" west for a distance of 195.20 feet; thence south 89°58'05" west for a distance of 69.76 feet; thence north 00°01'55" west for a distance of 169.32 feet; thence north 49°21'30" west for a distance of 52.25 feet; thence north 00°01'55" west for a distance of 120.00 feet to the point of beginning.

Said lands containing 2.261 acres (98,482 square feet) more or less.

PARCEL 5 (Phase 4 Shown on Site Plan)

Begin at the most easterly northeast corner of said Parcel 3C; thence southwesterly along a circular curve to the left having a radius of 1732.25 feet and a central angle of 10°35'30" for an arc distance of 320.22 feet (said last mentioned course was along the westerly right-of-way line of Hialeah Road) to a point (said point bearing north 62°38'27" west from the radius point); thence north 63°47'45" west for a distance of 270.28 feet; thence north 30°03'27" east for a distance of 156.47 feet; thence south 46°03'57" east for a distance of 64.80 feet;

thence north 43°56'03" east for a distance of 134.00 feet;
thence north 46°03'57" west for a distance of 118.43 feet;
thence north 43°56'03" east for a distance of 90.00 feet;
thence south 46°03'57" east for a distance of 286.03 feet to
the point of beginning (said point bearing north 52°02'57" west
from the radius point).

Said lands containing 1.993 acres (86,796 square feet) more or
less.

LEGAL DESCRIPTION
SHIMMIRE PROPERTIES SALE TO SOUTHPOLITE ASSOCIATES
PAGE 11

Portion of Parcel 30, "WELLSBY N.W. QUADRANT" according to the Plat thereof, as recorded in Plat Book 110 at Page 40 of the Public Records of Broward County, Florida, said lands lying in Section 19, Township 40 South, Range 41 East, City of Sunrise, Broward County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Parcel 30; thence North $00^{\circ}01'55''$ East for a distance of 424.34 feet along the easterly right-of-way line of the Central and South Florida Flood Control District (C.S.F.F.C.D.) Canal C-42; thence North $89^{\circ}58'05''$ East for a distance of 154.00 feet; thence South $00^{\circ}01'55''$ East for a distance of 128.67 feet; thence North $89^{\circ}58'05''$ East for a distance of 110.20 feet; thence South $63^{\circ}47'45''$ East for a distance of 68.34 feet; thence North $89^{\circ}58'05''$ East for a distance of 48.47 feet; thence South $26^{\circ}12'15''$ West for a distance of 44.41 feet; thence North $00^{\circ}01'55''$ East for a distance of 100.62 feet; thence North $89^{\circ}58'05''$ East for a distance of 35.00 feet; thence South $00^{\circ}01'55''$ East for a distance of 115.00 feet; thence South $89^{\circ}58'05''$ West for a distance of 395.34 feet along the southerly boundary of said Parcel 30 to the Point of Beginning. Said lands containing 2.917 acres (126,911 sq. ft.) more or less.

LAND DESCRIPTION
PHASE 3

A PORTION OF PARCEL 30, "WELLEY N. W. QUADRANT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL 30; THENCE NORTH 00° 01' 55" WEST FOR 424.34 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE CENTRAL AND SOUTH FLORIDA FLOOD CONTROL DISTRICT (C.S.F.F.C.D.) CANAL C-42 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 01' 55" WEST ALONG SAID C.S.F.F.C.D. CANAL C-42 EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 188.67 FEET; THENCE NORTH 89° 58' 05" EAST FOR 154.00 FEET; THENCE SOUTH 00° 01' 55" EAST FOR 125.01 FEET; THENCE NORTH 89° 58' 05" EAST FOR 90.00 FEET; THENCE NORTH 00° 01' 55" WEST FOR 188.67 FEET; THENCE NORTH 89° 58' 05" EAST FOR 69.75 FEET; THENCE SOUTH 48° 03' 57" EAST FOR 195.20 FEET; THENCE SOUTH 30° 03' 27" WEST FOR 156.47 FEET; THENCE SOUTH 63° 47' 45" EAST FOR 70.20 FEET; THENCE SOUTH 28° 12' 15" WEST FOR 132.98 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 48.47 FEET; THENCE NORTH 63° 47' 45" WEST FOR 68.34 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 116.20 FEET; THENCE NORTH 00° 01' 55" WEST FOR 138.67 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 154.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN SECTION 19, TOWNSHIP 49 SOUTH, RANGE 41 EAST, CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 2.582 ACRES (112,463 SQ. FT.) MORE OR LESS.

LEGAL DESCRIPTION

WELLEY N.W. QUADRANT

PARCEL 3c
PHASE 4

A PORTION OF PARCEL 3c, "WELLEY N.W. QUADRANT" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID PARCEL 3c; THENCE NORTH 89° 58' 05" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 3c FOR 283.47 FEET; THENCE SOUTH 00° 01' 55" EAST FOR 120.00 FEET; THENCE SOUTH 47° 21' 30" WEST FOR 52.25 FEET; THENCE SOUTH 00° 01' 55" EAST FOR 357.99; THENCE SOUTH 89° 58' 05" WEST FOR 90.00 FEET; THENCE NORTH 00° 01' 55" WEST FOR 125.01 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 154.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CENTRAL AND SOUTH FLORIDA FLOOD CONTROL DISTRICT (C.B.F.F.C.D.) CANAL C-42; THENCE NORTH 00° 01' 55" WEST ALONG SAID C.B.F.F.C.D. CANAL C-42 EASTERLY RIGHT-OF-WAY LINE FOR 386.99 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 2.58 ACRES (111,112 SQUARE FEET) MORE OR LESS.

