

**Resolution
of the Board of Directors
of
Rock Creek, Inc.**

WHEREAS, the Declaration of Protective Covenants and Restrictions for STONEBRIDGE PHASE ONE & ROCK CREEK PHASE TWO and the By-Laws of Rock Creek, Inc. authorize the Board of Directors to make and amend Rules and Regulations from time to time; and

WHEREAS, a quorum of the Directors were present at the Meeting of the Board duly called and held on January 13, 2004;

the following RESOLUTION was presented, debated, considered and passed:

BE IT RESOLVED: That in the interests of the safety and harmony of its residents and the aesthetics of the community, the Rules and Regulations of the Village Association shall be deemed to include the following, enforceable in the manner set forth in the Village Association's governing documents:

No person shall be permitted to drive, operate, or park any cars, trucks, vans, motorcycles, motorscooters, go-peds or any other motorized vehicle upon any unpaved portions of the Properties within Rock Creek. Any vehicle habitually found on the unpaved portions of the Properties shall be deemed a Nuisance (in violation of the recorded restrictions of the Rock Creek Community). "Habitually" shall be defined to mean three or more times in any six month period.

All other Rules and Regulations previously adopted shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its Secretary on this 15 day of January, 2004.

ROCK CREEK, INC.

By: Alan Meunier
Secretary

This instrument prepared by:
(and to be returned to:)
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

NOTICE OF INTENT TO ENFORCE THE RESTRICTIONS
OF
ROCK CREEK

Resolution of the Board of Directors
of
Rock Creek, Inc.

WHEREAS, the Declaration of Protective Covenants and Restrictions for STONEBRIDGE PHASE ONE was originally recorded in Official Records Book 7301, Page 94, of the Public Records of Broward County, Florida on November 22, 1977; and

WHEREAS, the Declaration of Protective Covenants and Restrictions for ROCK CREEK PHASE TWO was originally recorded in Official Records Book 9344, Page 966, of the Public Records of Broward County, Florida on January 9, 1981; and

WHEREAS, the Board of Directors of Rock Creek, Inc. is charged with the responsibility of enforcing the terms of the Declarations, the By-Laws and the Rules and Regulations as adopted and amended from time-to-time; and

WHEREAS, the Members of the Board of Directors desire to remove any ambiguity as to their intent to strictly enforce the terms of these Declarations, together with all other regulations and restrictions as adopted and amended from time-to-time; and


WHEREAS, a quorum of the Members of the Board was present at the meeting duly called and held on the 8th day of May, 1997; the following RESOLUTION was presented, debated, considered and passed by the requisite vote:


BE IT RESOLVED: That the Board of Directors intends to strictly enforce each and every restriction contained in the Declaration of Protective Covenants and Restrictions for Stonebridge Phase One and Rock Creek Phase Two, the By-Laws for Rock Creek, Inc., and the Rules and Regulations of the Association.

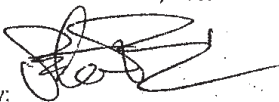
BE IT FURTHER RESOLVED: That this Resolution shall be recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its President on this 25th day of May, 1997.

ROCK CREEK, INC.


Print: MIRIAM GANGI

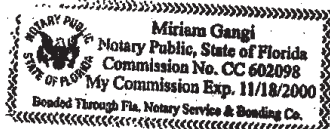

Print: TOM CHADWICK


By: 

Peter Richman, President
11700 Stonebridge Parkway
Cooper City, Florida 33026

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of May, 1997 by Peter Richman, the President of Rock Creek, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me.




Notary Public, State of Florida
MIRIAM GANGI
Printed Signature of Notary

Resolution
of the Board of Directors
of
Rock Creek, Inc.

WHEREAS, the Declarations of Protective Covenants and Restrictions for Stonebridge Phase One and Rock Creek Phase Two were recorded in 1981 and provide for underground wiring for electrical and/or cable television service (but do not specifically prohibit satellite dishes); and

WHEREAS, the Board of Directors has previously interpreted these restrictions to prohibit satellite dishes unless certain dimension requirements were met and unless masked from view (it being the intention of the Board to maintain the sightliness and aesthetics of the Rock Creek Planned Unit Development); and

WHEREAS, the satellite technology available at this time has resulted in smaller-sized (18" inch) dishes, whose size and appearance (when properly located and colored) do not inherently detract from the aesthetics of the community.

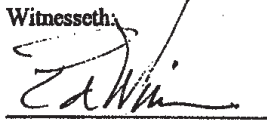

NOW THEREFORE, The Board of Directors of Rock Creek, Inc. does hereby resolve as follows:

That for purposes of enforcing Article V of the afore-described Declarations of Protective Covenants and Restrictions, the installation of one eighteen inch diameter satellite dish per lot shall not be deemed to be exterior wiring as prohibited by the Restrictive Covenants, but shall nevertheless be subject to the prior written approval of the Architectural Review Committee, whose decision shall be binding.


Furthermore - in considering any application to install a satellite dish, the Architectural Review Committee shall consider the placement of the dish in relation to neighboring properties, available camouflage and the colors of the proposed dish and structure.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its Secretary on this 27 day of April, 1995.

Witnesseth:

ROCK CREEK, INC.

By 
Rene Grutman, Secretary
11700 Stonebridge Parkway
Cooper City, Florida 33026

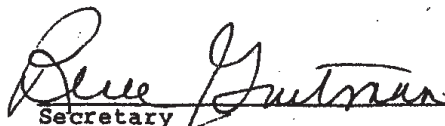
R E S O L U T I O N

OF THE
BOARD OF DIRECTORS
OF
ROCK CREEK, INC.

The Board of Directors of Rock Creek, Inc. hereby adopts the following Rules and Regulations regarding lake use:

1. Use of the lakes is restricted to Rock Creek residents, their guests and their invitees.
2. A resident shall be permitted to place not more than two (2) boats in the lake at a time.
3. Each boat must have accessible either a life vest or a flotation cushion for each boater.
4. Any boater under the age of ten (10) must be accompanied by an adult. All boaters are encouraged to use the "buddy system".
5. There are no lifeguards on duty at any time. Use of the lakes by swimmers and boaters is at the user's own risk.
6. The number of boaters shall not exceed the boat's stated capacity.
7. Nothing shall be done to pollute the lakes, nor shall the lakes be used as a dumping or disposal site. Residents are encouraged to use chemicals and fertilizers in a responsible manner as to avoid or minimize run-off into the lakes.
8. The water plants are part of a lake maintenance program, and are not to be removed without the prior written approval of the Board of Directors.
9. Any violation of these Rules and Regulations shall subject the responsible resident to a fine as determined by the Board of Directors.

APPROVED by the Board of Directors this 12th day of December, 1991.


Secretary

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
ROCK CREEK, INC.

BE IT RESOLVED, for purposes of Article VII of the Declarations of Protective Covenants and Restrictions for Stonebridge Phase One and Rock Creek Phase Two, the term "shack" shall include, but not be limited to, any metal or wooden type structures commonly used for the storage of garden equipment.

Dated this 9th day of May, 1991.


Secretary

R E S O L U T I O N
OF THE
BOARD OF DIRECTORS
OF
ROCK CREEK, INC

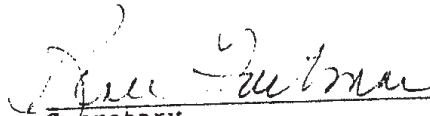
For purposes of Article V, Section 3(G) of the Declaration of Protective Covenants and Restrictions for Rock Creek Phase II and Stonebridge Phase I, the Board of Directors hereby adopts the following definition:

"Commercial Vehicle" is defined as any vehicle which either contains visible tools or equipment, displays writing on the exterior of the vehicle, maintains commercial tags or is used for a commercial purpose (i.e. hauling, storage, delivery, etc.)

Passenger-vans and pick-up trucks which are designed for passenger use shall not be deemed to be Commercial Vehicles for purposes of Article V so long as they are not deemed to be trucks for purposes of Article V as previously defined in any Resolution of the Board of Directors and so long as they do not contain visible tools or equipment, display writing on the exterior of the vehicle, maintain commercial tags or are used for a commercial purpose (i.e. hauling, storage, delivery, etc.)

The Board of Directors shall have discretion in determining whether or not a given vehicle is a prohibited Commercial Vehicle; and the decision of the Board shall be binding and absolute.

Dated this 15th day of February, 1991.


Secretary

Board approved February 14, 1991

R E S O L U T I O N

OF THE

BOARD OF DIRECTORS

OF

ROCK CREEK, INC

For purposes of Article V, Section 3(G) of the Declaration of Protective Covenants and Restrictions for Rock Creek Phase II and Stonebridge Phase I, the Board of Directors hereby adopts the following definition:

"Truck" is defined as any vehicle commonly called a truck which either contains visible tools or equipment, displays writing on the exterior of the vehicle, maintains commercial tags or is used for a commercial purpose (i.e. hauling, storage, delivery, etc.)

Pick-up trucks designed for passenger use (other than any truck described in the preceding paragraph) shall not be deemed to be trucks for purposes of Article V.

The Board of Directors shall have discretion in determining whether or not a given vehicle is a prohibited truck or a permitted pick-up truck; and the decision of the Board shall be binding and absolute.

Dated this 2nd day of February, 1991.


Secretary

Board approved January 10, 1991

R E S O L U T I O N
OF THE
BOARD OF DIRECTORS
OF
ROCK CREEK, INC.

For purposes of Article V, Section 3(G) of the Declaration of Protective Covenants and Restrictions for Rock Creek Phase II and Stonebridge Phase I, the Board of Directors hereby adopts the following definition:

"Van" is defined as any vehicle commonly called a van which either contains visible tools or equipment, displays writing on the exterior of the vehicle, maintains commercial tags or is used for a commercial purpose (ie. hauling, storage, delivery, etc.)

Passenger-type vans and custom vans designed for passenger use shall not be deemed to be vans for purposes of Article V.

The Board of Directors shall have discretion in determining whether or not a given vehicle is a van for purposes of Article V; and the decision of the Board shall be binding and absolute.

Dated this 27 day of December, 1990.


Secretary

Board Approved 11/8/90

R E S O L U T I O N

O F T H E


B O A R D O F D I R E C T O R S

O F

R O C K C R E E K , I N C .

For purposes of Article V, Section 3 (G) of the Declaration of Protective Covenants and Restrictions for Rock Creek Phase II and Stonebridge Phase I as they may concern police and fire vehicles, the Board of Directors hereby authorizes the parking of any such vehicle required as a condition of employment (whether or not such vehicle may contain writing on the exterior).

Dated this 11 day of October, 1990.


Secretary

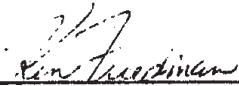
Rev. 9/14/90
Board Approved 9/13/90

R E S O L U T I O N
OF THE
BOARD OF DIRECTORS
OF
ROCK CREEK, INC.

For purposes of Article V(3)(D) of the Declarations of Protective Covenants and Restrictions for Rock Creek, the prohibition against any "manufacturing, trade, business, commerce, industry, profession or other occupation" shall not be deemed to include any home based service occupation provided:

1. That the owner uses the home merely for a mailing address and telephone service;
2. That the business complies with all licensing and other requirements of Broward County and Cooper City;
3. That the owner does not display any sign on or about the property;
4. That the owner does not invite customers or clients to the property;
5. That the use does not violate any other restrictions of the homeowners' association;
6. That the use is not offensive to any of the neighbors;
7. That the owner does not have any employees working from his or her home; and
8. That no commercial deliveries in connection with the business are to be made within Rock Creek.

ADOPTED this 7th day of December, 1989.



Secretary

**ARTICLES
OF
INCORPORATION**

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of ROCK CREEK, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on November 10, 1977, as shown by the records of this office.

The charter number for this corporation is 740751.



CER 101 4 15

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
10th day of November, 1977.

Gene A. Smathers
SECRETARY OF STATE

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REC. 7301

EXHIBIT A

ARTICLES OF INCORPORATION

OF

ROCK CREEK, INC.

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida, pursuant to Florida Statutes 617, et seq. and certify as follows:

ARTICLE I

The name of this Corporation shall be:

ROCK CREEK, INC.
3325 Hollywood Boulevard
Hollywood, Florida 33021

ARTICLE II

The general purpose of this non-profit corporation shall be as follows: To be the "Village Association" which will be responsible for the operation, administration, management and maintenance of certain property which it will acquire and certain property for which it will be responsible for management and maintenance.

Initially, the Village Association shall be responsible for the maintenance of certain property situate in Stonebridge-Phase One, according to the Plat recorded on October 20, 1976 in Plat Book 91, Page 9, of the Official Records of Broward County, Florida; and eventually said Village Association will be responsible for the maintenance of certain property in additional phases, as evidenced by recorded plats of said property situate in Section 1, Township 51 South, Range 40 East, Broward County, Florida, which said property is more fully described in the By-Laws of this Non-Profit corporation.

The Village Association shall carry out the duties and functions as the same are more fully set forth in the By-Laws of this Non-Profit corporation.

ARTICLE III

All persons who are owners of lots, dwelling units, tracts or part of a tract in the subdivision described in ARTICLE II hereinabove or in any other subdivisions created in the property described in ARTICLE II hereinabove shall automatically be members of this Corporation or as otherwise provided for in the By-Laws of this Corporation. Such membership shall automatically terminate when the member is no longer the owner of such lot, dwelling unit, tract, or part of a tract, all in the manner more fully set forth in the By-Laws of this Corporation.

ARTICLE IV

This Non-Profit Corporation shall have perpetual existence.

ARTICLE V

The names and residence addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Residence Address</u>
Bernard T. Budd	1300 Brickell Drive Ft. Lauderdale, FL 33301
John Calvin	1326 Van Buren Street Hollywood, FL 33020
Dennis Giordano	3903 Flamewood Lane Hollywood, FL 33021
Christopher Hamlin	3641 North 52nd Avenue Hollywood, FL 33021
John Walker	212 S.W. 18th Avenue Ft. Lauderdale, FL 33314

ARTICLE VI

Section 1. The affairs of the corporation shall be managed and governed by a Board of Directors composed of not less than five (5) nor more than the number specified in the By-Laws.

The Directors, subsequent to the First Board of Directors, shall be elected at the annual meeting of the membership held in 1982 as provided for in the By-Laws, and shall then

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serve for a term of one (1) year or until their successors shall be elected and shall qualify, all as more particularly set forth in the By-Laws.

Provisions for elections and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Board of Directors are established by the By-Laws.

Section 2. The principal officers of the corporation shall be:

President
Vice President
Secretary
Assistant Secretary
Treasurer

who shall be elected from time to time in the manner provided for in the By-Laws. Other officers may be provided for in the By-Laws.

ARTICLE VII

The names of the officers who are to serve until the first election of officers pursuant to the provisions of the By-Laws are as follows:

Bernard T. Budd	President
Christopher Hamlin	Vice President
Dennis Giordano	Secretary
John Calvin	Assistant Secretary
John Walker	Treasurer

ARTICLE VIII

The following persons shall constitute the First Board of Directors and shall serve until the first election of the Board of Directors as provided for in ARTICLE VI hereinabove and in the By-Laws.

<u>Name</u>	<u>Residence Address</u>
Bernard T. Budd	1300 Brickell Drive Ft. Lauderdale, FL 33301
John Calvin	1326 Van Buren Street Hollywood, FL 33020
Dennis Giordano	3903 Flamewood Lane Hollywood, FL 33021
Christopher Hamlin	3641 North 52nd Avenue Hollywood, FL 33021
John Walker	212 S.W. 18th Avenue Ft. Lauderdale, FL 33314

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ARTICLE IX

The original By-Laws of the corporation shall initially be prepared and approved by a majority vote of the first Board of Directors. Thereafter said By-Laws may be amended in the manner provided for in said By-Laws for amendments.

ARTICLE X

An Amendment or 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 and approved by a vote of seventy-five (75%) per cent of the members of the Corporation. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Meeting, stating the time and place of the Meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the U. S. 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 Meeting, shall be deemed equivalent to the giving of such notice to such member. At such Meeting the Amendment or Amendments proposed must be approved by an affirmative

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vote of seventy-five (75%) per cent of the members 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, a certified copy thereof shall be recorded in the Public Records of Broward County, Florida within ten (10) 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 such Meeting.

Notwithstanding the foregoing provisions of the ARTICLE X, until the annual meeting to be held in 1982 as provided for in the By-Laws, no Amendment or Amendments to these Articles of Incorporation shall be adopted or become effective without the prior written consent of Hollywood, Inc., a Florida Corporation, its successors or assigns.

ARTICLE XI

There shall be no dividends paid to any of the members, nor shall any part of the income of the corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future expenses or returned pro-rata to the members. The Corporation may pay compensation in a reasonable amount to its members, directors and officers, for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereover, and no such payments, benefits or distribution shall be deemed to be a

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BY-LAWS

EXHIBIT B

This instrument was recorded on
11-21-77 in Off. Rec. 7501 at
Page 112 of the Public Records
of Broward County, Florida

**BY-LAWS OF ROCK CREEK, INC.
A Florida Non-Profit Corporation**

ARTICLE I

IDENTITY AND DEFINITIONS:

ROCK CREEK, INC., a Florida Corporation not for profit, organized and existing under the Laws of the State of Florida (hereinafter referred to as the Village Association) for the purpose of operating, maintaining and managing the property designated as "Parcel" on the Plat of Stonebridge-Phase One recorded on October 20, 1976 in Plat Book 91, Page 9, of the Official Records of Broward County, Florida, or designated in the same manner on any other plat that may hereafter be recorded in the Official Records of Broward County, Florida, involving property located in Section 1, Township 51 South, Range 40 East.

The land so designated on the recorded Plat of Stonebridge-Phase One or any subsequent recorded plats as "Parcel" shall be conveyed by fee simple deed to the Village Association.