PREPARED BY:
RALPH D. DENUZZIO & ASSOCIATES, INC.
CONSULTING ENGINEERS, PLANNERS, SURVEYORS
9525 WEST OAKLAND PARK BLVD.
SUNRISE, FLORIDA 33321

EXHIBIT "A"

PHASE 5

LEGAL DESCRIPTION

A PORTION OF PARCEL 3c, "WELLEDY N.W. QUADRANT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 110 AT PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 3c; THENCE NORTH 89° 58' 05" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 3c FOR 283.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 58' 05" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 3c FOR 46.33 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3c; THENCE SOUTH 46° 03' 57" EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 3c FOR 354.34 FEET; THENCE SOUTH 43° 56' 03" WEST FOR 90.00 FEET; THENCE SOUTH 46° 03' 57" EAST FOR 118.43 FEET; THENCE SOUTH 43° 56' 03" WEST FOR 154.00 FEET; THENCE NORTH 46° 03' 57" WEST FOR 260.00 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 69.75 FEET; THENCE NORTH 00° 01' 55" WEST FOR 189.32 FEET; THENCE NORTH 49° 21' 30" EAST FOR 52.25 FEET; THENCE NORTH 00° 01' 55" WEST FOR 120.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 2.261 ACRES (98,483 SQUARE FEET) MORE OR LESS.

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PHASE 6

LEGAL DESCRIPTION

A PORTION OF PARCEL 3c, "WELLEBY N.W. QUADRANT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 110 AT PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERLY CORNER OF SAID PARCEL 3c; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HIATUS ROAD AND THE ARC OF A CURVE WITH A RADIAL LINE THRU SAID POINT BEARING NORTH 52° 02' 57" WEST; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1732.25 FEET AND A CENTRAL ANGLE OF 103° 35' 31" FOR AN ARC DISTANCE OF 320.23 FEET; THENCE NORTH 83° 47' 45" WEST FOR 270.27 FEET; THENCE NORTH 30° 03' 27" EAST FOR 156.47 FEET; THENCE SOUTH 46° 03' 57" EAST FOR 64.80 FEET; THENCE NORTH 43° 56' 03" EAST FOR 154.00 FEET; THENCE NORTH 48° 03' 57" WEST FOR 118.43 FEET; THENCE NORTH 43° 56' 03" EAST FOR 90.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 3c; THENCE SOUTH 46° 03' 57" EAST FOR 286.05 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 1.993 ACRES (86795 SQUARE FEET) MORE OR LESS.

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

ARTICLES OF INCORPORATION
OF
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

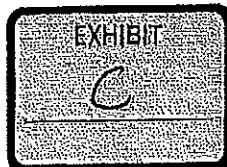
The undersigned do hereby associate ourselves into a non-profit corporation for the purpose and with the powers described herein. The non-profit corporation is formed pursuant to and shall be governed by the laws of the State of Florida. The Articles of Incorporation shall be as follows:

I.

The name of the corporation shall be:
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.

II.

The purposes and objects of the corporation shall be to install necessary utility lines, roadways, and drainage facilities within and upon real property in which the corporation may have any interest; to own, maintain, repair and replace such recreation facilities as may be granted or conveyed to the Corporation; to landscape all other portions of the real property in which the Corporation shall have an interest; to pay all and singular real property taxes, levies or special assessments assessed thereon; to keep and maintain such real property, parking spaces, sidewalks, landscaping and all improvements in or on the real property within the area referred to in good working order and repair; to take any and all other actions as may be necessary and convenient to the carrying out of and purposes of the Corporation under the Articles of



Incorporation, the By-Laws adopted hereunder and the obligations of the Corporation under the Declaration of Covenants and Restrictions filed by Southpointe Associates, a Florida general partnership and the Corporation (the "Declaration"), incorporated by this reference herein; and to do each and all of the aforesaid at the sole cost and expense of the Corporation for the use and benefit of the members of the Corporation.

III.

1. The Corporation shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of the corporate property by the members of the Corporation.

(b) To levy and collect assessments against members of the Corporation to defray any expenses of the Corporation as may be provided in these Articles of Incorporation and in the By-Laws of the Corporation hereafter adopted, including but not limited to, the right to levy and collect assessments for acquiring, constructing, operating, maintaining, repairing, replacing and otherwise trading and dealing with real or personal property, which may be necessary or convenient to the operation and management of the Corporation.

(c) To improve, maintain, repair, replace, operate and manage the Corporation and its property.

(d) To contract for the management of the corporate property and to delegate to any contractor all of the power and duties of the Corporation.

(e) To enforce the provisions of these Articles of Incorporation, any By-Laws of the Corporation hereafter adopted, and any rules and regulations governing the use of the corporate property, hereafter adopted.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation by Florida Statutes or otherwise.

IV.

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The owners of all residential single family lots or Units located within the real property described in the Declaration and/or any amendment, modification or addition thereto, and/or portion thereof, shall be members of the Corporation. No other persons or entities shall be entitled to membership except as provided in Item 5 of this Article IV. Nothing herein shall be construed to obligate the Developer of the real property described in the Declaration to complete the construction of any unit, building, common area or facility section or parcel or to improve any lot. These Articles shall have no effect on any real property other than the lots on which the units are constructed by the owner thereof. The Corporation shall have no right, title, interest, lien (legal or equitable) in and to the remaining land described in the Declaration.

2. The acquisition of fee title to a lot and the improvements thereon, if any, shall establish membership whether the acquisition of the title was by conveyance, judicial decree or otherwise. Membership shall be automatically terminated upon the member being divested of all title in his entire fee ownership interest in any lot; provided, however, that the foregoing shall not be construed to terminate the membership of a party who may own two or more lots, so long as such party shall retain a fee ownership interest in any lot.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his lot. The funds and assets of the Corporation shall be held and expended solely for the benefit of the membership and in accordance with the purposes authorized in the Declaration, these Articles of Incorporation and in any By-Laws which the Corporation may hereafter adopt.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each lot. The one membership vote for a lot may be exercised or cast by the owner or owners of each lot in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one lot, such member shall be entitled to exercise or cast as many votes as lots he owns.

5. Notwithstanding anything herein to the contrary, until such time as (a) all of the lots on all of the land described in Exhibits A and B of the Declaration and the improvements which may be hereafter constructed thereon have been conveyed by fee title to the ultimate purchasers, or (b) ten years after the filing of these Articles, the subscribers to

these Articles or their designated replacements shall be entitled to cast all of the votes on all matters on which the membership shall be entitled to vote.

V.

The Corporation shall have perpetual existence.

VI.

The registered office of the Corporation shall be located at 1048 Kane Concourse, Bay Harbor Islands, Florida, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The resident agent of the Corporation until changed shall be Joseph M. Feldman, whose office is located at the same address as the registered office of the Corporation.

VII.

Subject to the supervision and direction of the Board of Directors, the affairs of the Corporation shall be conducted by the President and assisted by the Vice Presidents, Secretary, Treasurer, the Assistant Secretaries and Assistant Treasurers. The Board of Directors or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the operation and management of the affairs of the Corporation. A person or entity may be employed by the Corporation whether or not the person or entity is a member, officer or director of the Corporation or is otherwise interested in or associated with a member, officer or director of the Corporation.

VIII.

The first Board of Directors of the Corporation shall consist of three persons.

Succeeding Boards of Directors shall consist of not less than three nor more than fifteen persons. Persons serving on the Board of Directors must be subscribers to these Articles, replacements designated by the remaining Board members who are subscribers to these Articles, or members of the Corporation, and shall be designated or elected as set forth in these Articles and the By-Laws to be adopted.

IX.

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among persons serving on the Board of Directors. No other officer need be a member of the Board of Directors in order to be elected as an officer. The same person may hold two or more offices so long as the duties of such offices are not incompatible; provided, however, that the office of the President and Vice president shall not be held by the same person, nor shall the office of the President and Secretary or Assistant Secretary be held by the same person.

X.

The names and post office addresses of the first Board of Directors, who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the

Corporation's existence, or until their successors are elected and have qualified, whichever is later, are as follows:

Frank G. Feldman	1048 Kane Concourse Bay Harbor Islands, Florida 33154
Hyman S. Glass	1048 Kane Concourse Bay Harbor Islands, Florida 33154
Joseph M. Feldman	1048 Kane Concourse Bay Harbor Islands, Florida 33154

XI.

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Corporation. The names and addresses of the subscribers are set forth in Article X above.

XII.

The officers of the Corporation who shall serve for one year or until their successors are elected and qualified, whichever shall last occur, shall be the following. They shall be elected at the first meeting of the Board of Directors.

President	Joseph M. Feldman
Vice President	Frank G. Feldman
Secretary-Treasurer	Hyman S. Glass

XIII.

The original By-Laws of the Corporation shall be adopted by a majority vote of the Corporation's members entitled to vote as set forth in Paragraph 5 of Article IV hereof. The By-Laws may be amended or altered by the members as provided in the By-Laws.

XIV.

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approved such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV.

Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the lots who are entitled to vote pursuant to these Articles, whether meeting as members or by instrument in writing signed by them. Upon any amendment to these Articles of Incorporation being proposed by

said Board of Directors or members as above provided, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other officers of the Corporation in the absence of the President, who, at such time as the full membership is entitled to vote pursuant to Article IV hereof, shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than fifteen (15) days nor later than forty-five (45) days from the receipt by him of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of the Special Meeting stating the time and place of the Special Meeting and reciting the proposed amendment or amendments in reasonably detailed form. The notice of the Special Meeting shall be mailed, certified mail, or personally delivered to each member or deposited at his unit not less than ten nor more than thirty days before the date set for the Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, certified mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the Special Meeting, shall be deemed equivalent to the giving of such notice to such member. At the Special Meeting the amendment or amendments proposed must be approved by an affirmative vote of not less than 75% of the membership of the Corporation in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in

such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State of Florida, a certified copy thereof shall be recorded in the Public Records of Broward County, Florida, within fifteen (15) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to the Special Meeting and is not revoked at the Special Meeting.

Notwithstanding anything to the foregoing, no amendment shall modify, alter or change any of the rights of the developer or the subscribers herein reserved without their written consent.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 28TH day of MARCH, 1983, at Bay Harbor Islands, Florida.

 (SEAL)
FRANK G. FELDMAN

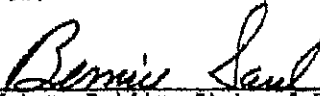
 (SEAL)
HYMAN S. GLASS

 (SEAL)
JOSEPH M. FELDMAN

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
FRANK G. FELDMAN, HYMAN S. GLASS and JOSEPH M. FELDMAN, who

being by me first duly sworn, acknowledged that they executed
the foregoing Articles of Incorporation of Southpointe
Homeowners Association, Inc. for the purposes therein expressed,
this 28th day of MARCH, 1983.

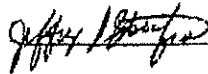


Notary Public, State of Florida
at Large

My Commission Expires:

May 13, 1983

The undersigned hereby accepts the foregoing designation
as registered agent and agrees to comply with the provisions of
law applicable to said designation.



BY-LAWS
OF
SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.
A corporation not for profit under the laws
of the State of Florida

1. IDENTITY

(a) These are the By-Laws of SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, incorporated under the laws of the State of Florida pursuant to Articles of Incorporation filed with the Secretary of State of Florida. The definitions used herein shall be the same as those used in the Declaration of Covenants and Restrictions for Southpointe, incorporated herein by this reference (the "Declaration").

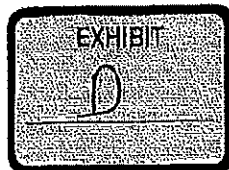
(b) SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC. hereinafter called "Association" or "corporation", has been organized to own utility lines, roadways, drainage facilities and other Common Areas within and upon the real property of the corporation, which the corporation may now or hereafter acquire in fee or in such other estate as may be granted or conveyed by easement, fee simple conveyance or otherwise; to own and thereafter maintain, repair and replace such recreation facilities as may be granted to or constructed by the corporation; to maintain the landscaping on portions of real property granted to or conveyed to the corporation; to maintain parking areas, sidewalks and areas associated therewith on portions of the real property granted to or conveyed to the corporation; to pay all and singular real property taxes, levies or special assessments assessed thereon; to keep and maintain such real property, landscaping and all improvements therein and thereon in good order and condition; to do all other things necessary and proper to fulfill its purposes and to do all of the aforesaid at the sole cost and expense of the corporation for the use and benefit of the members of the corporation.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

(a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of Articles of Incorporation of the Association, the provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

(b) A quorum at meetings shall consist of persons entitled to cast a majority of the votes of the membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote or other action of the owners of a unit which owner is entitled to one membership vote in the Association but which unit is owned by more than one person or by a corporation



or other entity shall be cast by the person named in the written notice signed by all of the owners of the unit filed with the Secretary of the Association during or prior to the meeting, and such written notice shall be valid until revoked by subsequent written notice. If such notice is not on file or not produced at the meeting, the vote of such owner shall not be considered in determining the requirement for a quorum or for any other purpose. Notwithstanding the above, if a unit is owned by a husband and wife who both occupy a unit, the vote of either one shall be deemed to be the vote of both, unless a written notice signed by both is filed with the secretary or unless either one shall object during a meeting.