The Village Association shall also maintain, manage and operate land which it does not own but which has been designated from time to time by Hollywood, Inc., to be managed, maintained and operated by the Village Association so long as said land so designated is to be used by the Association and is for the benefit of the Association.

The portion of the land subject to the easement of the Florida Power and Light Company as the same appears on the Plat (Easement #1 and Easement #2) is hereby designated as land to be managed and maintained by the Village Association.

Section 1. The office of the Village Association shall be at 3325 Hollywood Boulevard, Hollywood, Florida 33021, or at such other place as may be subsequently designated by the Board of Directors of the Village Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida" and the words "Corporation Not for Profit," and the year of the incorporation.

Section 3. As used herein the following words shall be deemed to have the following meaning:

a) COMMON PROPERTY shall mean land, equipment and facilities which the Village Association owns, maintains, manages, leases, or operates.

b) PLAT Shall mean the Plat of Stonebridge-Phase One, according to the Plat thereof recorded in the Official Records of Broward County, Florida, on October 20, 1976, in Plat Book 91, Page 9 thereof, and SUBSEQUENT PLATS shall mean additional plats of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, which may be recorded in the Public Records of Broward County, Florida, by Hollywood, Inc.

EXHIBIT B

c) INSTITUTIONAL MORTGAGEE shall mean a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund, organized to do business in the United States of America or the State of Florida or an Agency of the United States Government.

d) CLUSTER ASSOCIATION shall mean the non-profit corporation to be formed to own and maintain the property within Block 25 of the Plat and identified thereon as "PLOT."

e) CLUSTER DWELLING (PATIO DWELLING) shall mean the grouping of single family dwelling units on contiguous lots in Block 25 of the Plat.

f) ECB (or BOARD) shall mean the ENVIRONMENTAL CONTROL BOARD.

g) COMMITTEE shall mean the Recreation Committee.

h) COMPLETION shall be evidenced by the issuance and receipt of Certificate of Occupancy by the governmental body having jurisdiction thereover.

i) COMMON EXPENSE shall mean the total expense annual incurred by the Village Association for the operation, maintenance, replacement or betterment of all property owned, managed, leased, maintained, or operated by the Village Association.

j) PLOT shall mean all areas located within Block 25 which are designated as such on the Plat which are private rights-of-way and shall be owned and maintained by the Cluster Association.

k) PARCELS shall mean those areas designated as such on the Plat, consisting of paseos and/or lakes which are located in or abutting Blocks 1 through 28, which areas shall be owned and maintained by the Village Association.

l) SITE shall mean two areas designated on the Plat as, a) Site FP and, b) Site CC. The intended use for each site is set out in Article X and Article XI of the Declaration of Protective Covenants and Restrictions to which these By-Laws are attached as Exhibit B.

m) TRACTS shall mean areas designated on the Plat for development of apartments, recreational facilities and commercial use (see Tracts A, B, and C) which are more fully defined in Article IX of the Declaration of Protective Covenants and Restrictions to which these By-Laws are attached as Exhibit B.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS:

Section 1. The owner of record of each lot in each of the numbered blocks on the Plat shall be automatically a member of the Village Association and entitled to one (1) vote, regardless of whether the lot is vacant and unimproved or is improved by the construction of a residential dwelling thereon.

EXHIBIT B

Similarly, the owner of record of each lot in each of the numbered blocks on Subsequent Plats shall be automatically a member of the Village Association and entitled to one (1) vote.

Section 2. (a) The owner of record of each single lettered Tract on the Plat shall be automatically a member of the Village Association and entitled to one (1) vote so long as the Tract is unimproved land, but when dwelling units have been constructed and completed thereon (completion being evidenced by the issuance of a Certificate of Occupancy), then the owner of record of the Tract or part thereof, shall be entitled to the number of votes equal to the number of said dwelling units.

Site FP on the Plat shall be deemed a lettered Tract if the same is improved by Hollywood, Inc.

(b) Similarly, the owner of record of each single lettered Tract or part thereof, condominium unit or as provided in 2 (d) below (cluster housing), on subsequent Plats shall be automatically a member of the Village Association in the same manner as provided in 2 (a) above of this Article.

(c) If land of a single lettered Tract has been submitted to condominium by recorded Declaration of Condominium pursuant to Florida Statutes, then each unit owner in said condominium shall be a member of the Village Association and shall be entitled to one vote.

(d) If land in a single lettered Tract has been improved by the construction and completion thereon of dwelling units and if a non-profit Florida corporation (other Cluster Association) has been formed to manage the project created on said lettered Tract, then the owner of each residential dwelling unit therein shall be a member of the Village Association and entitled to one vote for each such unit.

Section 3. When a member of the Village Association conveys its interest in the real property referred to in 2 (a), 2 (b), 2 (c) and 2 (d) of these Articles voluntarily or by operation of law, then the membership shall terminate and that membership shall become vested in the transferee and evidence of the transfer shall be furnished to the Village Association.

If the record title of real property of association member is vested in more than one person, all of the persons so owning shall be members, but said membership shall be entitled to only one (1) vote and said vote shall be cast by the "voting member" who shall be designated by the multiple owners in a Certificate sent to the Village Association.

If the ownership is vested in a corporation, the president of the corporation shall be deemed to be the "voting member" unless the corporation furnishes the Village Association with a written designation of some other officer or employee to be the "voting member."

Section 4. The DECLARER and each DEVELOPER shall be deemed a member and entitled to one vote for each lot owned by each of them in the numbered blocks and for each single lettered tract owned by each of them and for each dwelling unit owned by each of them in any single lettered tract.

EXHIBIT B

Section 5. QUORUM: The presence in person or by proxy of a majority of the voting membership shall constitute a quorum.

Section 6. A majority of the voting members at a meeting shall decide any question unless these By-Laws or the Articles of Incorporation of this corporation provide otherwise, in which event the voting percentage so required shall control.

Section 7. PROXIES: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the secretary of the Village Association prior to the meeting in which the proxies are to be used and shall be valid only for the particular meeting designated therein.

No one person shall be entitled to hold more than five (5) proxies.

Section 8. MEMBERSHIP CERTIFICATE: The Village Association shall issue a membership certificate to each member and said certificate shall entitle the member to one vote unless a different number of votes be specified thereon. In the event the member no longer owns real property which is the subject of the membership resulting from sale thereafter assigned, operation of law or otherwise, said member or its personal representative shall forthwith surrender its certificate of membership to the Association's secretary for cancellation, and such member or personal representative shall simultaneously forward to the Association's secretary written evidence, by copy of Deed or otherwise, name, manner of transfer and current mailing address for the new membership, whereupon the Association shall issue a Membership Certificate to the new member.

ARTICLE III

MEETING OF THE MEMBERSHIP:

Section 1. Place: All meetings of the Village Association membership shall be held at the office of the Village Association or at such other place and at such time as shall be designated by the Board of Directors of the Village Association and stated in the notice of the meeting.

Section 2. Notices: It shall be the duty of the secretary to mail or deliver notices to each annual or special meeting, stating the time and place thereof, to each member at least fourteen (14) days, but no more than twenty (20) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the member as it appears on the books of the Village Association.

Section 3. Annual Meeting: The annual meeting shall be held at 10:00 A.M. Eastern Standard Time on the third Wednesday of February of each year, commencing with the year 1982, for the purpose of electing Directors and transacting any other business authorized to be transacted by the membership, provided, however, that if that day is a legal holiday the meeting shall be held at the same hour on the next secular day following. At the annual meeting the membership shall first determine the number of Directors for the ensuing year in accordance with the provisions of Article IV hereinafter and shall elect by plurality vote (cumulative voting prohibited) the Board of Directors, and shall transact such other business as may properly be brought before the meeting. There

EXHIBIT B

shall be no requirement to hold an annual membership meeting until the date set forth hereinabove for the first annual meeting.

Section 4. Special Meeting: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of voting members representing twenty-five (25%) per cent of the total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all Special Meetings shall be confined to the subjects stated in the Notice thereof.

Section 5. Waiver and Consent: Whenever the vote of a member at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Village Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; unless, all members approve such action. Nothing herein shall be deemed to prevent voting members from signing at a meeting a Waiver of Notice of the meeting.

Section 6. Adjourned Meeting: If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE IV

DIRECTORS:

Section 1. Number, Term and Qualification: The affairs of the Village Association shall be governed by a Board of Directors composed of not less than five (5) nor more than nine (9) persons. All Directors shall be members of the Village Association, provided, however, that so long as Hollywood, Inc. is a member of the Village Association, it may designate one or more persons who would then be eligible to be Director(s).

Commencing with the annual meeting of February, 1982, the term of each Director's service shall extend until the next annual meeting of the membership and thereafter until his successor is duly elected and qualified or until he is removed from office in the manner hereinafter provided.

Section 2. First Board of Directors:

a) The first Board of Directors of the Village Association who shall hold office and shall serve until the annual meeting of members in February, 1982, and until their successors have been elected and qualified shall consist of the following:

Bernard T. Budd
Christopher Hamlin
Dennis Giordano
John Calvin
John Walker

b) In the event of a vacancy on the Board, the remaining Board members, by majority vote of the Board, shall fill the vacancy until first annual or next annual meeting of the membership.

EXHIBIT B

c) Organizational Meeting: The organizational meeting of the first Board of Directors shall be held within a reasonable time subsequent to the issuance of the Certificate of Incorporation by the Secretary of State of the State of Florida, to the Village Association and at such organizational meeting these By-Laws shall be adopted and such other business may be transacted as may properly come before the meeting.

d) If during the term of the first Board of Directors, the office of a Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors even though less than a quorum shall select a successor or successors who shall hold office for the balance of the unexpired term.

Section 3. Rules Governing the Board of Directors: The first Board of Directors and all subsequent Boards of Directors shall be governed by the following rules:

a) Annual Meetings shall be held on the third Wednesday of February of each calendar year at the office of the Village Association at 11:00 A.M. commencing in 1982. Annual meetings shall be held by the Board prior to 1982 at a time and date to be determined by the Board.

b) A schedule of regular meetings may be held at such time and place as the Board of Directors may designate and notice of such regular meetings shall be given to each Director at least five (5) days prior to the date set for said meeting.

c) Special Meetings of the Board of Directors may be called by the President and, in his absence, by the Vice President, or by a majority of the members of the Board, by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting. Such meetings are open to all members.

d) Directors' Waivers of Notice: Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

e) Quorum: At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at such 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.

EXHIBIT B

f) Compensation: The Directors' fees, if any, shall be determined by the Voting Members, except no fees shall be paid to Directors so long as Hollywood, Inc. has selected all or a majority of the Board of Directors.

ARTICLE IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

Section 1. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Village Association and may do all such acts and things as are not prohibited by law or this Village Association's Articles of Incorporation or these By-Laws. These powers shall specifically include but not be limited to the following:

a) To exercise all powers specifically set forth in the Declaration of Protective Covenants to which these By-Laws are attached as Exhibit B and all powers that are specifically set forth in the Articles of Incorporation of the Village Association attached to the Declaration of Protective Covenants as Exhibit A, and exercise all powers provided for in these By-Laws and all powers incidental thereto.

b) To make assessments, collect the same and to use and expend the funds so collected to carry out the purposes and powers of the Village Association.

c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Common Property including the right and power to employ attorneys, accountants, contractors, security officers, engineers, and any other professionals and any other persons as the need may arise.

d) To accept a deed or deeds of conveyance from Hollywood, Inc., conveying to the Village Association the Common Property in the Plat and also common property in any Subsequent Plat.

e) To exercise all other powers authorized by law which are not inconsistent with the Articles of Incorporation or By-Laws of this corporation.

All land constituting Common Property owned by the Village Association and all land designated to be maintained by the Village Association shall be for the use and benefit of the members of the Village Association and shall be for the use and benefit of one or more condominium associations or one or more homeowners' association that may be created.

ARTICLE V OFFICERS:

Section 1. Elective Officers: The officers of the Village Association shall be a President, a Vice President, a Secretary, Assistant Secretary, a Treasurer; and the first officers shall be the persons designated in ARTICLE VII of the Articles of Incorporation and said first officers shall serve until the annual meeting of the Board of Directors to be held immediately subsequent to the meeting of the membership in February, 1982. At such annual meeting of the Board of Directors in February, 1982, officers to fill these posts shall be elected for a term of one year and at each subsequent annual meeting officers shall be elected for a term of one year commencing with the

EXHIBIT B

said annual meeting of February, 1982, and annually thereafter. All officers shall be members of the Village Association except that so long as Hollywood, Inc. is a member of this Association it may designate persons to be eligible for election as officers, who are not members of the Village Association.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers as the Board of Directors deems necessary.

Section 3. Vacancies: In the event any office becomes vacant due to death, resignation, disqualification or for any other reason whatsoever, the Board of Directors shall fill the vacancy and the person so elected shall serve for the unexpired term.

ARTICLE VI

FINANCE AND ASSESSMENTS:

Section 1. Depositories: The funds of the Village Association shall be deposited in such bank and depository as may from time to time be determined by the Board of Directors, upon resolution approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Village Association as may be designated by the Board of Directors. Obligations of the Village Association shall be signed and contracted for by at least two officers of the Association.

Section 2. Fidelity Bond: If the Board of Directors shall determine it to be desirable it shall have the power to require a Fidelity Bond or acceptable indemnification for any officer or Director in any amount that may be determined by the Board of Directors.

Section 3. Fiscal Year: The Fiscal Year of the Village Association shall be the calendar year.

Section 4. Determination of Assessments:

a) The Board of Directors shall adopt a budget for each fiscal year at the annual meeting of the Board of Directors. The budget shall include the estimated funds required to defray Common Expenses, which Common Expenses shall include, but not be limited to the following:

i) Real and personal property taxes on Common Property.

ii) Premium for hazard insurance and premium for liability insurance on the Common Property.

iii) Costs of labor, supplies and materials for the maintenance of the Common Property.

iv) Costs of water and power for the maintenance of the Common Property and facilities thereon.

v) Cost of supervisory personnel, administrative personnel and of any other personnel that may be required to be employed to maintain and operate the Common Property.

EXHIBIT B

vi) Contingencies; reserves for repair or replacement and any other expenses designated as common expense by the Board of Directors, from time to time which should include funds for repair or replacements required because of damage, depreciation or obsolescence; betterments which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will become part of the Association's property and for operations, the amount of which may be to provide working funds or to meet losses.

Said budget shall itemize the costs of the principal types of expenditures and the amounts of estimated expense for each such type. In the event the Board of Directors fails to timely adopt an annual budget as required by these Articles for any fiscal year subsequent to the adoption of the initial budget, the budget which was in effect for the fiscal year immediately prior to the current fiscal year shall be deemed to have been adopted by the Board of Directors plus five (5%) per cent additional expense for each budgeted expense. Said budget shall remain in effect until the Board takes action to adopt a budget for the then current fiscal year or until the expiration of the fiscal year, whichever event occurs first.

b) Upon the adoption of the budget by the Board of Directors which budget shall determine the estimated Common Expenses for the fiscal year, the total of such estimated Common Expenses shall be divided by the total number of eligible and qualified "votes" in accordance with the voting provisions of these By-Laws and the resulting figure shall constitute the number of dollars to be assessed for the Fiscal Year against each member of the Village Association, as a General Assessment.

The Board of Directors may levy such general assessment and request it to be paid annually in advance or, in the discretion of the Board of Directors, it may determine to levy the assessment to be paid semi-annually in advance, quarterly in advance or monthly in advance.

A copy of the budget and the amount of the assessment levied and the manner of payment and due date of the assessment shall be mailed, postage prepaid, to each voting member of the Village Association at the address of the member as the same is shown on the books of the Village Association.

If the assessment has not been paid within ten (10) days of the due date as specified by the Board of Directors, the same shall be deemed delinquent and the member shall be deemed to be in default.

The lien hereinafter provided for of the Village Association against the property owned by the member who is in default

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may be enforced by the Village Association by foreclosure or, in the alternative, the Village Association may institute a suit in a proper court of the State of Florida to collect the amount of the assessment that is in default.

All assessments that are in default shall bear interest at the rate of six (6%) per cent per annum from the date of the default.

The defaulting member shall be liable to the Village Association for the amount of the assessment in default for interest thereon as herein provided and for court costs involved and reasonable attorneys' fees incurred by the Village Association for collection of the defaulted assessment.

c) The Board of Directors shall have the right to levy special assessments against the members of the Village Association in an amount that might be required by the Village Association to carry out the duties and responsibilities of the Village Association. In the event the Board of Directors determines to levy such special assessment, the total amount thereof, due date and member's share assessed against each member and the purpose of the assessment shall be sent in a notice mailed to each member in the manner hereinabove provided for the budget and notice of general assessment.

The Village Association shall have a lien against the property of the member to guarantee payment of the special assessment in the same manner as it has a lien against the property of the member to guarantee payment of the General Assessment, all as is more fully set forth hereinafter; and shall have the right to collect any defaulted special assessment in the same manner as it has to collect a general assessment.

d) Notwithstanding the above provision with reference to General Assessments and Budget, after the first year's Budget has been established, then in the next succeeding year the Budget shall not be increased in excess of 115% of the first year's Budget, unless same is approved by a vote of two-thirds of the members of the Association attending a properly called meeting at which a quorum is present. Similarly, in each succeeding year there shall be no increase in the Budget in excess of 115% of the immediately preceding year's Budget, unless the same has been approved by a vote of two-thirds of the members of the Association attending a properly called meeting at which a quorum is present.

ARTICLE VII

LIENS:

Each member of the Village Association as a condition of having become an owner of property agrees that the property owned by that member is subject to a lien in favor of the Village Association to secure the obligation of the member to pay any General or Special Assessment that has been levied or which shall be levied against the property of the member and such lien shall be secondary, inferior and subordinate only to a valid Institutional First Mortgage placed upon the property of the member.