(d) Votes may be cast in person or by written proxy. Proxies shall be valid only for the particular meeting designated thereon, must be filed with the Secretary before the appointed time of the meeting, and may be revoked in writing before the meeting or in person at the meeting.

(e) Approval or disapproval of an owner of a unit upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(f) Except where otherwise provided under the provisions of the Articles of Incorporation of the Association or these By-Laws, the affirmative vote of the owners of a majority of the units represented at any duly called Membership meeting at which a quorum is present shall be binding upon the members of the Association.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(a) The Annual Meeting of Members ("Annual Meeting") shall be held at the office of the Association at 8:00 o'clock P.M., Eastern Standard Time, on the third Wednesday in March of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Wednesday. The first Annual Members' Meeting shall be held either (i) ten years from the filing of the Articles of Incorporation with the Secretary of State, or (ii) when all of the property described in Exhibits A and B of the Declaration and/or any amendment, modification or addition thereto has been conveyed to the ultimate purchasers by the Developer, whichever shall first occur.

The first Annual Meeting shall be held at such time as directors other than the first Board of Directors (or replacements designated by them) are elected by the membership as provided by paragraph 4(a) of these By-Laws.

(b) Special Meetings of members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the units who are then entitled to vote pursuant to the Articles of Incorporation.

(c) Notice of all Members' Meetings, regular or special, shall be given by the Secretary of the Association, or by any other officer of the Association in the absence of the Secretary, to each member. The notice shall be written or printed and shall state the time, place and object for which the meeting is called. The notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for the meeting, which notice shall be mailed or presented personally to each member or hand delivered to the unit of a member within said time. If presented personally to each member, receipt of the notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. If hand delivered to the unit of a member, the secretary shall so certify by affidavit. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by a signed written waiver of notice, waive such notice when filed in the records of the Association, whether before or after the holding of the meeting. A written waiver signed by a member shall be deemed equivalent to the giving of notice to a member. If any meeting of the members cannot be organized because a quorum has not attended, or because a greater percentage of the membership required to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation or these By-Laws, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance is present.

(D) At meetings of the members the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the membership shall elect a Chairman.

(e) The order of business at Annual Meetings, and, as far as practical, at any other meetings, shall be:

- 1) Calling of the roll and certifying of proxies.
- 2) Proof of notice of meeting or waiver of notice.
- 3) Reading of Minutes.
- 4) Reports of Officers.
- 5) Reports of Committees.
- 6) Appointment of Chairman of Inspectors of Election.
- 7) Election of Directors.
- 8) Unfinished Business.
- 9) New Business.
- 10) Adjournment.

4. BOARD OF DIRECTORS

(a) The number of directors which shall constitute the Board of Directors, shall not be less than three (3) nor more than fifteen (15) persons, but shall never consist of an even number of persons. The first Board of Directors shall consist of

JOSEPH M. FELDMAN, FRANK G. FELDMAN and HYMAN S. GLASS, who shall hold office and exercise all powers of the Board of Directors until succeeded by replacements designated by them or directors elected at the first Annual Meeting. Each director elected at the first Annual Meeting and at each Annual Meeting thereafter shall serve for the term of one year or until his successor is duly elected and qualified. Notwithstanding the foregoing until such time as (i) all of the property described in Exhibits A and B of the Declaration and/or any amendment, modification or addition thereto, and the improvements which may be hereafter constructed thereon, have been conveyed by the Developer to the ultimate purchasers, or (ii) ten years from the date of the filing of the Articles of Incorporation, whichever shall first occur, the membership of the Board of Directors of the Association shall be comprised of subscribers to the Articles of Incorporation (or their designated replacements).

(b) Should any vacancy to the Board of Directors be created in any Directorship previously filled by any subscribers to the Articles of Incorporation, such vacancy shall be filled by the remaining subscribers, by written instrument delivered to any officer of the Association, and the successor Director shall fill the vacated Directorship for the unexpired term thereof.

(c) In the event that the subscribers select any other person or persons to serve on any Board of Directors of the Association, the subscribers shall have the absolute right at any time in their sole discretion, to replace any such person with another person to serve on said Board of Directors of the Association. Replacement of any person or persons designated by the subscribers to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association. The written instrument shall specify the name(s) of the person(s) to be replaced and the name(s) of the person(s) designated as successor(s) to the person(s) so removed from the Board of Directors. The removal of any Director and designation of his successor shall be effective upon delivery of the written instrument by the subscriber to any officer of the Association.

(d) If all subscribers shall be unable or unwilling to serve as Directors or to designate other directors, the directors shall be designated by Southpointe Associates, and the directors so designated, shall be deemed to be subscribers for all purposes of the Articles of Incorporation and these By-Laws.

(e) After the date that the subscribers to the Articles of Incorporation (or their designated replacements) constitute the Board of Directors, Directors may be removed with or without cause by an affirmative vote of the members then owning not less than seventy-five percent (75%) of the units in the Association at a Special Meeting called for such purpose.

(f) After the date that the subscribers to the Articles of Incorporation (or their designated replacements) no longer constitute the Board of Directors, election of Directors shall be conducted in the following manner:

- 1) Each member of the Board of Directors shall be elected by a plurality of the votes cast at the Annual

Meeting of the members of the Association. Each candidate for a Director shall be nominated from the floor.

2) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.

(g) The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

(h) Regular meetings of the Board of Directors may be held at such time and place as shall be 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 telegram, at least three days prior to the day named for such meeting.

(i) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of two or more members of the Board. Not less than three days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

(j) Any Director may waive notice of any meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(k) A quorum of a Directors Meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board shall be approved by an affirmative vote in favor of such action cast by a majority of the Directors present at a meeting at which a quorum is present, except as specifically otherwise provided in the Articles of Incorporation or these By-Laws. If any Directors Meeting cannot be organized because a quorum is not present, or because of the lack of a greater percentage of the Directors as is required to constitute a quorum for particular purposes of the meeting, the Directors who are present may adjourn the meeting from time to time until a quorum or the required greater percentage of attendance is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(l) The Presiding Officer at Directors Meetings shall be the Chairman of the Board, if such an officer has been elected. If no such officer has been elected, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

(m) Directors fees, if any, shall be determined by the members of the Association.

(n) All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association and these By-Laws. Such powers and duties shall be exercised in accordance with said Articles of Incorporation and these By-Laws and shall include, without limiting the generality of the foregoing, the following:

- 1) To make, levy and collect assessments against members and members' units and lots to defray all costs of the Association.
- 2) The maintenance, repair, replacement, operation and management of the Association property wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- 3) The reconstruction of improvements after fire or other casualty, and the further improvement of the property, real and personal.
- 4) To make and amend regulations governing the use of the property, real and personal of the Association, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration or the Articles of Incorporation.
- 5) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units and lots, as may be necessary or convenient in the operation and management of the Association, and in accomplishing the purposes set forth in the Declaration or the Articles of Incorporation or these By-Laws.
- 6) To contract for the management of the Association property and to designate to such manager all of the powers and duties of the Association, except those which may be required by the Articles of Incorporation or these By-Laws to have approval of the Board of Directors or membership of the Association.
- 7) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, and any rules and regulations hereinafter promulgated governing the use of the property of the Association.
- 8) To pay all taxes and assessments which are liens against any part of the Association property other than units or lots and the appurtenances thereto and to assess the same against the members and their respective units or lots.
- 9) To carry insurance for the protection of the members and the Association against casualty and liability.
- 10) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the owners of the separate units or lots.

11) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association and the purposes of the Association.

(c) The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been conveyed to the individual purchasers thereof, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association.

5. OFFICERS

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary and an Assistant Secretary and such number of Assistant Secretaries and Assistant Treasurers as the Board of Directors deems proper. All officers of the Association shall be elected annually by the Board of Directors and may be removed at any time with or without cause by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be a Vice President, Secretary or Assistant Secretary. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(b) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he may determine appropriate.

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

(d) 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 such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; 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.

(f) The compensation of all officers and employees of the Association shall be fixed by the Directors, subject to prior approval of a majority of the members. This provision shall not preclude and the Board of Directors may employ a Director as an employee of the Association. In addition the Association may contract with a Director or any person related to or affiliated with a Director for the management of the Association.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation or these By-Laws shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit or lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) Prior to the beginning of each calendar year, the Board of Directors shall adopt an Annual Operating Budget for the next calendar year which shall contain estimates of the cost of performing the functions of the Association for each calendar year, including but not limited to a common expense budget, which shall include, without limitation, the estimated amounts necessary for maintenance and operation of Association property, utilities, landscaping, roadways and walkways, office expense, swimming pool and other recreation expenses, utility services, casualty insurance, liability insurance, administration, operating reserves, management fees, salaries and other expenses necessary for the Association to carry out its purposes. From time to time the Board of Directors in its sole discretion may also adopt a capital expense budget and other budgets which it deems necessary to carry out the purposes of the Association except that if a capital expense shall cost more than \$15,000.00 it shall first be approved by a majority of the Board of Directors and members entitled to vote at a meeting called for and purpose, as set forth in the Declaration.

1) Upon adoption of the Annual Operating Budget or any other budget, the Board of Directors shall assess each unit in equal monthly installments said unit's prorata share of any budget so adopted. A unit's prorata share shall be based upon the total number of units within Southpoints which are completed and for which Certificates of Occupancy have been issued. Notwithstanding the above, units owned by the Developer shall not be required to pay assessments and so long as the Developer owns any units the prorata share of each unit owned by a member (other than the Developer) shall be based upon the total number of units within Southpoints conveyed by the Developer to ultimate purchasers which are completed and for which Certificates of Occupancy have been issued. The Board of Directors may determine that more frequent or unequal installments are required by the Association and may assess the same.

2) All assessments shall be due on the first (1st) day of each month and if not received by the tenth (10th) day of the same month, shall bear an additional charge of Twenty-Five Dollars (\$25.00) per month which late charge may be collected in the same manner as the assessment for the common expenses of the Association. In addition, an assessment not paid within thirty (30) days shall bear interest at a rate to be determined from time to time in advance by the Directors from the date such payment was due, so long as such interest rate is not usurious.

(c) If the members of the Association elect by an affirmative vote of a majority of the members present at any Annual or Special Meeting, copies of any budget and proposed assessments shall be transmitted to each member for the year for which any budget of any type is made. Delivery of a copy of any budget to each member shall not affect the liability of any member for any assessment, nor shall delivery of a copy of any budget be considered as a condition precedent to the effectiveness of any budget and assessment levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion: to levy any additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay budgeted costs and expenses; to levy additional assessments for emergencies; to make amendments to any budget; or to adopt any budget other than the Annual Operating Budget at any time other than prior to the beginning of a calendar year.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be disbursed only by checks signed by such persons as are authorized by the Directors.

(e) A statement of the accounts of the Association shall be made annually, and a copy thereof furnished to each member following the year for which the report is made.

(f) Fidelity bonds may be required by the Board of Directors from officers and employees of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expense.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENT TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association entitled to vote as set forth in the Articles owning a majority of the Units or lots in the Association whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendments(s) to these By-Laws being proposed by said Board of Directors or members, such proposed amendment(s) shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who, after the date that the full membership shall be entitled to vote pursuant to Article IV of the Articles, shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than ten (10) days or later than sixty (60) days from receipt of such officer of the proposed amendment(s), and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

(c) In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds of the units or lots in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Broward County, Florida, within sixty (60) days from the date on which any amendment(s) have been affirmatively approved by the Directors and members.

(d) At any meeting held to consider such amendment(s) to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

(e) Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws shall be adopted which shall abridge, amend or alter, or operate to impair or prejudice in any manner whatsoever, the rights and privileges of the Developer or the subscribers to the Articles of Incorporation as such rights and privileges are or have been established in the Articles of Incorporation and By-Laws.