ARTICLE VIII

BOOKS, RECORDS AND ANNUAL REPORTS:

Section 1. The Village Association shall maintain detailed books and records sufficient to describe and account for all income received and all expenditures. Such books and records shall be kept at the office of the Village Association and shall be available for inspection by a

EXHIBIT B

duly appointed committee of the membership by appointment, with the officers of the Village Association at reasonable hours, except that inspection cannot be made more than once in any calendar year.

No independent or external audit shall be required; however, the Board of Directors of the Village Association may in its discretion have an independent or external audit of the books.

Section 2. At each annual meeting of the Board of Directors, the officers of the Village Association shall present a financial report for the preceding calendar year which shall include, but not be limited to, balance sheet showing assets and liabilities as of the last day of the preceding calendar year and a statement of income and expense showing the actual income and actual expenses of the preceding calendar year. Thereafter, and on or before March 1st of each calendar year, the Treasurer of the Village Association shall mail to each voting member a copy of the financial report.

ARTICLE IX ENVIRONMENTAL CONTROL BOARD (ECB OR BOARD):

Section 1. The Board of Directors of the Village Association shall appoint an Environmental Control Board consisting of five (5) members who are well qualified in one or more fields of architecture, engineering, land planning, landscaping and construction.

Section 2. Term: The members of said ECB shall serve for a term of three (3) years or until their successors are duly appointed.

Section 3. Vacancies on the Board: If a member of the ECB dies, resigns, retires or is removed from office as hereinafter provided, then the remaining members shall continue to function until such time as the Board of Directors of the Village Association appoints a successor or successors who shall hold office for the balance of the unexpired term.

The Board of Directors of the Village Association by a 4/5ths vote may remove any member of the ECB.

Section 4. No compensation shall be paid to members of this Board.

Section 5. All action by this Board shall be by majority vote and at least three (3) members of this Board must agree in order for the Board to act.

Section 6. This Board shall have the responsibility of determining architectural criteria for the review and approval or disapproval of all new construction (this shall apply to new buildings or to additions or alterations to existing buildings) and criteria for parking areas and criteria for landscaping.

Section 7. This Board shall have the power to promulgate rules and regulations establishing criteria and shall have the power to change said rules and regulations from time to time.

There shall be no construction or remodeling of existing buildings or alterations to existing buildings without the

EXHIBIT B

prior written approval of this Board. In the event the Board fails to approve or disapprove the plans for construction or remodeling of existing buildings, in writing, within thirty (30) days after plans and specifications have been submitted to it, approval of the Board will not be required and this Article shall be deemed to have been fully complied with.

Section 8. None of the provisions of this ARTICLE IX with reference to the ECB shall be applicable to Hollywood, Inc.

ARTICLE X

RECREATION COMMITTEE:

Section 1. The Board of Directors of the Village Association shall appoint a Recreation Committee consisting of five (5) members who shall serve for a term of three years or until their successors are duly appointed.

Section 2. The Recreation Director of the City of Cooper City (if there is such a position) shall be a member at all times of this Recreation Committee; and if no such position exists, then the City Commission of the City of Cooper City shall by Resolution designate a person who shall be a member of this Recreation Committee.

Section 3. The Recreation Committee shall meet whenever it deems it necessary to meet and a majority of said Committee shall constitute a quorum and all actions by said Committee shall be taken by a majority of those present, providing a quorum is present.

Section 4. The general duties of this Recreation Committee shall be to supervise and be responsible for the planning and carrying out of an effective recreation program on all recreation facilities in the Plat and in any Subsequent Plat and said Recreation Committee is specifically mandated to integrate the organized recreational activity of the Village Association with the organized recreational activities of the City of Cooper City.

ARTICLE XI

OTHER COMMITTEES:

The Board of Directors of the Village Association shall have the authority to appoint other committees whether or not the same be standing committees or special committees and shall have the power to designate the term, composition, duties and powers of such other committees so appointed by the Board of Directors of the Village Association.

ARTICLE XII

CONTRACTS:

Section 1. The Board of Directors of the Village Association shall have the power to enter into contracts with any Cluster Association, Condominium Association or Homeowners' Association that may be created to own, manage or operate any property in the Plat or any Subsequent Plat.

EXHIBIT B

ARTICLE XIII LIABILITY SURVIVES TERMINATION OF MEMBERSHIP:

The termination of membership in the Village Association shall not relieve or release any such former owner or member from any liability or obligation incurred during the period of such ownership and membership, or impair any rights or remedies which the Village Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV SEVERABILITY:

Invalidity by any court or otherwise of any of the provisions of these By-Laws shall in no wise affect any other provision contained in these By-Laws which shall remain in full force and effect.

ARTICLE XV AMENDMENT TO THE BY-LAWS:

The By-Laws may be altered, amended or added to in the following manner by any one of the three provisions hereinafter set forth:

1- An amendment may be adopted by 4/5ths of the full Board of Directors of the Village Association.

2- An amendment may be adopted if it has been approved by the affirmative vote of a majority of the voting members at a meeting duly called for such purpose and if thereafter ratified by a majority of the Board of Directors of the Village Association.

3- An amendment may be adopted by the affirmative vote of 3/4ths of the total votes of the voting membership at a meeting duly called for such purpose.

APPROVED AND DECLARED as the BY-LAWS OF ROCK CREEK, INC.

DATED THIS 15th DAY OF NOVEMBER , 1977.

ROCK CREEK, INC.

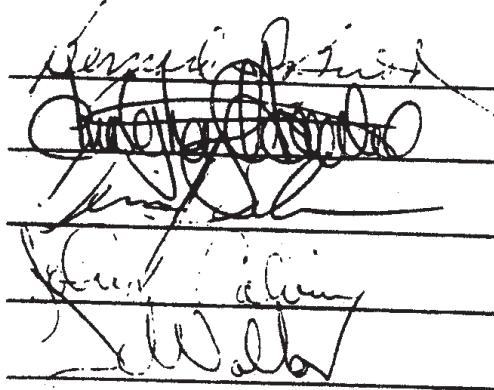
BY 
President

ATTEST 
Secretary

EXHIBIT B

THE FOREGOING ARE APPROVED AND DECLARED AS THE BY-LAWS
OF ROCK CREEK, INC.

DATED THIS 15th DAY OF NOVEMBER , 1977,

The block contains five horizontal lines, each with a handwritten signature. The signatures are written in dark ink and are somewhat stylized. The first signature is the most legible, appearing to be 'R. J. ...'. The second signature is more complex and circular. The third signature is a cursive 'J. ...'. The fourth signature is 'J. ...'. The fifth signature is 'W. ...'.

DIRECTORS

89118273

CERTIFICATE OF AMENDMENT
TO BY-LAWS

The By-Laws of ROCK CREEK, INC. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described Bylaws, a revision of the Bylaws of ROCK CREEK, INC. was made, approved and ratified by a unanimous vote of the Board of Directors on the 2nd day of March, 1989.

This Certificate and the attached Amendments to Bylaws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendments will become effective as the Amendments to Bylaws for the above-described Association.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 15th day of March, 1989.

ROCK CREEK, INC.

Attest:

By: [Signature]
President

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me, IRVIN W. NACHMAN and MICHAEL S. HUBER, the President and the Secretary respectively, whose names are signed to the attached and foregoing, and after having been first duly sworn, did hereby declare to the undersigned officer, that they signed the instrument voluntarily, and under no constraint or undue influence on behalf of the Corporation, on this 15th day of March, 1989.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

January 15, 1992

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314

19 24 AM 8 48

BK16294PCU904



-----denotes Deletion

_____denotes Addition

ARTICLE IVPOWERS AND DUTIES OF THE BOARD OF DIRECTORS:

Section 1. (Adding New Subsection f)

f) To impose fines against its members for violation of any provision of the Articles of Incorporation, these By-laws, the Rules and Regulations or the Declaration of Protective Covenants and Restrictions, in accordance with the fining procedure hereinafter established.

 SUBSTANTIAL REVISION ADDING NEW ARTICLE XVII

NEW ARTICLE XVII FINING PROCEDURE:

The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation;

and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one; or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (i) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

(d) Maximum Fine. The maximum fine permitted shall be \$50.00 per violation; and in the event of a continuing violation, \$50.00 per day for each day the violation continues to exist.

BK16294PC.905

AMENDMENTS TO THE BY-LAWS OF ROCK CREEK, INC.

-----denotes Deletion

_____denotes Addition

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 3. Annual Meeting: The annual meeting shall be held at ~~10:00 A. M.~~ 7:30 P. M. Eastern Standard Time on the third ~~Wednesday~~ Tuesday of February of each year, commencing with the year 1982, for the purpose of electing Directors and transacting any other business authorized to be transacted by the membership, provided, however, that if that day is a legal holiday the meeting shall be held at the same hour on the next secular day following. ~~Prior to At~~ the annual meeting the ~~membership current~~ Board of Directors shall ~~first~~ determine the number of Directors for the ensuing year in accordance with the provisions of Article IV hereinafter. ~~and~~ The membership, through mail-in ballot, in person, or by proxy, shall elect by plurality vote (cumulative voting prohibited) the Board of Directors; and if a regular quorum be present, shall transact such other business as may properly be brought before the meeting. There shall be no requirement to hold an Annual Membership Meeting until the date set forth hereinabove for the first annual meeting.

~~Notwithstanding anything contained in the foregoing to the contrary, if by or after December 31, 1981, Developer Hollywood, Inc. has sold at least fifteen percent (15%) of all the single family residential lots which it anticipates developing within the subdivisions STONEBRIDGE PHASE ONE (P.B. 91, p. 9, Broward) and ROCK CREEK PHASE TWO, (P.B. 104, p. 34, Broward), then the President or Secretary of this Company shall call a Special Meeting of the Members to be held at 7:00 p.m. on the third Tuesday of February of the year after which the requisite number of single family residential lots are sold. The purposes of such Special Meeting of the Members shall be to determine the number of persons to serve on the Board of Directors, as described in Article IV hereof, and for the Members to elect one third of the members of the Board of Directors of this Company to serve until the later of the expiration of one (1) year from the date of their election at such Special Meeting or until their successors shall be elected and qualify.~~

The President shall appoint a Nominating Committee for the purpose of nominating qualified individuals to serve for the ensuing year. The names of those nominated by the Nominating Committee, together with any other qualified individuals who notify the association of their desire to run for a Directorship, shall be listed in alphabetical order on a mail-in ballot, to be mailed to the entire membership at least 20 days prior to the Annual Meeting. Mail-in ballots shall be returned to such independent person or firm as may be selected by the Board of Directors within the time stated on the ballot. It is anticipated (but not required) that if there are more nominees than positions to be filled, the Association shall sponsor a Candidate's Night prior to the Annual Meeting.

In the event that there are equal or fewer nominees than positions to be filled, those nominees shall be deemed the Directors for the ensuing year by acclamation, and shall constitute the full Board for that year. In that event, there shall nevertheless be an Annual Meeting for the purpose of transacting such other business as may properly come before the Membership.

BK 6736PC 496

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

89225753

CERTIFICATE OF AMENDMENT
TO BYLAWS

The Bylaws of ROCK CREEK, INC. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described Bylaws, revisions to the Bylaws of ROCK CREEK, INC. were made, approved and ratified by a unanimous vote of the Board of Directors on the 4th day of May, 1989.

This Certificate and the attached Amendments to Bylaws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendments will become effective as the Amendments to Bylaws for the above-described Association.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 11 day of June, 1989.

ROCK CREEK, INC.

Attest:

By: [Signature]

President

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me, [Signature], the President and the Secretary respectively, whose names are signed to the attached and foregoing, and after having been first duly sworn, did hereby declare to the undersigned officer, that they signed the instrument voluntarily, and under no constraint or undue influence on behalf of the Corporation, on this 11 day of June, 1989.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires: [Signature]



This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314

AK 6494FC 615

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AMENDMENT TO THE BYLAWS
OF
ROCK CREEK, INC.

Denotes addition

Denotes deletion

Article II

Section 8. MEMBERSHIP CERTIFICATE TRANSFER: Inasmuch as the grantor and the grantee of any properties restricted herein are jointly and severally liable for the assessments due the Village Association as of the date of closing, and inasmuch as no transfer of membership shall take place unless any and all assessments have been paid in full, it is necessary that all proposed grantees contact the Village Association prior to closing.

The Village Association shall not be required to issue a membership certificate to each member, and said certificate shall entitle the member to one vote unless a different number of votes be specified thereon.

Prior to the transfer of any real property which is the subject of the membership, the proposed grantee shall submit written notice of his or her intention to purchase within Rock Creek on such forms as may be required by the Village Association, and shall be required to:

- A. attend an orientation meeting at such time and place as may be designated by the Village Association for the purpose of advising the proposed grantee of the restrictions of, and the amenities within, the community; or if circumstances exist where it would be impractical to attend such a meeting, then
- B. acknowledge in writing and prior to closing, the receipt of an information package prepared by the Village Association.

In the event the member no longer owns real property which is the subject of the membership resulting from sale, thereafter assigned assignment, operation of law or otherwise, said member or its personal representative shall simultaneously forward to the Association's secretary written evidence, by copy of Deed or otherwise, of the name, manner of transfer and current mailing address for the new membership, whereupon the Association shall issue a new Membership Certificate to the new member.

BK 6494 PG. 616

Adopted 5/4/89

AMENDMENT TO THE BYLAWS
OF
ROCK CREEK, INC.

Denotes addition

~~Denotes deletion~~

Article IV

DIRECTORS:

Section 3. Rules Governing the Board of Directors: The first Board of Directors and all subsequent Boards of Directors shall be governed by the following rules:

(Subsections a) through f) remain in their entirety]

g) Disqualification and Removal: Once elected to the Board of Directors, a Director may be removed from the Board and disqualified from further service during the remaining term of office for two consecutive, unexcused absences from any scheduled meetings of the Board of Directors. The remaining members of the Board, by a majority vote of those present, shall determine at each meeting whether an absence is excused. Upon the second consecutive, unexcused absence, the Secretary of the Village Association shall notify the disqualified Director of his or her removal from office, and the reason therefor.

Adopted 5/4/89

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

BK 6494 PG 617

CERTIFICATE OF AMENDMENTS
TO BY-LAWS

89356490

The By-Laws of ROCK CREEK, INC. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described By-Laws, revisions to the By-Laws of ROCK CREEK, INC. were made, approved and ratified by the requisite vote of the Board of Directors on the 3rd day of August, 1989.

This Certificate and the attached Amendments to By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendments will become effective as the Amendments to By-Laws for the above-described Corporation.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 28th day of AUGUST, 1989.

ROCK CREEK, INC.

By: [Signature]
President

Attest:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

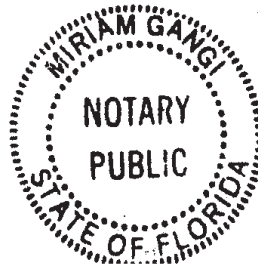
Personally appeared before me, VERKI MINNAUGH and KEN FRIEDMAN, the President and the Secretary respectively, whose names are signed to the attached and foregoing, and after having been first duly sworn, did hereby declare to the undersigned officer, that they signed the instrument voluntarily, and under no constraint or undue influence on behalf of the Corporation, on this 28th day of AUGUST, 1989.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

Notary Public State of Florida
My Commission Expires Oct. 24, 1992
Bonded Thru Bankers Ins. Co.

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road



SEP 5 4 11 PM '89

BK 6736 P60497

AMENDMENT TO THE BY-LAWS
OF
ROCK CREEK, INC.

-----denotes Deletion

_____denotes Addition

ARTICLE VI FINANCE AND ASSESSMENTS:

b) Upon the adoption of the budget by the Board of Directors which budget shall determine the estimated Common Expenses for the fiscal year, the total of such estimated Common Expenses shall be divided by the total number of eligible and qualified "votes" in accordance with the voting provisions of these By-Laws and the resulting figure shall constitute the number of dollars to be assessed for the Fiscal Year against each member of the Village Association, as a General Assessment.

The Board of Directors may levy a general assessment and request it to be paid annually in advance or, in the discretion of the Board of Directors, it may determine to levy the assessment to be paid semi-annually in advance, quarterly in advance or monthly in advance.

A copy of the budget and the amount of the assessment levied and the manner of payment and due date of the assessment shall be mailed, postage prepaid, to each voting member of the Village Association at the address of the member as the same is shown on the books of the Village Association.

If the assessment has not been paid within ten (10) days of the due date as specified by the Board of Directors, the same shall be deemed delinquent and the member shall be deemed in default.

The lien hereinafter provided for of the Village Association against the property owned by the member who is in default may be enforced by the Village Association by foreclosure or, in the alternative, the Village Association may institute a suit in a proper court of the State of Florida to collect the amount of the assessment that is in default.

~~All assessments that are in default shall bear interest at the rate of six (6%) per cent per annum from the date of the default. In the event that any assessment shall remain unpaid for a period of twenty (20) days following its due date, there shall be charged to the member's account a late fee in the amount of Twenty Five Dollars (\$25.00), which charge shall be collectible from the member as any other assessment.~~

The defaulting member shall be liable to the Village Association for the amount of the assessment in default, for late fees, ~~for interest thereon as herein provided~~ and for court costs involved and for reasonable attorney's fees incurred by the Village Association for collection of the defaulted assessment.

8/3/89

BM 673670430

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
1. HESTER
CLERK ADMINISTRATOR

AMENDMENT TO THE BYLAWS

OF

ROCK CREEK, INC.