THE UNDERSIGNED, being the Secretary of SOUTHPONTE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of said corporation at a meeting of those persons entitled to vote held for such purposes on the 28th day of MARCH, 1983.

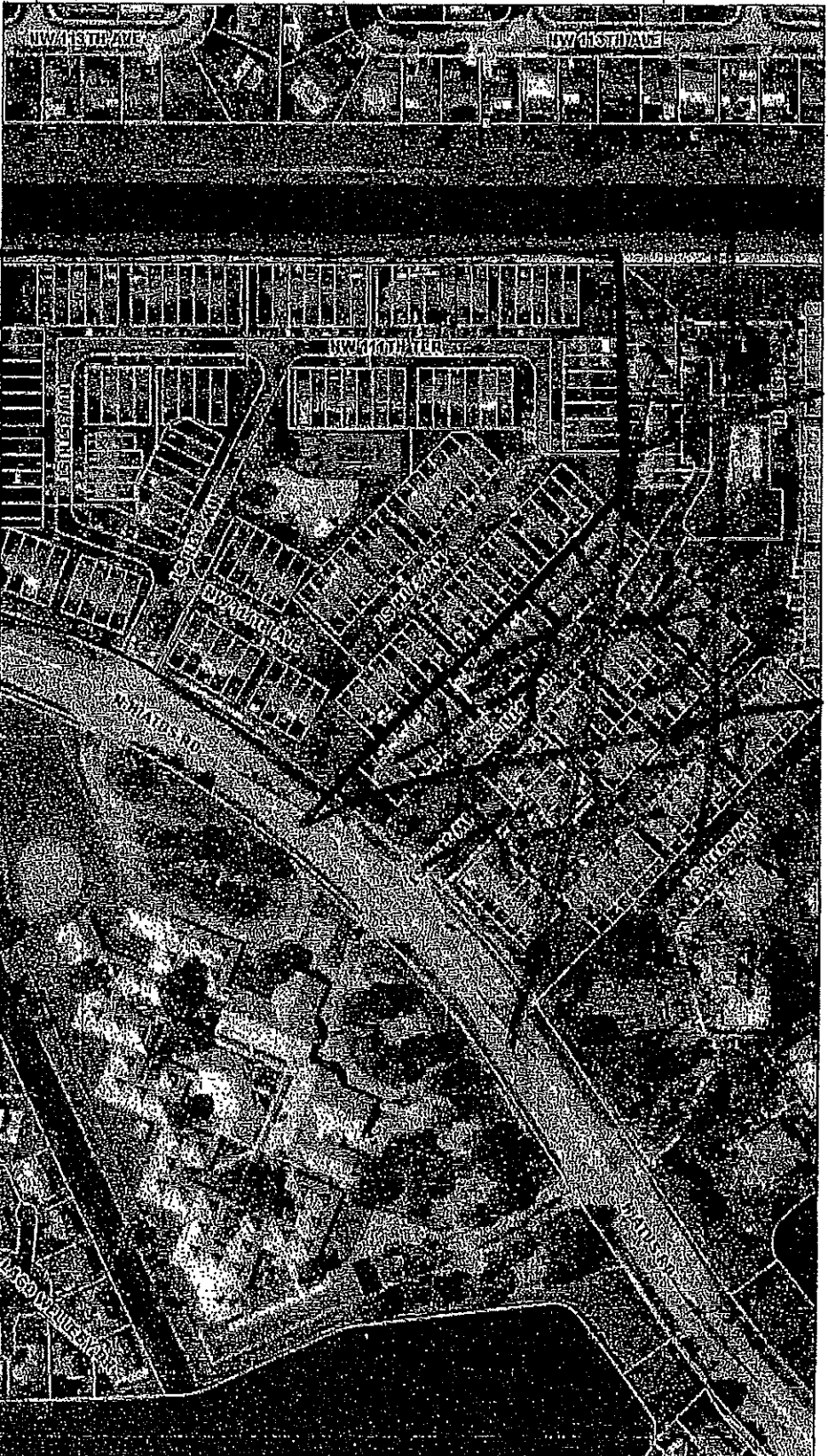


Secretary

**PLOT PLAN
AND
PLAT BOOK
OF PROPERTY**

Property Id: 494119060740

**Please see map disclaimer



PLAT BOOK 110 PAGE 48

SMT 2 OF 6

BISCAYNE ENGINEERING COMPANY
ENGINEERS — PLANNERS — SURVEYORS
MIAMI-FT. LAUDERDALE-WEST PALM-STUART-COCOA, FL.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS Know all men by these presents that, THE CHASE MANHATTAN BANK, N.A., a
National Banking Association

The owner and holder of this certificate, Eudine Louise Westmoreland, files her record in Official Record Book #62-6 Page 903, and the names and holders of all other certificates are listed in the record in Official Record Book #82-7 Page 142, Book #82-8 Page 553, Book #85-9 Page 228, Book #86-10 Page 285, and Book #87-11 Page 4. By virtue of Assignment of Mortgage for record in Official Record Book #82-6 Page 904, as recorded in the Public Records of Duval County, Florida, debt hereby created to this date and first in the above declaration.

IN WITNESS WHEREOF, THE CHASE NATIONAL BANK, N.A., a Member Bank of the Federal Reserve System, has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed.

has caused these persons to be signed for and on its behalf by a duly authorized officer of the corporation this

27 day of January A.D. 1981

WITNESSES

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ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NEW YORK
ss.
I, the undersigned, Clerk of the County of New York, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County.

Elizabeth J. Johnson III
National Banking Association

OF HIS FIRM AND THE CONNECTION BETWEEN THE
IN BUSINESS WHEREOF (I HAVE NOTED)

[illegible]

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WELLEBY N.W. QUADRANT

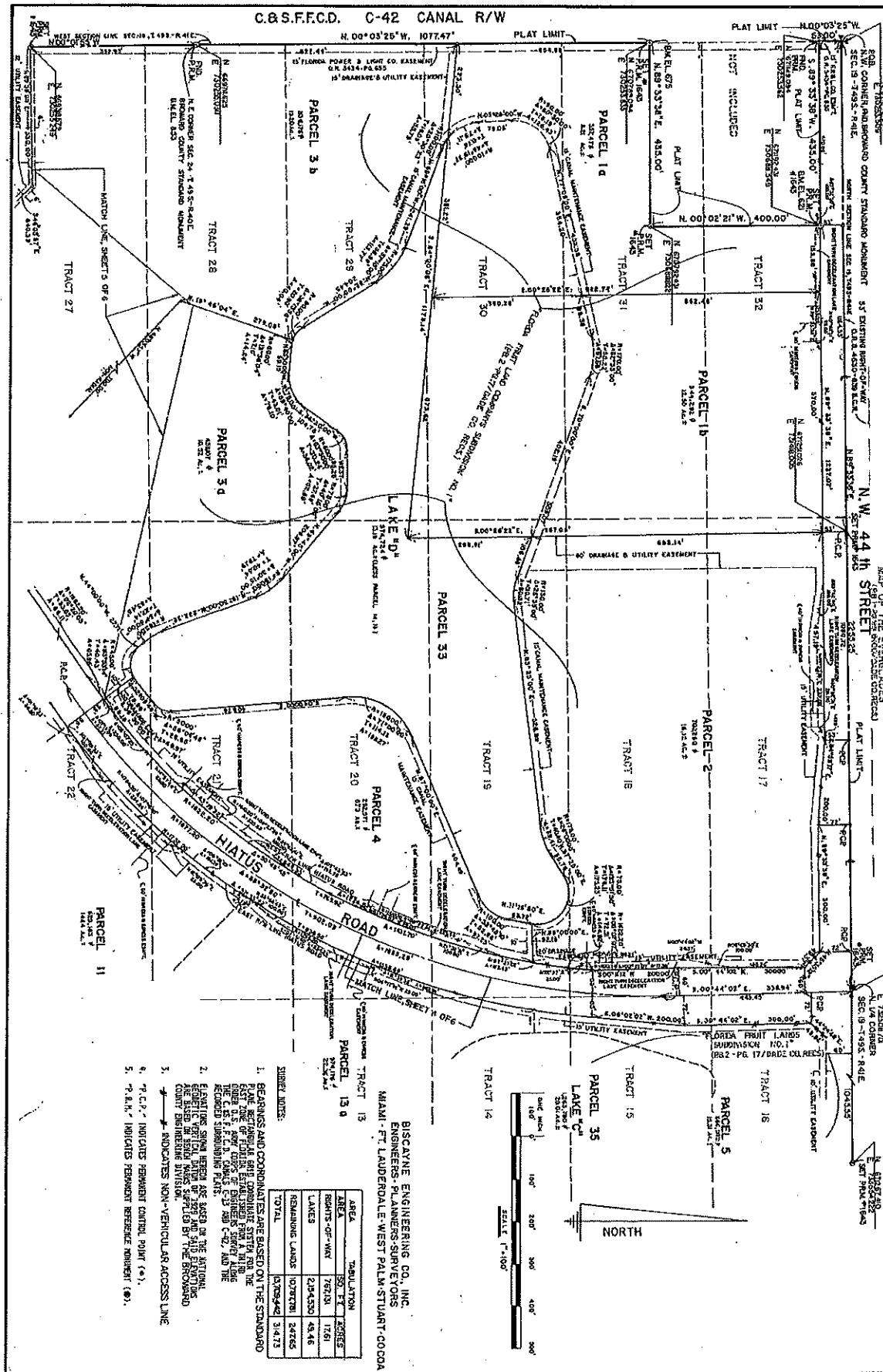
PLAT BOOK 110 PG 48

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CONFIDENTIAL

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E 72508 / A
N-14 CORNER



BISCAYNE ENGINEERING CO., INC.
ENGINEERS-PLANNERS-SURVEYORS
MIAMI - FT. LAUDERDALE - WEST PALM STUART - COCOA

POPULATION	
AREA	SO. FT.
RIGHTS-OFF-WAY	767.131
LAKES	2,124,530
REMAINING LANDS	48.46
TOTAL	2,892.117

Summary

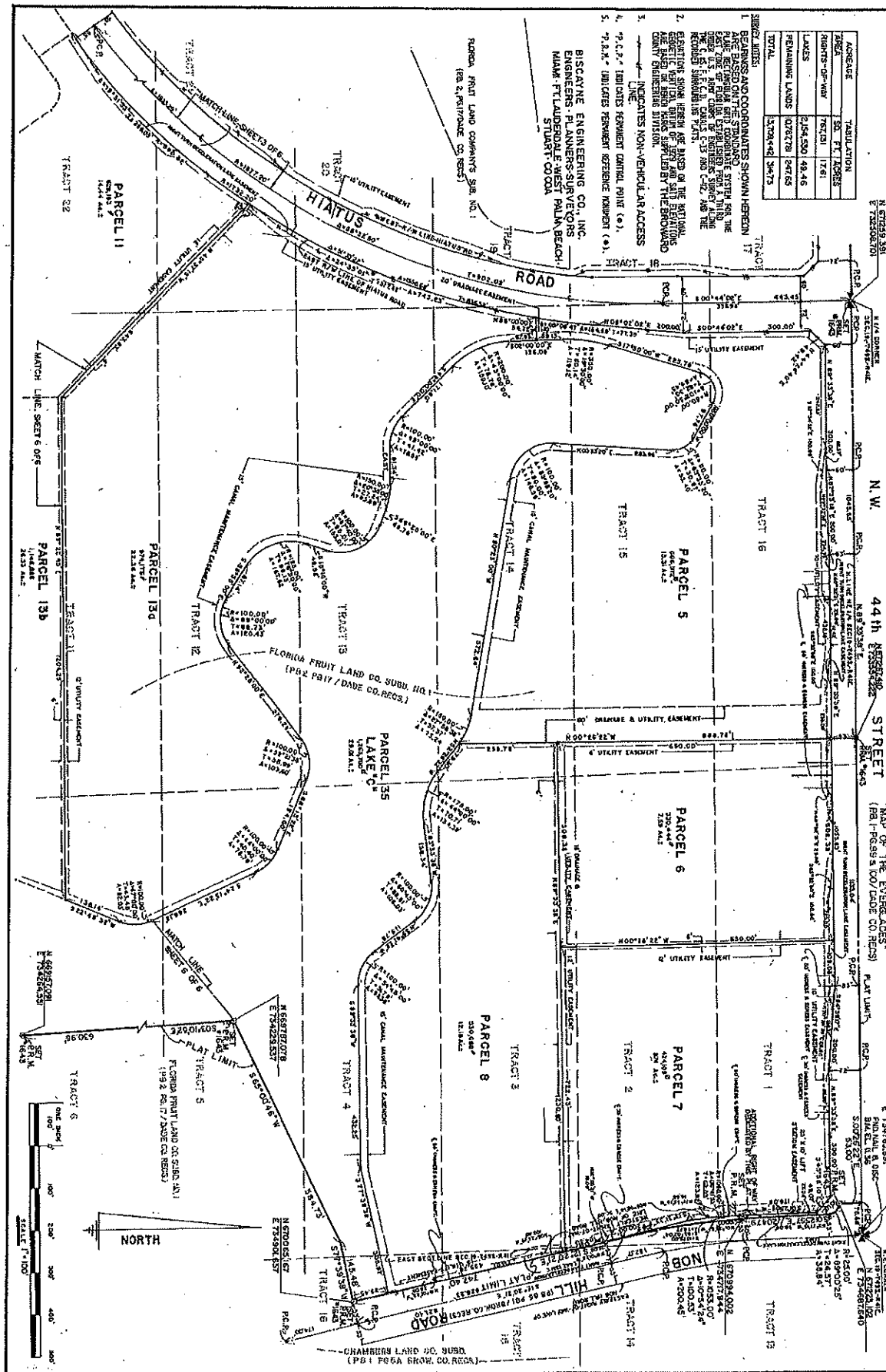
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PLAT BOOK 119 PG 44