Denotes addition

Denotes deletion

Article IX

Section 6. ~~This~~ The Environmental Control Board shall have the responsibility of determining architectural criteria for the review and approval or disapproval of all new construction (this shall apply to new buildings or to additions or alterations to existing buildings); ~~and~~ criteria for parking areas; ~~and~~ criteria for landscaping; ~~and~~ criteria for continuing maintenance standards for all properties within the plats of STONEBRIDGE-PHASE ONE and ROCK CREEK PHASE TWO. Any criteria approved by this Board shall have no force or effect until approved by the Board of Directors.

Adopted as Revised 6-0
on April 5, 1990

BK 17368PG0036

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

90491513

CERTIFICATE OF AMENDMENT
TO BY-LAWS

The By-Laws of ROCK CREEK, INC. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described By-Laws, a revision to the By-Laws of ROCK CREEK, INC. was made, approved and ratified by the requisite vote of the Board of Directors on the 8th day of November, 1990.

This Certificate and the attached Amendment to the By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendment will become effective as the Amendment to the By-Laws for the above-described Corporation.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 4TH day of December, 1990.

ROCK CREEK, INC.

Attest:

Renee Grutman
Secretary

By: Joseph C. Abell J.
President

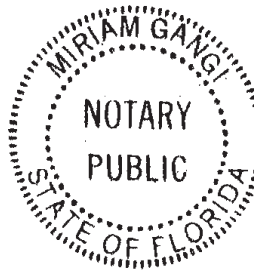
STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me JOSEPH ABELL and RENEE GRUTMAN, the President and the Secretary respectively, whose names are signed to the attached and foregoing, and after having been first duly sworn, did hereby declare to the undersigned officer, that they signed the instrument voluntarily, and under no constraint or undue influence on behalf of the Corporation, on this 4TH day of December, 1990.

Miriam Gangi
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:
Notary Public State of Florida
My Commission Expires Oct. 24, 1992
Bonded Thru Bankers Ins. Co.

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314



-----denotes Deletion

_____denotes Addition

ARTICLE IV

DIRECTORS


Section 1. Number, term and Qualifications: The affairs of the Village Association shall be governed by a Board of Directors composed of not less than five (5) nor more than nine (9) persons. All Directors shall be members of the Village Association, provided, however, that so long as Hollywood, Inc. is a member of the Village Association, it may designate one or more persons who would then be eligible to be Directors.

~~Commencing with the annual meeting of February, 1982, the term of each Director's service shall extend until the next annual meeting of the membership and thereafter until his successor is duly elected and qualified or until he is removed from office in the manner hereinafter provided.~~

The Directors shall be elected to serve a two year term by a staggered election process. In order to implement this procedure, the three Directors receiving the highest vote total at the Annual Meeting of February, 1991 shall serve for an initial two year term, and the remaining Directors shall serve for a one year term. Thereafter, each Director shall be elected to serve for a two year period or until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

**** NOTE: Sections 2 and 3 remain in their entirety. ****

Adopted this 8th day of November, 1990.


Secretary

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

BK17984PG0270

89118273

CERTIFICATE OF AMENDMENT
TO BY-LAWS

The By-Laws of ROCK CREEK, INC. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described Bylaws, a revision of the Bylaws of ROCK CREEK, INC. was made, approved and ratified by a unanimous vote of the Board of Directors on the 2nd day of March, 1989.

This Certificate and the attached Amendments to Bylaws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendments will become effective as the Amendments to Bylaws for the above-described Association.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 15th day of March, 1989.

ROCK CREEK, INC.

Attest:

By: Vicki Minnaugh
President

Michael S. Swibel
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me, Vicki Minnaugh and Michael S. Swibel, the President and the Secretary respectively, whose names are signed to the attached and foregoing, and after having been first duly sworn, did hereby declare to the undersigned officer, that they signed the instrument voluntarily, and under no constraint or undue influence on behalf of the Corporation, on this 15th day of March, 1989.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

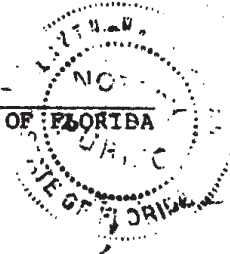
My Commission expires:

January 15, 1992

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314

19 ... 24 AM 8 48

BK16294PG0904



AMENDMENTS TO THE BY-LAWS
OF
ROCK CREEK, INC.

-----denotes Deletion

_____denotes Addition

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

Section 1. (Adding New Subsection f)

f) To impose fines against its members for violation of any provision of the Articles of Incorporation, these By-laws, the Rules and Regulations or the Declaration of Protective Covenants and Restrictions, in accordance with the fining procedure hereinafter established.

SUBSTANTIAL REVISION ADDING NEW ARTICLE XVII

NEW ARTICLE XVII FINING PROCEDURE:

The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) the alleged violation;

(ii) the action required to abate the violation;

and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one; or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

(i) the nature of the alleged violation;

(ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;

(iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and

(iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

(d) Maximum Fine. The maximum fine permitted shall be \$50.00 per violation; and in the event of a continuing violation, \$50.00 per day for each day the violation continues to exist.

BK16294PC.905

AMENDMENTS TO THE BY-LAWS
OF
ROCK CREEK, INC.

-----denotes Deletion

_____denotes Addition

ARTICLE XVI

ATTORNEY'S FEES AND COSTS:

In the event that it should become necessary for the Village Association to engage the services of an attorney for the purpose of enforcing any provision of the Articles of Incorporation, these Bylaws, the Rules and Regulations or the Declaration of Protective Covenants and Restrictions, there shall be assessed against the violating member, as and when incurred, any and all attorney's fees and costs, whether suit be brought or not.

In any legal or administrative proceeding arising from an alleged default or violation by a member of either the Articles of Incorporation, these Bylaws, the Rules and Regulations or the Declaration of Protective Covenants and Restrictions, the Village Association shall be entitled to recover from such member all of its costs, including such reasonable attorneys' fees as shall be determined by the Court or hearing officer.

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

BK16294PG0906

TO
ARTICLE II, SECTION 7
AND TO
ARTICLE III, SECTION 2
OF THE BY-LAWS OF
ROCK CREEK, INC.

UNDERLINE denotes Addition

~~STRIKE THROUGH~~ denotes Deletion

Article II. MEMBERSHIP AND VOTING PROVISIONS

Section 7. PROXIES: Votes may be cast in person or by limited proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the secretary of the Village Association prior to the meeting in which the proxies are to be used and shall be valid only for the particular meeting designated therein.

~~more than five (5) proxies.~~

~~No person shall be entitled to hold~~

*

*

*

Article III. MEETING OF THE MEMBERSHIP

Section 2. Notices: It shall be the duty of the secretary to mail or deliver notices to each annual or special meeting, stating the time and place thereof, to each member at least fourteen (14) days, but no more than twenty (20) days prior to such meeting; notwithstanding the foregoing, if the only matters to be considered at such meeting consist of the vote on proposed amendments to the Declaration of Protective Covenants and Restrictions or Articles of Incorporation, then notice of such meeting shall be mailed or delivered to the membership at least fourteen (14) days, but not more than ninety (90) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the member as it appears on the books of the Village Association.

Approved 7/9/92
by the Board

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

BRN 9786PG0015

AMENDMENT TO THE BY-LAWS OF ROCK CREEK, INC.

Underline denotes ADDITION
~~Strike Through~~ denotes DELETION

ENVIRONMENTAL CONTROL BOARD (Doing business
as the ARCHITECTURAL REVIEW BOARD)

Article IX, Section 5.

~~All action by this Board shall be by majority vote and at least three (3) members of this Board must agree in order for the Board to act.~~ This Board shall meet whenever it deems it necessary to meet, and a majority of said Board shall constitute a quorum. All questions presented to this Board shall be decided by a majority of those present, providing a quorum is present. Between established meetings of this Board, the Board shall have the ability to consider any proposals which may be submitted; and all decisions of this Board in between such meetings, shall be by a three-fifths (3/5) written consensus.

Approved 6/10/93

BK21004 Pg 152

CERTIFICATE OF AMENDMENT
TO BY-LAWS

93-343307 T#006
08-19-93 04:04PM

The By-Laws of ROCK CREEK, INC. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described By-Laws, a revision to the By-Laws of ROCK CREEK, INC. was made, approved and ratified by the requisite vote of the Board of Directors on the 10th day of June, 1993.

This Certificate and the attached Amendment to the By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendment will become effective as the Amendment to the By-Laws for the above-described Corporation.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 12th day of August, 1993.

ROCK CREEK, INC.

Attest:

By:

L. Lowenthal
L. Lowenthal, President
11700 Stonebridge Parkway
Cooper City, Florida

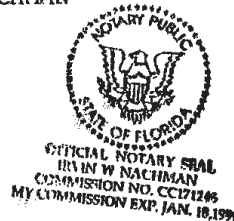
Renee Grutman
Renee Grutman, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me, L. Lowenthal and Renee Grutman, the President and the Secretary respectively, whose names are signed to the attached and foregoing, did hereby declare to the undersigned officer, that they signed the instrument voluntarily, and under no constraint or undue influence on behalf of the Corporation, on this 12th day of August, 1993. Each signatory is personally known to me.

Irvin W. Nachman
NOTARY PUBLIC, STATE OF FLORIDA
IRVIN W. NACHMAN

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314



BR21004PG0151

92354710

CERTIFICATE OF AMENDMENT
TO BY-LAWS

The By-Laws of ROCK CREEK, INC. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described By-Laws, a revision to the By-Laws of ROCK CREEK, INC. was made, approved and ratified by the requisite vote of the Board of Directors on the 9th day of July, 1992.

This Certificate and the attached Amendments to the By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendments will become effective as the Amendments to the By-Laws for the above-described Corporation.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 13th day of August, 1992.

ROCK CREEK, INC.

By:

L. Lowenthal
President

Attest:

Rene Gruiman
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me L. LOWENTHAL and RENE GRUIMAN, the President and the Secretary respectively, whose names are signed to the attached and foregoing, and after having been first duly sworn, did hereby declare to the undersigned officer, that they signed the instrument voluntarily, and under no constraint or undue influence on behalf of the Corporation, on this 13th day of August, 1992. Each signatory is personally known to me and did take an oath.

Irvin W. Nachman
NOTARY PUBLIC, STATE OF FLORIDA
IRVIN W. NACHMAN

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314



AUG 17 10 06 AM '92

BK 9786 PC 0014

9.10
1.50
4E

93-488144 T#003
10-26-93 11:59AM

CERTIFICATE OF AMENDMENT
TO BY-LAWS

The By-Laws of ROCK CREEK, INC. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described By-Laws, a revision to the By-Laws of ROCK CREEK, INC. was made, approved and ratified by the requisite vote of the Board of Directors on the 14th day of September, 1993.

This Certificate and the attached Amendment to the By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendment will become effective as the Amendment to the By-Laws for the above-described Corporation.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed hereto this 31st day of October, 1993.

ROCK CREEK, INC.

By:

L. Lowenthal
Its President
11700 Stonebridge Parkway
Cooper City, Florida

Attest:

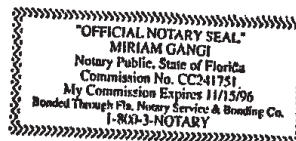
Rene Grutman
Its Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me, L. LOWENTHAL and RENE GRUTMAN, the President and the Secretary respectively, whose names are signed to the attached and foregoing, and after having been first duly sworn, did hereby declare to the undersigned officer, that they signed the instrument voluntarily, and under no constraint or undue influence on behalf of the Corporation, on this 31st day of October, 1993. Each signatory is personally known to me or produced as identification.

Miriam Gangi
NOTARY PUBLIC, STATE OF FLORIDA
Printed Name: MIRIAM GANGI

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314



BK21314P60443

[Handwritten initials]

AMENDMENTS TO THE BY-LAWS
OF
ROCK CREEK, INC.

Underline denotes addition
~~Strikethrough~~ denotes deletion

ARTICLE XVII FINING PROCEDURE:

The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one; or a statement that any further violation of the same rule, article or restriction may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule, article or restriction is subsequently violated, the Board may, upon notice of the fine hearing and upon approval by a Fine Committee (whose members shall be appointed by the Board from time to time), impose a fine. The notice shall be sent by first class mail and by certified mail and shall state:

- (i) the nature of the alleged violation;
- (ii) ~~that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine; that the Fine Committee shall convene a hearing not sooner than fourteen (14) days after the date of the notice to consider the imposition of a fine; and~~
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator (or by his or her counsel) at the hearing; and
- (iv) ~~that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice;~~

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session; The hearing shall be held before a Fine Committee consisting of not less than three members of the Village Association (who shall be neither officers, directors, nor employees of the Village Association nor their spouses) and the alleged violator shall be given a reasonable opportunity to be heard. A majority of the Fine Committee members present shall determine whether a fine shall be imposed. Unless a majority of the Fine Committee members present agree that a fine should be imposed, no fine shall be imposed. The minutes of the meeting shall contain a written statement of the results of the hearing.

(d) Maximum Fine. The maximum fine permitted shall be \$50.00 per violation; and in the event of a continuing violation, \$50.00 per day for each day the violation continues to exist, not to exceed \$1,000.00. The Fine Committee shall determine the amount of any fine imposed.

APPROVED BY THE OFFICIAL RECORDS BOOK
OF ROCK CREEK, INC., FLORIDA
JANUARY 2000

BK24033PG0696

AMENDMENT TO THE BY-LAWS
OF
ROCK CREEK, INC.

-----denotes Deletion
_____denotes Addition

ARTICLE VI FINANCE AND ASSESSMENTS:

b) Upon the adoption of the budget by the Board of Directors which budget shall determine the estimated Common Expenses for the fiscal year, the total of such estimated Common Expenses shall be divided by the total number of eligible and qualified "votes" in accordance with the voting provisions of these By-Laws and the resulting figure shall constitute the number of dollars to be assessed for the Fiscal Year against each member of the Village Association, as a General Assessment.

The Board of Directors may levy a general assessment and request it to be paid annually in advance or, in the discretion of the Board of Directors, it may determine to levy the assessment to be paid semi-annually in advance, quarterly in advance or monthly in advance.

A copy of the budget and the amount of the assessment levied and the manner of payment and due date of the assessment shall be mailed, postage prepaid, to each voting member of the Village Association at the address of the member as the same is shown on the books of the Village Association.

If the assessment has not been paid within ten (10) days of the due date as specified by the Board of Directors, the same shall be deemed delinquent and the member shall be deemed in default.

The lien hereinafter provided for of the Village Association against the property owned by the member who is in default may be enforced by the Village Association by foreclosure or, in the alternative, the Village Association may institute a suit in a proper court of the State of Florida to collect the amount of the assessment that is in default.

In the event that any assessment shall remain unpaid for a period of twenty (20) days following its due date, there shall be charged to the member's account a late fee in the amount of Twenty-Five Dollars (\$25.00), which charge shall be collectible from the member as any other assessment.

The defaulting member shall be liable to the Village Association for the amount of the assessment in default; and additionally, for late fees, for all costs of collection (whether or not through the services of an attorney), for court costs involved and for reasonable attorney's fees incurred by the Village Association for collection of the defaulted assessment.

"RCAMENCOL"
Approved
9/14/93

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

BK21314PG0444

94-176227 T#002
04-12-94 07:48PM

**Certificate of Amendment
to the By-Laws
of
Rock Creek, Inc.**

The By-Laws of Rock Creek, Inc. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described By-Laws, amendments to the By-Laws were made, ratified and approved by the requisite vote of the Board of Directors on February 10, 1994.

This Certificate and the attached Amendments to the By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendments will become effective.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this 15th day of February, 1994.

WITNESSETH:

ROCK CREEK, INC.

Ed Miller
Print: ED MILLER

Miriam Gangi
Print: MIRIAM GANGI

By: L. Lowenthal
L. Lowenthal, President
11700 Stonebridge Parkway
Cooper City, Florida 33026

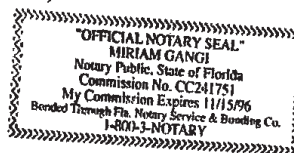
ATTEST: Renee Grutman (SEAL)
Renee Grutman, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of February, 1994 by L. Lowenthal, the President and Renee Grutman, the Secretary of Rock Creek, Inc., a Florida corporation not-for-profit, on behalf of the corporation. They are each personally known to me.

Miriam Gangi
Notary Public, State of Florida
MIRIAM GANGI
Printed Signature of Notary
(SEAL)

**This instrument prepared by:
(and to be returned to:)**
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314



041995760400

**Amendments
to the
By-Laws
of
Rock Creek, Inc.**

Underline denotes addition
~~Strikethrough~~ denotes deletion

Article II. MEMBERSHIP AND VOTING PROVISIONS

Section 7. PROXIES: Votes may be cast in person or by limited proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the secretary of the Village Association prior to the meeting in which the proxies are to be used and shall be valid only for the particular meeting designated therein.

No person shall be named as proxyholder (nor permitted to name a substitute proxyholder) in more than five proxies total.

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

Passed 2/10/94

BK 21995PC0401

94-433590 T#006
09-01-94 04:14PM

This instrument prepared by:
(and to be returned to:)
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

**Certificate of Amendment
to the By-Laws
of
Rock Creek, Inc.**


The By-Laws of Rock Creek, Inc. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.


Pursuant to the provisions of Article XV of the afore-described By-Laws, amendments to the By-Laws were made, ratified and approved by the requisite vote of the Board of Directors on July 14, 1994.

This Certificate and the attached Amendments to the By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendments will become effective.

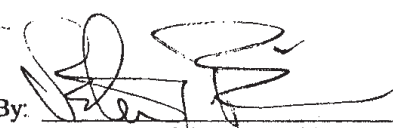
IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this 4th day of August, 1994.

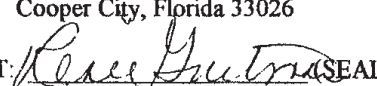
WITNESSETH:


Print: ED MILLER


Print: MIRIAM GANGI

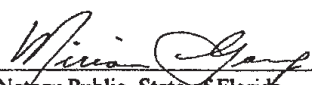
ROCK CREEK, INC.