SET. 4 OF 6:

SUBJECT MATTER

BISCAYNE ENGINEERING CO., INC.
ENGINEERS - PLANNERS - SURVEYORS -
MIAMI - FT. LAUDERDALE - WEST PALM BEACH
STUART - CO COA



PLAT BOOK 110 PG 48

Sub. 3 of B

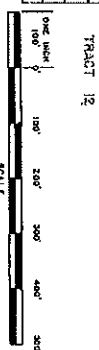


WELLEYBY N.W. QUADRANT

PLAT BOOK 112 PG. 48
SHEET 6 OF 6

BEING A REPLAT OF TRACTS 3 AND 9 THRU 30 INCLUSIVE AND PORTIONS OF TRACTS 1, 2, 4, 5, 6, 7, 8, 31, 32, 34, 35, 45, 46, 49 AND 63 LYING IN SECTION 19 TOWNSHIP 49 SOUTH, RANGE 41 EAST;
"FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1" (PLAT BOOK 2 PAGE 172) (DADE CO. RECS.), TOGETHER WITH PORTIONS OF TRACTS 5, 6, 19 AND 20, LINES IN SECTION 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST; CHAMBERS LAND COMPANY
SUBDIVISION" (PLAT BOOK 1, PAGE 54) (BROWARD CO. RECS.), CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

TRACT	ACREAGE	TOTAL
TRACT 12	10.00	10.00
TRACT 13	10.00	10.00
TRACT 14	10.00	10.00
TRACT 15	10.00	10.00
TRACT 16	10.00	10.00
TRACT 17	10.00	10.00
TRACT 18	10.00	10.00
TRACT 19	10.00	10.00
TRACT 20	10.00	10.00
TRACT 21	10.00	10.00
TRACT 22	10.00	10.00
TRACT 23	10.00	10.00
TRACT 24	10.00	10.00
TRACT 25	10.00	10.00
TRACT 26	10.00	10.00
TRACT 27	10.00	10.00
TRACT 28	10.00	10.00
TRACT 29	10.00	10.00
TRACT 30	10.00	10.00
TRACT 31	10.00	10.00
TRACT 32	10.00	10.00
TRACT 33	10.00	10.00
TRACT 34	10.00	10.00
TRACT 35	10.00	10.00
TRACT 36	10.00	10.00
TRACT 37	10.00	10.00
TRACT 38	10.00	10.00
TRACT 39	10.00	10.00
TRACT 40	10.00	10.00
TRACT 41	10.00	10.00
TRACT 42	10.00	10.00
TRACT 43	10.00	10.00
TRACT 44	10.00	10.00
TRACT 45	10.00	10.00
TRACT 46	10.00	10.00
TRACT 47	10.00	10.00
TRACT 48	10.00	10.00
TRACT 49	10.00	10.00
TRACT 50	10.00	10.00
TRACT 51	10.00	10.00
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TRACT 85	10.00	10.00
TRACT 86	10.00	10.00
TRACT 87	10.00	10.00
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TRACT 89	10.00	10.00
TRACT 90	10.00	10.00
TRACT 91	10.00	10.00
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TRACT 96	10.00	10.00
TRACT 97	10.00	10.00
TRACT 98	10.00	10.00
TRACT 99	10.00	10.00
TRACT 100	10.00	10.00



1. THIS REPLAT WAS PREPARED BY THE ENGINEER'S PLANNERS, SURVEYORS, CHAMBERS LAND COMPANY, SUNRISE, FLORIDA, AND IS BASED ON THE STANDARD PLAT BOOK 1, PAGE 54, (BROWARD CO. RECS.), AND THE STANDARD PLAT BOOK 2, PAGE 172, (DADE CO. RECS.).
2. THE ENGINEER'S PLANNERS, SURVEYORS, CHAMBERS LAND COMPANY, SUNRISE, FLORIDA, HAS BEEN LICENSED BY THE FLORIDA BOARD OF SURVEYING AND MAPPING, AND IS A MEMBER OF THE FLORIDA SOCIETY OF SURVEYORS.
3. INDICATES NON-VEHICULAR ACCESS.
4. "P.C." INDICATES PERMANENT CURVE POINT (P.C.).
5. "P.T.A." INDICATES PERMANENT TANGENT REFERENCE POINT (P.T.A.).