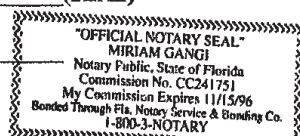
By: 
Peter Richman, President
11700 Stonebridge Parkway
Cooper City, Florida 33026

ATTEST:  (SEAL)
Renee Grutman, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of August, 1994 by Peter Richman, the President and Renee Grutman, the Secretary of Rock Creek, Inc., a Florida corporation not-for-profit, on behalf of the corporation. They are each personally known to me.

 (SEAL)
Notary Public, State of Florida
MIRIAM GANGI
Printed Name



BN 22567 PG 0370

1023m

AMENDMENT TO THE BY-LAWS
OF
ROCK CREEK, INC.

-----denotes Deletion
_____denotes Addition

ARTICLE VI FINANCE AND ASSESSMENTS:

b) Upon the adoption of the budget by the Board of Directors which budget shall determine the estimated Common Expenses for the fiscal year, the total of such estimated Common Expenses shall be divided by the total number of eligible and qualified "votes" in accordance with the voting provisions of these By-Laws and the resulting figure shall constitute the number of dollars to be assessed for the Fiscal Year against each member of the Village Association, as a General Assessment.

The Board of Directors may levy a general assessment and request it to be paid annually in advance or, in the discretion of the Board of Directors, it may determine to levy the assessment to be paid semi-annually in advance, quarterly in advance or monthly in advance.

A copy of the budget and the amount of the assessment levied and the manner of payment and due date of the assessment shall be mailed, postage prepaid, to each voting member of the Village Association at the address of the member as the same is shown on the books of the Village Association.

If the assessment has not been paid within ten (10) days of the due date as specified by the Board of Directors, the same shall be deemed delinquent and the member shall be deemed in default.

The lien hereinafter provided for of the Village Association against the property owned by the member who is in default may be enforced by the Village Association by foreclosure or, in the alternative, the Village Association may institute a suit in a proper court of the State of Florida to collect the amount of the assessment that is in default.

In the event that any assessment shall remain unpaid for a period of twenty (20) days following its due date, there shall be charged to the member's account a late fee in the amount of Twenty-Five Dollars (\$25.00), which charge shall be collectible from the member as any other assessment.

In addition to the late fees currently assessed for failure to timely pay any regular or special assessment, in the event that an assessment shall remain unpaid on the twelve month anniversary of its due date, there shall be added a late fee of an additional Twenty-Five Dollars (\$25.00).

The defaulting member shall be liable to the Village Association for the amount of the assessment in default; and additionally, for late fees, for all costs of collection (whether or not through the services of an attorney), for court costs involved and for reasonable attorney's fees incurred by the Village Association for collection of the defaulted assessment.

Any payments made to the Village Association by any member shall first be applied to any administrative late fees, then to any collection costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment with the oldest delinquent assessment retired first).

"RCAMEN COL"

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

BK 22567 PG 0371

AMENDMENT TO THE BY-LAWS
OF
ROCK CREEK, INC.

-----denotes Deletion

_____denotes Addition

ARTICLE XVI ATTORNEY'S FEES AND COSTS:

In any legal or administrative proceeding arising from an alleged default or violation by a member of either the Articles of Incorporation, these Bylaws, the Rules and Regulations or the Declaration of Protective Covenants and Restrictions, the Village Association shall be entitled to recover from such member all of its costs, including such reasonable attorneys' fees as shall be determined by the Court or hearing officer.

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

Amendments
to the
By-Laws
of
Rock Creek, Inc.

Underline denotes addition
~~Strikethrough~~ denotes deletion

Article II. MEMBERSHIP AND VOTING PROVISIONS

Section 5. QUORUM: The ~~Generally~~, the presence in person or by proxy of a majority of the voting membership shall constitute a quorum. Notwithstanding the foregoing, as to any vote of the membership required or permitted by the Internal Revenue Service, a quorum shall consist of those members in attendance at a membership meeting duly called, noticed and held (which notice shall specify the matter or matters to be considered).

Adopted April 11, 2002
Considered 3/14/02

14
This instrument prepared by:
(and to be returned to:)
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

**Certificate of Amendment
to the By-Laws
of
Rock Creek, Inc.**

The By-Laws of Rock Creek, Inc. were duly recorded in Official Records Book 7301,
Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article II of the afore-described By-Laws, amendments to
the By-Laws were made, ratified and approved by the requisite vote of the Board of Directors on
April 11, 2002.

This Certificate and the attached Amendments to the By-Laws are being filed in the
Public Records of Broward County, Florida. Upon proper recordation and filing in the Public
Records, the attached Amendments will become effective.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to
be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this
5th day of May, 2003.

WITNESSETH:

ROCK CREEK, INC.

Print: Victor A. Minnigh

By: Stan Neumann

Stan Neumann, Secretary
11700 Stonebridge Parkway
Cooper City, Florida 33026

Print: Irvin W. Nachman

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of May, 2003 by
Stan Neumann, the Secretary of Rock Creek, Inc., a Florida corporation not-for-profit, on behalf
of the corporation. He is personally known to me.

Victor A. Minnigh
Notary Public, State of Florida

Printed Signature of Notary (SEAL)



2

Amendments
to the
By-Laws
of
Rock Creek, Inc.

Underline denotes addition
~~Strikethrough~~ denotes deletion

Article II. MEMBERSHIP AND VOTING PROVISIONS

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Considered & Adopted 4/11/02



I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 23 day
of May 2003.
By [Signature]
Deputy Clerk

This instrument prepared by:
(and to be returned to:)
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

**Certificate of Amendment
to the By-Laws
of
Rock Creek, Inc.**

The By-Laws of Rock Creek, Inc. were duly recorded in Official Records Book 7301, Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article II of the afore-described By-Laws, amendments to the By-Laws were made, ratified and approved by the requisite vote of the Board of Directors on May 9, 2002.

This Certificate and the attached Amendments to the By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendments will become effective.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this 5th day of May, 2003.

WITNESSETH:

ROCK CREEK, INC.

Print: Victor A. Minnaugh

By: Stan Neumann

Stan Neumann, Secretary
11700 Stonchridge Parkway
Cooper City, Florida 33026

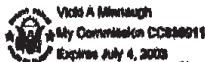
Print: Irvin W. Nachman

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of May, 2003 by Stan Neumann, the Secretary of Rock Creek, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me.

Notary Public State of Florida

Victor A. Minnaugh
Printed Signature of Notary (SEAL)



(2)

**AMENDMENT TO THE BY-LAWS
OF
ROCK CREEK, INC.**

Strikethrough Denotes Deletion
Underline Denotes Addition

ARTICLE VI FINANCE AND ASSESSMENTS:

(b) Upon the adoption of the budget by the Board of Directors which budget shall determine the estimated Common Expenses for the fiscal year, the total of such estimated Common Expenses shall be divided by the total number of eligible and qualified "votes" in accordance with the voting provisions of these By-Laws and the resulting figure shall constitute the number of dollars to be assessed for the Fiscal Year against each member of the Village Association, as a General Assessment.

The Board of Directors may levy a general assessment and request it to be paid annually in advance or, in the discretion of the Board of Directors, it may determine to levy the assessment to be paid semi-annually in advance, quarterly in advance or monthly in advance.

A copy of the budget and the amount of the assessment levied and the manner of payment and due date of the assessment shall be mailed, postage prepaid, to each voting member of the Village Association at the address of the member as the same is shown on the books of the Village Association.

If the assessment has not been paid within ten (10) days of the due date as specified by the Board of Directors, the same shall be deemed delinquent and the member shall be deemed in default.

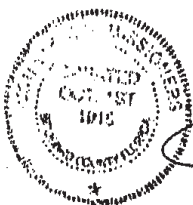
The lien hereinafter provided for of the Village Association against the property owned by the member who is in default may be enforced by the Village Association by foreclosure or, in the alternative, the Village Association may institute a suit in a proper court of the State of Florida to collect the amount of the assessment that is in default.

In the event that any assessment shall remain unpaid for a period of twenty (20) days following its due date, there shall be charged to the member's account a late fee in the amount of ~~Twenty-Five Dollars (\$25.00)~~ Fifty Dollars (\$50.00), which charge shall be collectible from the member as any other assessment.

In addition to the late fees currently assessed for failure to timely pay any regular or special assessment, in the event that an assessment shall remain unpaid on the twelve month anniversary of its due date, there shall be added a late fee of an additional ~~Twenty-Five Dollars (\$25.00)~~ Fifty Dollars (\$50.00).

The defaulting member shall be liable to the Village Association for the amount of the assessment in default; and additionally, the late fees, for all costs of collection whether or not through the services of an attorney, for court costs involved and for reasonable attorney's fees incurred by the Village Association for collection of the defaulted assessment.

Any payments made to the Village Association by any member shall first be applied to any administrative late fees, then to any collection costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment with the oldest delinquent assessment retired first.



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 23 day of May 2007.
By [Signature]
Deputy Clerk

172
This instrument prepared by:
(and to be returned to:)
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

**Certificate of Amendment
to the By-Laws
of
Rock Creek, Inc.**

The By-Laws of Rock Creek, Inc. were duly recorded in Official Records Book 7301,
Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article II of the afore-described By-Laws, amendments to
the By-Laws were made, ratified and approved by the requisite vote of the Board of Directors on
April 9, 2003.

This Certificate and the attached Amendments to the By-Laws are being filed in the
Public Records of Broward County, Florida. Upon proper recordation and filing in the Public
Records, the attached Amendments will become effective.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to
be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this
15th day of May, 2003.

WITNESSETH:

ROCK CREEK, INC.

Print: Irvin W. Nachman

By:

Stan Neumann
Stan Neumann, Secretary
11700 Stonobridge Parkway
Cooper City, Florida 33026

Print: Victor M. Minicop

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of May, 2003 by
Stan Neumann, the Secretary of Rock Creek, Inc., a Florida corporation not-for-profit, on behalf
of the corporation. He is personally known to me.

[Signature]
Notary Public, State of Florida
Printed Signature of Notary (SEAL)



2

AMENDMENTS TO THE BY-LAWS
OF
ROCK CREEK, INC.

Underline denotes addition
~~Strikethrough~~ denotes deletion

ARTICLE XVII FINING PROCEDURE:

The Board Village Association shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one; or a statement that any further violation of the same rule, article or restriction may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule, article or restriction is subsequently violated, the Village Association Board may, upon notice of the fine hearing and upon approval by a Fine Committee (whose members shall be appointed by the Board from time to time), impose a fine. The notice shall be sent by first class mail and by certified mail and shall state:

- (i) the nature of the alleged violation;
- (ii) that the Fine Committee shall convene a hearing not sooner than fourteen (14) days after the date of the notice to consider the imposition of a fine; and
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator (or by his or her counsel) at the hearing.

(c) Hearing. The hearing shall be held before a Fine Committee consisting of not less than three members of the Village Association (who shall be neither officers, directors, nor employees of the Village Association nor their spouses) and the alleged violator shall be given a reasonable opportunity to be heard. A majority of the Fine Committee members present shall determine whether a fine shall be imposed and any conditions which may be appropriate. Unless a majority of the Fine Committee members present agree that a fine should be imposed, no fine shall be imposed. The minutes of the meeting shall contain a written statement of the results of the hearing.

(d) Maximum Fine. The maximum fine permitted shall be ~~\$50.00~~ \$100.00 per violation; and in the event of a continuing violation, ~~\$50.00~~ \$100.00 per day for each day the violation continues to exist, not to exceed ~~\$1,000.00~~ \$2,500.00. The Fine Committee shall determine the amount of any fine imposed.

(e) Appeal. Within ten (10) days of the date of notification that a fine has been imposed, the violator may submit a written Notice of Appeal directed to the Village Association stating the reason or reasons for the appeal. In the event such a Notice of Appeal is timely received by the Village Association, the Board of Directors shall consider the appeal at the next scheduled Board Meeting; and the decision of the Board of Directors shall be final. In the event that a Notice of Appeal is not timely received (the date of postmark being conclusive), the fine shall be imposed as approved by the Fine Committee.



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 23 day

of May, 2013.
By [Signature]
Deputy Clerk

STONEBRIDGE
PHASE I
DECLARATION OF
PROTECTIVE COVENANTS &
RESTRICTIONS

77-263384

HOLLYWOOD, INC.,
A Florida Corporation

This instrument was recorded on
11-22-77 in Off. Rec. 7501 at
Page 94 of the Public Records
of Broward County, Florida

TO

THE PUBLIC

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

The undersigned, HOLLYWOOD, INC., a Florida Corporation, hereinafter called the DECLARER, being the owner of all the land situate, lying and being in Broward County, Florida, more particularly described as follows:

All of STONEBRIDGE-PHASE ONE, according to the Plat thereof recorded in Plat Book 91, Page 9, of the Public Records of Broward County, Florida on October 20, 1976,

does hereby impose the following Protective Covenants and Restrictions on said property as set forth more particularly hereinafter.

ARTICLE I TERMS

A) DEVELOPER shall mean a builder who purchases vacant lots from the DECLARER upon which the said DEVELOPER shall construct residential dwelling units. Whenever the DECLARER constructs residential dwelling units in this subdivision, the DECLARER shall be deemed a DEVELOPER for the purpose of these Protective Covenants and Restrictions.

B) OWNER: Wherever hereinafter the term "owner" is used it shall be deemed to mean a purchaser from the DEVELOPER, and the successors and assigns of said purchaser.

ARTICLE II DEFINITIONS

Certain words and terms that are used herein shall have the same meaning as is set forth for said words and terms in EXHIBIT B attached hereto and made a part hereof, being the By-Laws of ROCK CREEK, INC., a non-profit Florida Corporation.

ARTICLE III SINGLE FAMILY RESIDENTIAL LOTS IN THE ABOVE
DESCRIBED SUBDIVISION (except BLOCK 25 thereof)
TO WHICH THE FOLLOWING PROTECTIVE COVENANTS AND
RESTRICTIONS SHALL BE APPLICABLE:

Section 1. All of the Lots in Blocks 1 to 24 inclusive and Blocks 26 to 28 inclusive.

Section 2. No building or structure or part thereof shall be erected, constructed, altered, reconstructed or used on any lot in the blocks hereinabove described, other than one (1) single family dwelling which shall have an attached two-car garage, and said single family dwelling shall be for the use and occupancy of one (1) family and attendant domestic servants only. No building shall exceed two stories in height.

Section 3. Every one story, single family residence building shall have a minimum floor area, excluding from such area porches and attached garage, of 1,200 square feet of living space; and every two-story, single family residence building shall have a minimum ground floor area, excluding from such area porches and attached garage, of 750 square feet of living space, but in no event shall the total living area for both the ground floor and the second story be less than 1,200 square feet. Said calculations shall be measured from inside block wall to inside block wall.

A) Front Lot Line: No building or structure shall be located on any of the lots in the above described blocks nearer than twenty-five (25') feet to the front lot line, so as to create a minimum front setback of twenty-five (25') feet.

B) Rear Lot Line: No building or structure shall be located on any of the lots in the above described blocks nearer than fifteen (15') feet to the rear lot line, so as to create a rear setback of fifteen (15') feet except that lots abutting Parcel #3 and Parcel #17, as well as Lot 4, Block 26 and Lots 1, 2, 4 through 18 inclusive, 20 through 24 inclusive and Lots 27 through 42 inclusive of Block 27 should have a minimum rear setback from the property line of twenty (20') feet.

C) Side Lot Line, Except For Corner Lots and Except Lots Which Side on Lake Parcels: No building or structure shall be located on any lot in the above described blocks nearer to any side lot line than a minimum seven and one-half (7-1/2') feet.

D) Side Lot Line For Corner Lots and Lots Which Side on Lake Parcels: On all corner lots and on lots which side on Lake Parcels in the blocks described herein there shall be a minimum side setback on the side of the lot abutting the side street or lake of fifteen (15') feet and a minimum side setback on the other side of the lot of seven and one-half (7-1/2') feet.

E) Definition of Structure: Exterior walls of a dwelling are deemed structures. Walls of a swimming pool and screen enclosures of a swimming pool and screened porches, are deemed to be a structural part of the dwelling and shall, therefore, conform to the setback requirements of Paragraphs A, B, C, and D hereinabove.

F) Exceptions: Terraces, walls, fences and similar construction may be erected within the setback areas hereinabove set forth in subparagraphs A, B, C, and D, provided that such construction shall not

interfere with exposure or view or reasonable privacy of adjoining or facing properties; and provided, further that no such construction shall be erected without the prior written consent and approval of the Environmental Control Board and provided construction complies with the prevailing zoning and building regulations. Such terraces, walls and fences, upon approval, may be constructed even though over an easement, subject to the provisions of ARTICLE VI.

Section 4. Lot Sizes: Lots may be enlarged by consolidation with one or more adjoining lots or one lot or a part of a lot, under one ownership, with the written consent of the DECLARER. In the event one or more lots or one lot and a part of another lot are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no building, structure or dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot in any of the Blocks described in ARTICLE III, Section 1, hereinabove, as the same appears on the recorded Plat of the above described Subdivision.

Section 5. Pedestrian Ways and Bicycle Paths Requirements and Sod of Swale Area:

A) Pedestrian ways and bicycle paths shall be constructed at the time the abutting property is being improved by the DEVELOPER in a manner and at all locations designated by the DECLARER. The cost of such improvements shall be paid by the DEVELOPER in the manner directed by the DECLARER.

B) The DEVELOPER shall solidly sod, by the time of the completion of the dwelling, the part of the land laying between the property line and the pavement of any abutting street, which shall be constructed of concrete as per detailed grades to be provided by the DECLARER, with the exception of that part of the land used for driveway; and the OWNER shall at all times maintain said solidly sodded area. In addition, it will be the DEVELOPER'S responsibility to landscape with trees and shrubs said area lying between the property line and the street, according to the landscape manual issued by the DECLARER.

Section 6. No tennis courts shall be constructed on a lot in any of the blocks described in Section 1 hereof.

ARTICLE IV

SINGLE FAMILY LOTS IN BLOCK 25 OF THE ABOVE DESCRIBED SUBDIVISION TO WHICH THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS SHALL BE APPLICABLE:

Section 1. On said Block 25 "Cluster Dwellings" (Patio Dwellings) shall be built.

Section 2. No building or structure or part thereof shall be erected, constructed, altered, reconstructed or used on any lot in Block 25 other than a one story, or a two story, single family dwelling which shall have an attached garage or an attached carport.

Section 3. Every one story single family residence building shall have a minimum living area, excluding from such area porches and attached carport or garage, of 1,200 square feet, and every two story, single family residence building shall have a minimum ground floor living area of 750 square feet, but in no event shall such two story building have an aggregate living area of less than 1,200 square feet, excluding from such area porches and attached garage or carport. Said calculations shall be measured from inside block wall to inside block wall.

Section 4. No structure shall be located on any lot in Block 25 nearer than fifteen (15') feet from the Plot line or dedicated right of way abutting the lot. Structure shall be defined for purposes of Block 25 as follows: Exterior walls of a building are deemed a structure. Swimming pool enclosures are deemed structures. Swimming pool walls are not a structure. Patio slabs, walls, fences and similar type construction, except swimming pool enclosures, may be erected within the setbacks applicable to Block 25, but provided that no such construction shall be erected without the prior written consent and approval of the Environmental Control Board and providing construction complies with the prevailing zoning and building regulations.

Section 5. Where the wall of a dwelling located on a particular lot is on the property line of said dwelling abutting the adjoining lot, the responsibility for maintenance of said wall is that of the owner of the dwelling of which said wall is a part. In order to maintain the exterior of said wall the owner of the dwelling of which said wall is a part shall have an easement through the land of the abutting lot for the purpose of maintaining the structural integrity and aesthetic beauty of the exterior of said wall. Such easement shall only be used at a time convenient to the owner of the subservient lot.

In the event that the owner of the dwelling whose wall abutts the property of the adjoining lot fails to maintain the exterior of said wall, the Cluster Association (after due notice to such owner) shall have the right, duty and responsibility to maintain and repair the exterior of said wall and to specially assess the owner thereof for the cost thereof. An easement through and over each lot to maintain the structural integrity and aesthetic appearance of the exterior side of each wall that is constructed on a property line is hereby granted to the Cluster Association.

Section 6. No tennis court shall be constructed on any lot in said Block 25.

ARTICLE V **THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS ARE APPLICABLE TO ALL LOTS IN BLOCKS 1 to 28 INCLUSIVE OF THE ABOVE SUBDIVISION:**

Section 1. Underground wiring: No lines or wires for communication or transmission of electricity shall be constructed, placed or permitted to be placed upon any lot unless as to

any part or parts of said lines or wires which shall be outside the structure, the same shall be constructed or placed or maintained underground.

Section 2. Trees and Soil:

A) No trees in excess of two (2") inches in diameter which lie within any setback line established by this Declaration of Protective Covenants and Restrictions shall be removed without the prior written consent of the Environmental Control Board.


B) No trees shall be removed or cut, nor shall surface soil be dug or removed from any lot described in this Article for purposes other than construction of a dwelling unit, without the prior written consent of the Environmental Control Board.

C) Where there are no trees on a lot, the DEVELOPER shall plant a minimum of one (1) tree per forty (40') feet (or fraction thereof) of frontage on a street or Plot, such trees shall be a minimum of ten (10') feet in height; and where there is a sidewalk shall be planted in the swale area and where there is no sidewalk shall be planted in the location specified by the Environmental Control Board and/or according to the requirements of ARTICLE III, Section 5, Paragraph "B" whichever requirement is greater.

Section 3. Prohibitions and Requirements:

A) No noxious or offensive activity shall be carried on upon any lot described in this Article, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

B) No animals, birds or fowl of any kind, nature and species, shall be kept or maintained on any such lot except dogs, cats and pet birds confined in cages; which pets shall be kept in a reasonable number and as pets for the pleasure and use of the occupants of the dwelling unit erected on said lot described hereinabove.

C) No signs of any character shall be placed or displayed upon any lot described in this Article, or upon any building or dwelling built thereon, including but not limited to "FOR SALE" or "FOR RENT" signs, except as otherwise provided in this Declaration of Protective Covenants. 

D) No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part of any lot described in this Article, or in any building or other structure on such lot.

E) Trash shall not be permitted to accumulate so as to be a detriment to the Subdivision or a fire hazard. In the event that any owner shall fail or refuse to keep the premises free of weeds, underbrush or refuse or other unsightly growths or objects, the Environmental Control Board or the Village Association hereinafter provided for may enter upon said land and remove the same. The expense of doing so shall be charged to the owner of the lot and shall become a lien upon said lot collectible and enforceable in the same manner or other assessments, charges or liens are collectible and enforceable.

F) All garage doors shall be closed except as required to be open for purposes of ingress and egress, and the garage or carport is to be used for the storage of motor vehicles. In no event shall the owner construct, maintain or install anything in the garage or carport that would impair the use of said garage or carport for the storage of motor vehicles and in no event shall an owner convert the garage or carport for use other than for the storage of motor vehicles.

G) No trailers, boats (except as hereinafter provided), campers, vans, or commercial vehicles, other than those present on business, may be parked on any lot or in front of any lot described in this Article.

H) No laundry shall be hung for drying in such a way as to be readily visible from the street or plots on which the lot fronts or on which the lot sides or from the lakes.

I) The use of any lakes and canals by boats powered by inboard or outboard engines is prohibited. Sailboats, canoes, rowboats and peddle boats owned by the owner of a lot abutting a lake or waterway may be docked or tied up on that part of the lake or waterway abutting said lot.

J) The owners or occupants of dwelling units on the lots described in this Article shall not draw water from the lakes or waterways.

K) Every garbage receptacle or container shall be shielded from view by a wall or some other type of enclosure. All garbage and rubbish shall be placed in the garbage receptacle or container and the owner shall at all times keep and maintain the lot in a clean and sanitary condition.

ARTICLE VI

EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the above described Subdivision as recorded in the Official Records of Broward County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of or obstruct or retard the flow of drainage channels in the easements. The easement area of each lot in Blocks 1 through 28 inclusive and all improvements made by the

owner thereon shall be maintained continuously by the owner, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VII

HOUSE TRAILERS AND TEMPORARY BUILDINGS:

Trailers, tents, shacks, bars or any temporary building of any design whatsoever, are expressly prohibited within Blocks 1 through 28 inclusive, and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the construction of a temporary building for materials and supplies to be used in the construction of a temporary construction field office or sales office by a DEVELOPER, which construction shall comply with all applicable laws and the plans and specifications and location(s) of which shall first be approved, in writing, by the DECLARER. Any such temporary construction field office or sales office shall be removed by the DEVELOPER upon completion of construction of all lots and all other improvements thereon, owned by the DEVELOPER in this Subdivision.

ARTICLE VIII

SIGNS:

The following signs and only the following signs shall be permitted in Blocks 1 through 28 inclusive:

A) For each single family dwelling or each single family residential unit, one name plate, not exceeding one (1) square foot in area, indicating the name and/or house number of the occupant.

B) 1. The DECLARER may install and retain signs in his Subdivision for the purpose of orientation, directional or traffic control.

11. A DEVELOPER may install on-site signs for sale and display of its product not to exceed four (4) square feet, but all such signs and the location thereof shall first be approved by the DECLARER; and the DEVELOPER may install directional signs on lots owned by said DEVELOPER only upon obtaining the prior written approval of the DECLARER.

C) The Owner of any residential unit may attach heret one (1) "FOR SALE" or "FOR RENT" sign not to exceed four (4) square feet in area.

D) If the DEVELOPER constructs a sales office or field construction office within this Subdivision as permitted by ARTICLE V above, DEVELOPER may install such signs thereon as DECLARER shall first approve, in writing, providing further such signs shall comply with all of the other provisions of these Protective Covenants and Restrictions and not in violation of law. DEVELOPER shall remove all signs installed pursuant hereto upon completion of construction and sale of all lots and improvements thereon owned by the DEVELOPER in the Subdivision.

ARTICLE IX

TRACTS A, B, AND C:

A) All of these tracts may be used for multi-family residential purposes and these shall be subject to the provisions of ARTICLE V, Section 1 and 3 in their entirety hereinabove.

ENC 1001 PAGE 107

B) Tract B may be used for commercial, residential or recreational purposes and if used for residential purposes shall be subject to provisions of ARTICLE V herein, subparagraphs 1 and 3, in their entirety.

ARTICLE X

SITE FP:

A) This Tract, if used for single family residential purposes, shall be subject to the provisions of ARTICLE V hereinabove.

B) This Tract may be used by a public utility company for a sub-station and other public utility purposes. If so used by such public utility company, it shall be landscaped in a manner specified by the Environmental Control Board.

ARTICLE XI

SITE CC:

This site may be used for municipal purposes including, but not limited to, fire station, police station.

ARTICLE XII

EASEMENT #1 and EASEMENT #2:

A) These easements are subject to the rights of the Florida Power and Light Company as the same may appear of record.

B) Subject to the provisions of said recorded easement, DECLARER reserves the right to install facilities thereon, such as landscaping and both active and passive recreational facilities.

ARTICLE XIII

THE ASSOCIATION:

The Association referred to in this Declaration of Protective Covenants and Restrictions is the Florida Corporation not for profit which has been created by the Articles of Incorporation attached hereto and made a part hereof, designated EXHIBIT A, and the By-Laws of said Association are attached hereto and made a part hereof designated EXHIBIT B.

The Association shall have the powers and duties as set forth in said EXHIBIT A and EXHIBIT B.

ARTICLE XIV

NON-PROHIBITION:

Nothing herein shall prohibit the DECLARER or DEVELOPER from constructing improvements permitted by applicable law and these Protective Covenants and Restrictions.

ARTICLE XV

SEVERABILITY:

Invalidation by any court or otherwise of any Protective Covenant, Restriction or Provision contained in this Declaration of Protective Covenants and Restrictions shall in no wise affect any of the other Protective Covenants and Restrictions herein contained, which shall remain in full force and effect.

REC-7301 PAGE 101

ARTICLE XVI

TERMINATION:

The Protective Covenants and Restrictions contained in this Declaration of Protective Covenants and Restrictions are to run with the land and shall be binding upon all parties and all persons for a period of forty-nine (49) years from the date of the recordation in the Official Records of Broward County, Florida, of this Declaration of Protective Covenants and Restrictions.

ARTICLE XVII

ENFORCEMENT:

Enforcement shall be by proceedings in law or equity by the DECLARER or DEVELOPER or by the Village Association or any Cluster Association where applicable, or by any Owner of property within this Subdivision, against any person or persons violating or attempting to violate any covenant, which enforcement shall be either to restrain violation or recover damages.

Failure to enforce any of the Protective Covenants or Restrictions shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

ARTICLE XVIII

RIGHT TO MODIFY OR CANCEL:

So long as the DECLARER is the owner of any land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, the DECLARER specifically reserves for itself the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the Protective Covenants and Restrictions contained in this Declaration of Protective Covenants and Restrictions. Any such action by the DECLARER shall be duly recorded in the Official Records and Broward County, Florida.

ARTICLE XIX

SUBSEQUENT PLATS:

If the DECLARER causes Subsequent Plats to be recorded in the Public Records of Broward County, Florida, of lands in Section 1, Township 51 South, Range 40 East, the DECLARER shall record a Declaration of Protective Covenants and Restrictions similar to this Declaration of Protective Covenants and Restrictions, with changes and modifications as may be deemed necessary, in order to reflect the different character of the land involved in any Subsequent Plat.

IN WITNESS WHEREOF, the undersigned DECLARER, HOLLYWOOD, INC. a Florida Corporation, has caused this Declaration of Protective Covenants and Restrictions to be executed by its duly authorized officers and affixed its corporate seals hereto this 15th day of November, 1977.

Signed, sealed and delivered
in the presence of:

Rosemary Harrison
Laurie L. L...

HOLLYWOOD, INC.

BY

W. D. Horvitz
President

ATTEST

S. M. Beckerman
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared W. D. Horvitz and S. M. Beckerman, to me well known to be the person described in and who executed the foregoing instrument as President and Secretary respectively of HOLLYWOOD, INC., a Florida Corporation and they severally acknowledged before me that they executed such instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said Florida Corporation and the same was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the County and State aforesaid, this 15th day of November, 1977.

Laurie L. L...
NOTARY PUBLIC

My Commission Expires:





11705 Melrose Way, Cooper City, Florida 33330. Phone: (305) 431-7225

February 14, 1980

Mr. Dennis Giordano
Hollywood, Inc.
4601 Sheridan Street
Suite 600
Hollywood, Fla. 33021

Re: Lot 1, Block 10 and lot 2, block 10, Stonebridge - Phase One,
Plat Book 91, page 9, of Public Records of Broward County, Florida.


Dear Mr. Giordano:

This letter will serve to further clarify the condition of the two (2) homes referenced above. As we discussed these homes were under roof before the set back error was discovered and construction was immediately halted.

If Hollywood, Inc. does not agree to execute the proposed amendment to the restrictive covenants Center will most definitely sue for an economic hardship. Our alternative if this amendment is not granted is to remove the existing construction and start over. I believe you are aware of the monies that would be involved to accomplish this.

If you have any further questions, please contact me.

Cordially,


Reid Haveling
Project Manager
Context Homes of Fla., Inc.

RH/ys

cc: Mr. Ken Taylor
Mark Marks
Robert Weisler

RECORDED IN THE OFFICIAL RECORDS OF
BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

211814-34

EXHIBIT A

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
R. T. Budd and Stanley M. Beckerman, the Executive Vice President
and Secretary, respectively, of Hollywood, Inc., a Florida corporation,
who being by me first duly sworn, acknowledged that they executed the
foregoing Second Amendment to Declaration of Protective Covenants and
Restrictions of Stonebridge-Phase One, for the purposes therein expressed
and that they severally acknowledged executing the same on behalf of said
corporation, named as the Declarer in said foregoing instrument, in the
presence of two subscribing witnesses freely and voluntarily under authority
duly vested in them by said corporation and that the seal affixed thereto is
the true corporate seal of said corporation.

WITNESS my hand and official seal in Broward County, Florida,
this 11th day of March, 1980.


Notary Public, State of Florida

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY, 1980
BEYOND THIS OFFICIAL SEAL, UNDESIRABLE

SEAL

→ PLEASE RECORD AND RETURN TO: ←
This instrument prepared for
HOLLYWOOD, INC., the Declarer
by Gerard J. Turner, Esq.
4401 Sheridan Street, Suite 600
Hollywood, Florida 33021

8118814 m391

SECOND AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration.

80- 94560

Made on the 11 day of March, 1980, by HOLLYWOOD, INC., a
Florida corporation, hereinafter referred to as "the Declarer".

WITNESSETH:

Declarer heretofore executed a Declaration of Protective Covenants
and Restrictions ("the Declaration"), dated November 15, 1977, recorded in
Official Records Book 7301, at Page 94, of the Public Records of Broward
County, Florida, which Declaration covered the following described property:

All of STONEBRIDGE-PHASE ONE, according to the Plat
thereof recorded in Plat Book 91, Page 9, of the
Public Records of Broward County, Florida; and

Declarer, as of date hereof, is the owner of land in Section 1,
Township 31 South, Range 40 East, Broward County, Florida and

Declarer has sold to Centex Homes of Florida, Inc. (hereinafter re-
ferred to as "Developer") certain lots within Stonebridge-Phase One upon which
the Developer is presently constructing dwellings for sale to Developer's
purchasers. Developer has commenced construction of two dwellings located on
lots 1 and 2 of block 10 according to the Plat of Stonebridge-Phase One within
the Front Lot Line setback requirements as established by Article III, Section
3 (A) of the Declaration as follows:

Lot 1, Block 10 - Dwelling being constructed 21.04 feet from the Front
Lot Line.

Lot 2, Block 10 - Dwelling is being constructed 21 feet from the Front
Lot Line.

Developer has requested the Declarer to consent to this Second Amend-
ment pursuant to Article XVIII of the Declaration since Developer represented to
Declarer it would incur an economic hardship if Developer was required to halt
construction of both dwellings and thereafter rebuild the respective dwellings
according to the Front Lot Line setback requirement of 25 feet. (See Exhibit A
hereto annexed and made a part hereof).

Declarer, therefore, is willing to consent to this Second Amendment of
the Declaration as permitted by Article XVIII of the Declaration based upon the
aforesaid representations and request of the Developer regarding the afore-
mentioned two dwellings under construction on Lots 1 and 2 respectively located
in block 10 of Stonebridge-Phase One.

NOW, THEREFORE, Declarer does hereby amend the Declaration as follows:

1. Article III, Section 3 (A) of the Declaration is hereby amended
by adding the following sentence;

"...Notwithstanding any other provisions contained herein to the
contrary, the minimum Front Lot Line setback with respect to Lots
1 and 2, Block 10, of the above described subdivision shall be
twenty-one feet (21')."

2. Excepting for this Second Amendment to the Declaration, as above
set forth, the Declaration, the First Amendment of Record; and all documents
and instruments referred to therein are hereby ratified, confirmed and approved
in all respects.

IN WITNESS WHEREOF, HOLLYWOOD, INC., as the Declarer, a Florida
corporation, has caused this Second Amendment to the Declaration to be executed,
as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Cecilia N. ...
James ...

HOLLYWOOD, INC.
a Florida corporation
(DECLARER)

By: *[Signature]*
R.T. Dodd, Executive Vice President

Attest:

[Signature]
Secretary
SEAL

GERARD J. TURNER, ATTORNEY
4609 SHERIDAN ST., SUITE 600
TALLAHASSEE, FL 32301



Ms 23 5-4 10-3

8814 ME 390

Page 2

IN WITNESS WHEREOF, the undersigned DECLARER, HOLLYWOOD, INC., a Florida corporation, has caused this First Amendment to the Declaration of Protective Covenants and Restrictions to be executed by its duly authorized officers and affixed its corporate seal hereto this 3rd day of October, 1978.

WITNESSES:

DECLARER:
HOLLYWOOD, INC.

BY: 
Bernard T. Budd, Executive
Vice President

ATTEST: 
S. M. Beckerman, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BERNARD T. BUDD and S.M. BECKERMAN, well known to me to be the Executive Vice President and Secretary respectively, of the corporation named as the Declarer in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND and official seal in the County and State last aforesaid this 3rd day of October, 1978.


NOTARY PUBLIC

MY COMMISSION EXPIRES:
NINETEEN EIGHTY EIGHT OCTOBER AT LARCH
MY COMMISSION BEGINS FEB 10 1982
RENEWED THEN GENERAL REG. 12000001700

RECORDED IN THE PUBLIC RECORDS OF
DEPT. OF REVENUE
R R KAUTH
ACTING CLERK OF PUBLIC RECORDS

811 7800 111 595

78-257338

FIRST AMENDMENT
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
STONEBRIDGE-PHASE ONE

HOLLYWOOD, INC., as DECLARER hereby amends the Declaration of Protective Covenants and Restrictions of STONEBRIDGE-PHASE ONE, dated November 15, 1977, recorded in Off. Rec. Book 7301 at Page 94 of the Public Records of Broward County, Florida (hereinafter called the Declaration).

I. ARTICLE III of the Declaration is hereby amended by deletion of the third sentence of Section 4 as it appears in said Declaration and by substituting in its stead a new third sentence of Section 4 as hereinafter set forth:

In any event, no building, structure or dwelling shall, without the written consent of the DECLARER, be erected, altered, placed or permitted to remain on any site smaller than one (1) lot in any of the Blocks described in ARTICLE III, Section 1, hereinabove, as the same appears on the recorded Plat of the above described Subdivision.

II. ARTICLE IV of the Declaration is hereby amended by deletion of Section 5 in its entirety as it appears in said Declaration, and by substituting in its stead a new Section 5 as hereinafter set forth:

Where the wall of a dwelling located on a particular lot, as initially constructed by the DECLARER, is on the property line of said lot abutting an adjoining lot or Parcel (as the term "Parcel" is defined in ARTICLE I of the By-Laws of Rock Creek, Inc.), the ownership and responsibility for maintenance of said wall, and any part of the dwelling's roof which extends beyond said wall (hereinafter called the "roof-overhang"), is that of the owner of the dwelling of which said wall and roof-overhang are a part. In order to maintain, repair, replace or reconstruct (herein collectively called "maintenance") the exterior of said wall and roof-overhang, the owner of the dwelling of which said wall and roof-overhang are a part shall have (i) an easement through the land of the adjoining lot or Parcel for the purpose of maintaining the structural integrity and aesthetic beauty of the exterior of said wall and roof-overhang, which easement shall only be used at a time convenient to the owner of the adjoining lot or Parcel, and (ii) an above-ground easement into the airspace of the adjoining lot or Parcel for the purpose of permitting the encroachment of the aforementioned roof-overhang so long as said roof-overhang does not encroach more than three (3) feet horizontally into the airspace of the adjoining lot or Parcel, and so long as the roof-overhang is at least seven (7) feet above the mean ground level of said adjoining lot or Parcel.

In the event that the owner of the dwelling whose wall abuts the property of the adjoining lot or Parcel fails to maintain the exterior of said wall, or the roof-overhang, the Cluster Association (after due notice to such owner) shall have the right, duty and responsibility to maintain the exterior of said wall and roof-overhang and to specially assess the owner thereof for the cost thereof. An easement through and over each lot or Parcel to maintain the structural integrity and aesthetic appearance of the exterior side of each wall that is constructed on a property line and of the roof-overhang is hereby granted to the Cluster Association.

PLEASE RECORD AND RETURN TO:
This Instrument Prepared By:
Michael J. Scrivits, Esq.
3325 Hollywood Boulevard
Hollywood, FL 33021

78 OCT 4 AM 10:01
111 7850 m.594

THIS THIRD AMENDMENT made and entered into as of the 20th day of October, 1980, by Hollywood, Inc., a Florida corporation (hereinafter referred to as the "Declarer").

W I T N E S S E T H:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter referred to as the "Declaration") bearing date of November 15, 1977, recorded in Official Records Book 7301, page 94, Public Records of Broward County, Florida, which Declaration was subsequently amended by instrument captioned First Amendment to the Declaration of Protective Covenants and Restrictions of Stonebridge-Phase One, bearing date of October 3, 1978, and recorded in Official Records Book 7800, page 594, Public Records of Broward County, Florida, and by instrument captioned Second Amendment to the Declaration of Protective Covenants and Restrictions bearing date of March 11, 1980, and recorded in Official Records Book 8814, page 390, Public Records of Broward County, Florida, and which Declaration, as amended, pertains to the following described property, to wit:

All of that property known as STONEBRIDGE-PHASE ONE, according to the Plat thereof recorded in Plat Book 91, Page 9, of the Public Records of Broward County, Florida (hereinafter referred to as "Stonebridge-Phase One"); and

WHEREAS, Declarer has sold to I. A. Durbin, Inc. (hereinafter referred to as "Developer") certain lots within Stonebridge-Phase One, upon one of which, namely, Lot 4 of Block 21 of Stonebridge-Phase One (hereinafter referred to as the "Subject Property"), Developer is building or intends to build a single-family dwelling; and

WHEREAS, due to the irregular shape of the Subject Property, it is necessary to alter the Front Lot Line setback (as that term is defined in the Declaration, as amended) of the Subject Property so that the improvements to be constructed thereon will not conflict with or adversely and materially affect the aesthetics of the surrounding properties and so as to thereby avoid seriously diminishing the property values of the surrounding neighborhood; and

WHEREAS, Developer has requested that Declarer make this Third Amendment and Declarer is agreeable to so doing; and

WHEREAS, the Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida.

NOW, THEREFORE, Declarer does hereby amend the Declaration, in the following manner:

1. ARTICLE III, Section 3.A) entitled Front Lot Line is hereby further amended by the addition of the following sentence:

"...Notwithstanding any other provisions contained herein to the contrary, the minimum Front Lot Line setback with respect to Lot 4, Block 21 in the above described subdivision shall be fifteen feet (15')."

2. Except as specifically amended hereby and as specifically amended by the First Amendment to the Declaration of Protective Covenants and Restrictions of Stonebridge-Phase One and the Second Amendment to the Declaration of Protective Covenants and Restrictions, the Declaration shall remain unchanged and the Declaration, as so amended and as amended hereby, is hereby ratified and confirmed.

of Protective Covenants and Restrictions to be made and executed as of the 20th day of October, 1980.

Signed, sealed and delivered in the presence of:

Rosemary Harrison
Linda D. Davis

HOLLYWOOD, INC., a Florida corporation (DECLARER)

By: W. D. Horvitz
W. D. Horvitz, President

Attest:

By: S. M. Beckerman
S. M. Beckerman, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME, the undersigned authority, personally appeared
W. D. Horvitz and S. M. Beckerman,
the President and Secretary,
respectively, of Hollywood, Inc., a Florida corporation, who
being by me first duly sworn, acknowledged that they executed
the foregoing Third Amendment to Declaration of Protective
Covenants and Restrictions of Stonebridge-Phase One, for the
purposes therein expressed and that they severally acknowledged
executing the same on behalf of said corporation, named as the
Declarer in said foregoing instrument, in the presence of two
subscribing witnesses freely and voluntarily under authority
duly vested in them by said corporation and that the seal affixed
thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in Broward County,
Florida, this 20th day of October, 1980.

RECORDED IN THE OFFICIAL RECORDS OF
THE CLERK OF BROWARD COUNTY, FLORIDA
GRABER TO WATT
CLERK, BROWARD COUNTY

Linda D. Davis
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 31, 1983
CLERK, BROWARD COUNTY, FLORIDA

(SEAL)

PLEASE RECORD AND RETURN TO:
An instrument prepared for
Hollywood, Inc., the Declarer
Theodore R. Stotzer, Esq.
1 Sheridan Street, Suite 600
Hollywood, Florida 33021

9219 MAR 205

FOURTH AMENDMENT
TO THE
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
STONEBRIDGE PHASE ONE

WHEREAS, the Declaration of Protective Covenants and Restrictions of the following described real property was duly recorded in Official Records Book 7301, at Page 94, of the Public Records of Broward County, Florida:

All of STONEBRIDGE PHASE ONE, according to the Plat thereof recorded in Plat Book 91, Page 9, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration was previously amended in Official Records Book 7800, at Page 594; Official Records Book 8814, at Page 390; and Official Records Book 9219, at Page 205; all of the Public Records of Broward County, Florida; and

WHEREAS, Rock Creek, Inc., at a meeting of its Board of Directors affirmatively voted to request Hollywood, Inc., as Declarer, to amend the Declaration of Protective Covenants and Restrictions as more particularly set forth below; and

WHEREAS, pursuant to the provisions of Article XVIII of the aforescribed Declaration of Protective Covenants and Restrictions, and at the request of Rock Creek, Inc., the Declarer (Hollywood, Inc.), has consented to the proposed amendment as evidenced by its execution of this Certificate.

NOW THEREFORE, the Declarer does hereby amend the Declaration in the following manner:

1. Article XVIII is hereby further amended by adding the following paragraph:

This Declaration may be amended by the affirmative vote of not less than a two-thirds (2/3) majority of the entire membership at an Annual Members' Meeting or Special Meeting of the Members (which vote may be by a written, mail-in ballot) and the affirmative approval of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or Special Meeting. PROVIDED, that no such amendment shall (1) impair the security of any institutional mortgagee; (2) change the voting rights of the members; or (3) impair the rights reserved to the Developer. This amendment shall become effective immediately upon recording in the Public Records of Broward County, Florida.

2. Article XVI is hereby further amended by striking the words "for a period of forty-nine (49) years", by striking the "." at the end of the present Article XVI and by adding the following language:

and for a term of forty-nine years thereafter, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded agreeing to terminate these covenants. However, no such agreement to terminate shall be effective unless made and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Handwritten notes:
H. Land. H. 13314
444
P. 1. 11/11/11
11/11/11

33017 P4:27

CX15853PC 314

IN WITNESS WHEREOF, Hollywood, Inc., a Florida corporation, as the Declarer, has caused this Fourth Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of this 30th day of September, 1988.

Signed, sealed and delivered
in the presence of:

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: [Signature]
Its President

Attest: [Signature]
Its Secretary

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF BROWARD

Personally appeared before me, W. D. Horvitz
and T. R. Stotzer, the President and the
Secretary respectively, of Hollywood, Inc., a corporation
existing under the laws of the State of Florida, to me known to
be the persons who signed to the foregoing instrument as such
officers and severally acknowledged the execution thereof to be
their free act and deed as such officers for the uses and pur-
poses therein mentioned, and that they affixed thereto the offi-
cial seal of said corporation, and that the said instrument is
the act and deed of said corporation.

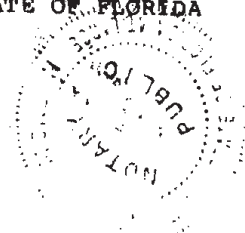
Witness my hand and official seal this 30th day of
September, 1988.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 26, 1991

Sentinel Three-Four-Five Insurance Inc.



This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314

CLERK OF THE COUNTY
COUNTY ADMINISTRATOR

EX15853PG 315

ROCK CREEK

PHASE II

**DECLARATION OF
PROTECTIVE COVENANTS &
RESTRICTIONS**

81- 6446

HOLLYWOOD, INC.,
a Florida corporation

TO

THE PUBLIC

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

This Declaration made this 8th day of January,
1981, by HOLLYWOOD, INC., a Florida corporation, hereinafter
called the DECLARER.

W I T N E S S E T H:

WHEREAS, DECLARER is the owner of all the land situate,
lying and being in Broward County, Florida, more particularly
described as follows:

All of ROCK CREEK PHASE TWO, according to the
Plat thereof recorded in Plat Book 104, Page 34,
of the Public Records of Broward County, Florida, and

DECLARER desires to create thereon a planned community with
recreational facilities, open spaces and other community facilities,
for the benefit of the said community; and

WHEREAS, DECLARER desires to provide for the preservation
and enhancement of the property values, amenities and opportunities
in said community and for the maintenance of the properties and
improvements thereon, and to this end desires to subject the
said described land to the covenants, restrictions, easements,
charges and liens hereinafter set forth, each and all of which
is and are for the benefit of said property and each owner
thereof; and

WHEREAS, DECLARER has deemed it desirable for the efficient
preservation of the values and amenities in said community, to
create an agency or agencies to which should be delegated and
assigned the powers of owning, maintaining and administering the
community properties and facilities and administering and enforcing
the covenants and restrictions hereof and collecting and
disbursing the assessments and charges hereinafter created, and
promoting the recreation, health, safety and welfare of the
residents.

NOW THEREFORE, the DECLARER declares that the real property
above described is and shall be held, transferred, sold, conveyed
and occupied subject to the covenants, restrictions, easements,
charges and liens (sometimes referred to as "protective covenants
and restrictions") hereinafter set forth.

Page 1

RECORD AND RETURN TO:
FREDERICK STOUT, ATTORNEY
200 N. W. 10th St., Suite 101
Hollywood, Florida 33021

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ARTICLE I

TERMS AND DEFINITIONS:

Terms set forth in this Declaration shall have the following definitions and meanings:

A) DEVELOPER shall mean a builder who purchases vacant lots from the DECLARER upon which the said DEVELOPER shall construct residential dwelling units. Whenever the DECLARER constructs residential dwelling units in this subdivision, the DECLARER shall be deemed a DEVELOPER for the purpose of these protective covenants and restrictions.

B) OWNER, wherever hereinafter that term is used, shall mean a purchaser of a residential dwelling unit who has closed the sale and purchase of said dwelling unit situate within the aforesaid Plat of ROCK CREEK PHASE TWO from the DEVELOPER, and the successors and assigns of said purchaser.

C) DECLARATION shall mean the covenants, conditions and restrictions and all other provisions set forth in this entire document, as may from time to time be amended, when same is recorded in the Public Records of Broward County, Florida.

D) DECLARER shall mean HOLLYWOOD, INC., which is the sole owner of the Property (as hereinafter defined) as of the date of execution of this Declaration.

E) VILLAGE ASSOCIATION shall mean and refer to ROCK CREEK, INC., its successors and assigns, which has been created by the Articles of Incorporation which have been recorded in the Official Record Book 7301, Page 104, of the Public Records of Broward County, Florida, and the By-Laws of said corporation which have also been recorded in Official Record Book 7301, Page 112, of the Public Records of Broward County, Florida, both of which are incorporated herein in haec verba with the same effect as though same were recited verbatim in this Declaration.

F) CLUSTER ASSOCIATION shall mean one or more non-profit corporations formed or to be formed to own, administer and maintain the common property identified on the Plat as "Plot" within or abutting Blocks 30, 31, 33, 34, 35, 36, 38, 40, 41, 42, 43, 45 and 46 and the common property within or abutting those Tracts (as hereinafter defined) designated on the Plat which the DECLARER may from time to time designate for development and use as Cluster Blocks (as hereinafter defined).

G) MEMBER shall mean every person or entity who is a record owner of a residential dwelling unit located within the Property as defined in paragraph I) of this Article I. Each and every Member's obligations, privileges, responsibilities, duties and voting rights are more fully described and set forth in the Village Association's Articles of Incorporation and By-Laws referred to in subparagraph E) above.

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H) PLAT shall mean the Plat of ROCK CREEK PHASE TWO according to the Plat thereof recorded in Plat Book 104, Page 34, of the Public Records of Broward County, Florida, as same may be amended from time to time.

I) The PROPERTY shall mean the property and any additions thereto which is more fully described as follows:

All of the property located within ROCK CREEK-PHASE TWO according to the Plat thereof recorded in Plat Book 104, Page 34, of the Public Records of Broward County, Florida, and any additions thereto made pursuant to Article II below.

J) PLOT shall mean all areas located within or abutting Blocks 30, 31, 33, 34, 35, 36, 38, 40, 41, 42, 43, 45 and 46 which are designated as such on the Plat and those areas located within or abutting those Tracts (as hereinafter defined) designated on the Plat and which the DECLARER may from time to time designate for development and use as Cluster Blocks (as hereinafter defined) and which are private rights-of-way that shall be owned, administered and maintained by a Cluster Association.

K) PARCELS shall mean those areas designated as such on the Plat, consisting of greenbelt and/or lakes, which areas shall be owned and maintained by the Village Association.

L) SITE shall mean the two areas designated on the Plat as, a) Site DS and, b) Site M.

M) TRACTS shall mean those areas designated on the Plat for the development of multi-family residential, single-family residential, commercial, recreational, or educational facilities.

N) ENVIRONMENTAL CONTROL BOARD (Sometimes called the ECB) shall mean that body appointed by the Board of Directors of the Village Association for the purpose of approving or disapproving certain new construction.

O) EASEMENTS shall mean Easement 3, Easement 4 and Easement 5 as designated on the Plat.

P) CLUSTER DWELLINGS (Sometimes called PATIO DWELLINGS) shall mean the grouping of single family dwelling units in close proximity to one another on contiguous lots in Blocks, 30, 31, 33, 34, 35, 36, 38, 40, 41, 42, 43, 45 and 46 and in those Tracts designated on the Plat which the DECLARER may from time to time designate for development and use as Cluster Blocks (as hereinafter defined).

Q) CLUSTER BLOCKS shall mean Blocks 30, 31, 33, 34, 35, 36, 38, 40, 41, 42, 43, 45 and 46 designated on the Plat and

those Tracts designated on the Plat which the DECLARER may from time to time designate for development and use as Cluster Blocks.

Terms used but not defined herein shall have the meanings and definitions ascribed thereto in the Articles of Incorporation and By-Laws of the Village Association, and if not defined therein shall have the meanings and definitions required by context and ascribed thereto by customary usage. If there is any conflict as to the meaning or definition of any words or terms used herein and in the said Articles of Incorporation and By-Laws of the Village Association, the words and terms as defined in this Declaration shall govern.

ARTICLE II

OTHER PROPERTY:

The DECLARER may subject other real property it owns or may hereafter acquire located in Section 1, Township 51 South, Range 40 East, Broward County, Florida, to this Declaration by recording a supplement or amendment thereto in the Public Records of Broward County, Florida, which addition shall be made without first obtaining approval or consent of any OWNER.

ARTICLE III

SINGLE FAMILY RESIDENTIAL LOTS IN THE ABOVE DESCRIBED SUBDIVISION LOCATED IN BLOCKS 29, 32, 37, 39 and 44 AS DESCRIBED ON THE PLAT TO WHICH THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS SHALL STRICTLY APPLY:

Section 1. All of the Lots in Blocks 29, 32, 37, 39 and 44 of the Plat inclusive.

Section 2. No building or structure or part thereof shall be erected, constructed, altered, reconstructed or used on any lot in the blocks hereinabove described, other than a one (1) single family dwelling which shall have an attached two-car garage; said single family dwelling shall be for the exclusive use and occupancy of one (1) family and attendant domestic servants only. No building constructed on any lots within said blocks referred to in this Article shall exceed two stories in height.

Section 3. Every one story, single family residence building shall have a minimum floor area, excluding from such area porches and attached garage, of not less than 1,200 square feet of living space; and every two-story, single family residential building shall have a minimum ground floor area, excluding from such area porches and attached garage, of 750 square feet of living space, but in no event shall the total living area for both the ground floor and the second story be less than 1,200 square feet. Said calculations shall be measured from inside block wall to inside block wall.

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A) Front Lot Line: No building or structure shall be located on any of the lots in the above described blocks nearer than twenty-five (25') feet to the front lot line, so as to create a minimum front setback of twenty-five (25') feet.

B) Rear Lot Line: No building or structure shall be located on any of the lots in the above described blocks nearer than twenty (20') feet to the rear lot line, so as to create a rear setback of twenty (20') feet.

C) Side Lot Line Except for Corner Lots and Except Lots Which Side on Lake Parcels: No building or structure shall be located on any lot in the above described blocks nearer to any side lot line than a minimum of seven and one-half (7 1/2') feet.

D) Side Lot Line For Corner Lots and Lots Which Side on Lake Parcels: On all corner lots and on all lots which side on lake parcels in blocks described herein there shall be a minimum side setback on the side of the lot abutting the side street or lake of fifteen (15') feet and a minimum side setback on the other side of the lot of seven and one-half (7 1/2') feet.

E) Definition of Structure: Exterior walls of a dwelling are deemed structures. Walls of a swimming pool and screen enclosures of a swimming pool and screened porches, are deemed to be a structural part of the dwelling and shall, therefore, conform to the setback requirements of Paragraphs A), B), C) and D) hereinabove.

F) Terraces, walls, fences and similar structures may be constructed within the setback areas described in subparagraphs A), B), C) and D) hereinabove, provided, however, that the Environmental Control Board shall approve in writing, the plans and specifications therefor prior to the commencement of the construction thereof and provided further, however, that such structures are designed and constructed in keeping with all applicable zoning, building and other governmental ordinances, codes, regulations, rules and laws. Any such structure which would, in the sole judgment of the Environmental Control Board, unreasonably interfere with the privacy, exposure or view of any adjoining or facing properties, including greenbelt and lake parcels, shall not be approved by the Environmental Control Board. Construction of such structures over an easement is permissible and may be approved by the Environmental Control Board subject, however, to the terms of Article VI hereof.

Section 4. Lot Sizes: Lots may be contracted, enlarged or the configuration thereof may be altered by the consolidation with one or more adjoining lots or one lot or a part of a lot, but only if such lot or lots are under one ownership, and only if the written consent of the DECLARER is first obtained. In the event

one or more lots or one lot and a part of another lot are developed as a unit, all restrictions herein contained shall apply to same as a single lot. Furthermore, no building, structure or dwelling shall, without the prior written consent of the DECLARER being obtained, be erected, altered, placed or permitted to remain on any building site smaller than one (1) lot in any of the blocks described in Article III, Section 1. hereinabove, as the same appears on the recorded Plat of the above described subdivision.

Section 5. Pedestrian Ways and Bicycle Paths Requirements and Sod of Swale Area:

A) Pedestrian ways and bicycle paths may be constructed at the time the abutting property is being improved by the DEVELOPER in a manner and at all locations designated by the DECLARER. The construction of pedestrian ways and bicycle paths may be made mandatory by the DECLARER without amending the Declaration, the authority hereby granted to be within the sole discretion of the DECLARER to do so. Notice of said action by the DECLARER must be given to DEVELOPER prior to DEVELOPER constructing a dwelling thereon. The cost of such improvements for pedestrian ways and bicycle paths shall be paid by the DEVELOPER in the manner directed by the DECLARER.

B) The DEVELOPER shall solidly sod, by the time of the completion of the building, or within a reasonable time after closing title to the sale of any dwelling unit located within the above described property, the part of land lying between the property line and the pavement of any abutting street with the exception of that part of the land used for driveway. It shall be the responsibility of the OWNER thereafter at all times to maintain said sodded area. It will be the DEVELOPER'S responsibility to initially landscape the area lying between the property line and the street with trees and shrubs as required by the DECLARER.

Section 6. No tennis courts shall be constructed on any lot in any of the blocks described in Section 1. hereof.

ARTICLE IV

ZERO LOT LINE LOTS IN CLUSTER BLOCKS 30, 31, 33, 34, 35, 36, 38, 40, 41, 42, 43, 45 and 46 OF THE ABOVE DESCRIBED SUBDIVISION TO WHICH THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS SHALL STRICTLY APPLY:

Section 1. On said Cluster Blocks 30, 31, 33, 34, 35, 36, 38, 40, 41, 42, 43, 45 and 46 of the above described subdivision, single family Cluster Dwellings shall be built.

Section 2. A DEVELOPER of lots within any of the Cluster Blocks above described shall form, prior to the sale of any such lots by such DEVELOPER, a Cluster Association affecting those

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Cluster Blocks or portions thereof owned by him, whose Articles of Incorporation and By-Laws shall be in substantially the same form and have substantially the same content and purpose as those used by the DECLARER in connection with its development of zero lot line lots within any of the above described Cluster Blocks.

Section 3. No building or structure or part thereof shall be erected, constructed, altered, reconstructed or used on any lot in any of the Cluster Blocks described in this Article IV other than a one story, or a two story, single family dwelling residence which shall have an attached garage or an attached carport.

Section 4. Every one story single family residence building shall have a minimum living area, excluding from such area porches and attached carport or garage, of 1,200 square feet, and every two story, single family residence building shall have a minimum ground floor living area of 750 square feet, but in no event shall such two story building have an aggregate living area of less than 1,200 square feet, excluding from such area porches and attached garage or carport. Said calculations shall be measured from inside block wall to inside block wall.

Section 5. No structure shall be located on any lot in the Cluster Blocks referred to in this Article IV nearer than fifteen (15') feet from every Plot line and every dedicated right-of-way abutting the lot. Structure shall be defined for the purposes of this Article IV as follows: Exterior walls of a building are deemed a structure. Swimming pool enclosures are deemed structures. Swimming pool walls are not structures. Patio slabs, walls, fences and similar types of construction, except swimming pool enclosures, may be erected within the setbacks applicable to the Cluster Blocks covered by this Article, but provided that no such construction shall be erected without the prior written consent and approval of the Environmental Control Board and provided further that such construction complies with the applicable zoning and building regulations. The lots located within the Cluster Blocks covered by this Article IV which abut a lake Parcel shall have a minimum twenty (20') foot setback from each lake Parcel.

Section 6. If the wall or any part of the dwelling unit which is located on a lot situated within the Cluster Blocks covered by this Article IV, as initially constructed by the DEVELOPER, is on the property line of said lot abutting an adjoining lot or Parcel, or if any part of the wall, structure or any part of the dwelling or meter boxes or utility meters encroach upon the property of the abutting adjoining owner (which encroachment shall not extend into the abutting property by more than three (3) lineal feet), then the ownership of and responsibility for the maintenance of said wall, structure, or any part of the dwelling unit or the meter or meters or any part of the

dwelling's roof which might extend beyond said wall (hereinafter called "roof overhang") or any part of the windows, siding, facade or stucco or other similar type building covering including window sills, water faucets and the like (hereinafter referred to as "other overhang items") is that of the owner of the dwelling of which said wall, roof overhang and other overhang items is (are) a part. In order to maintain, repair, replace or reconstruct (hereinafter collectively called "maintain"), the exterior of said wall, structure, dwelling, roof overhang or other overhang items, the owner, its representatives, employees or agents of the dwelling of which said wall, structure, dwelling, roof overhang or other overhang items is (are) a part shall have: (1) an easement through, over and upon the land of the adjoining lot or Parcel in order to maintain the structural integrity and aesthetic beauty of the exterior of said wall, structure, dwelling, roof overhang or other overhang items, which easement shall be used at reasonable times convenient to the owner of the adjoining lot or Parcel, and (2) an above ground easement into the air space of the adjoining lot or Parcel for the purpose of permitting the encroachment of the aforesaid wall, structure, dwelling, roof overhang or other overhang items within the lineal parameters set forth herein above and herein below. Insofar as a roof overhang is concerned, it shall not encroach more than three (3') feet horizontally into the air space of the adjoining lot or Parcel and shall be at least seven (7') feet above the mean ground level of said adjoining lot or Parcel as initially constructed by the DEVELOPER. If the owner of the dwelling unit of which a wall, roof overhang or other overhang items are a part fails to maintain the exterior of said wall, roof overhang or other overhang items, the Cluster Association, after notice to such owner in writing, shall have the right, duty and responsibility to maintain the exterior of said wall, roof overhang and other overhang items, and to specially assess the owner thereof for any cost incurred in consequence thereof. An easement through and over each lot for the purposes of maintaining the structural integrity and aesthetic appearance of the exterior side of each wall, structure and dwelling, and of the roof overhang and the other overhang items, is hereby granted to the Cluster Association, its agents, representatives and employees. If the adjoining lot owner refuses to permit access by a representative of the Cluster Association and/or the owner of the abutting property owning the wall, structure, dwelling, roof overhang and other overhang items for the above purposes, the Cluster Association and/or the said owner may bring an action in the Circuit Court of Broward County to enforce its right to come upon the property of the adjoining landowner for the purposes set out in this provision and any cost incurred by the Cluster Association or the owner in prosecuting such action, including court costs and reasonable attorney's fees, so long as the owner and/or Cluster Association prevail in said court action, shall be reimbursed by the adjoining landowner who refused to permit the Cluster

Association's representatives or the owner of the adjoining property to come upon its property for the purposes of maintaining same in accordance with the intent and purpose of this provision.

Section 7. No tennis court shall be constructed on any of the lots in the Cluster Blocks covered by this Article IV.

Section 8. Lots may be contracted, enlarged or the configuration thereof may be altered by the consolidation with one or more adjoining lots or one lot or a part of a lot, but only if such lot or lots are under one ownership, and only if the written consent of the DECLARER is first obtained.

ARTICLE V THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS ARE APPLICABLE TO ALL LOTS IN BLOCKS 29 THROUGH 46 INCLUSIVE AND TO ALL TRACTS EXCEPT TRACT E AND TRACT G OF THE ABOVE SUBDIVISION:

Section 1. Underground Wiring: No lines or wires for communication or transmission of electricity or cable television or the like shall be constructed, placed or permitted to be placed upon any lot or Tract unless as to any part or parts of said lines or wires which shall be outside the structure, the same shall be constructed or placed or maintained underground. The DECLARER, the DEVELOPER or the utility company shall have the right to come upon the property of each owner of a lot or Tract within the blocks described above to repair, replace, maintain or relocate the lines or wires initially constructed or which may hereafter be constructed upon the property of said lot or Tract owned by the DEVELOPER, DECLARER or utility company. Said right to enter granted by this provision shall be deemed an easement running with the land of each owner.

Section 2. Trees and Soil:

A) No trees in excess of two (2") inches in diameter which lie within any setback line established by this Declaration of Protective Covenants and Restrictions shall be removed without the prior written consent of the Environmental Control Board.

B) No trees shall be removed or cut, nor shall surface soil be dug or removed from any lot or Tract described in this Article for the purpose other than construction of a dwelling unit, without the prior written consent of the Environmental Control Board.

C) Where there are no trees on a lot or Tract, the DEVELOPER shall, on a one time basis only, plant a minimum of one (1) healthy tree per forty (40') lineal feet (or fraction thereof) of the lot that fronts or sides on a street or Plot.

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and such trees shall be a minimum of ten (10') feet in height and where there is a sidewalk, the tree(s) shall be planted in the swale area and where there is no sidewalk the tree(s) shall be planted in a location specified by the Environmental Control Board.

Section 3. Prohibitions and Requirements:

A) No noxious or offensive activity shall be carried on upon any lot or Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

B) No animals, birds or fowl of any kind, nature and species, shall be kept or maintained on any such lot except dogs, cats and pet birds confined in cages, which pets shall be kept in a reasonable number and as pets for the pleasure and use of the occupants of the dwelling unit erected on said lot described hereinabove. Dogs, when not inside the dwelling unit or confined in a cage, or a fenced yard, must be on a leash.

C) No signs of any character shall be placed or displayed upon any lot described in this Article, or upon any building or dwelling built thereon, including but not limited to "FOR SALE" or "FOR RENT" signs, except as otherwise provided in this Declaration of Protective Covenants and Restrictions.

D) No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part of any lot described in this Article, or in any building or other structure on such lot.

E) Trash shall not be permitted to accumulate so as to be a detriment to the subdivision or a fire hazard. In the event that any Owner shall fail or refuse to keep its premises free of weeds, underbrush or refuse or other unsightly growths or objects, the Environmental Control Board, Village Association and Cluster Association and their representatives may enter upon such defaulting homeowner's property to accomplish the purpose intended by this provision. The expense of doing so shall be charged to the owner of the lot and shall become a lien upon said lot collectible and enforceable in the same manner as other assessments, charges or liens are collectible and enforceable.

F) All garage doors shall be kept closed except as required to be open for purposes of ingress and egress, and the garage or carport shall be used for the exclusive storage of automobiles. In no event shall the owner construct, maintain or install anything in the garage or carport that would impair the use of said garage or carport for the storage of automobiles

and in no event shall an owner convert the garage or carport for use other than for the storage of automobiles.

G) No trucks, trailers, boats (except as hereinafter provided), campers, vans, or commercial vehicles, other than those present on temporary business, may be parked on any lot or in front of any lot described in this Article.

H) No laundry shall be hung for drying in such a way as to be readily visible from the street or Plots on which the lot fronts or on which the lot sides or from the lakes.

I) The use of any lakes and canals by boats powered by inboard or outboard engines is prohibited. Sailboats, canoes, rowboats and peddle boats owned by the owner of a lot abutting a lake or waterway may be docked or tied up on that part of the lake or waterway abutting said lot.

J) The owners or occupants of dwelling units on any lots described in this Article shall not be permitted to draw water from the lakes or waterways for any reason.

K) The construction of seawalls, bulkheads or any similar structures on or as a part of any lot or Parcel is prohibited, unless approved and authorized by the Village Association and Declarer in writing.

L) Trash shall be placed in receptacles. For sanitary reasons, all trash, except newspapers, shall be in plastic bags and tied securely before being placed in trash receptacles. Every trash receptacle or container shall be shielded from view by a wall or some other type of enclosure. All trash, garbage and rubbish shall be placed in the trash receptacle or container and the owner shall at all times keep and maintain the lot in a clean and sanitary condition.

ARTICLE VI

EASEMENTS:

Certain easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Plat of the above described subdivision as recorded in the Official Records of Broward County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of or obstruct or retard the flow of drainage channels in the easements. The easement area of each lot in Blocks 29 through 46 inclusive and all Tracts except for Tract E and Tract G, and all improvements made by the owner thereon, shall be maintained continuously by the owner, except for those improvements for which a public authority or utility company is responsible.

Furthermore, if it becomes necessary for any utility company to install utility facilities (lines, pipes, wiring, cables, meters or the like) to any lot on the Plat by constructing same upon, under or over the property of the abutting lot owner ("Abutting Lot Owner") thereby creating an encroachment, an easement is hereby granted to said utility company for the purpose of permitting the construction, replacement, or servicing of same and reading meters, when necessary, upon the property of the Abutting Lot Owner.

An easement is hereby granted to each utility company who has installed or shall hereafter install water and sewer lines, electrical lines, cable television lines or the like, including water meters, electrical meters and any similar metering device placed therein or to be hereafter placed therein by any of said utility companies contemplated to be covered by this provision, to come upon the property of any lot owner at any reasonable time for the purposes of reading the meter, repairing, replacing or installing a meter or similar metering device required for proper service, maintenance and billing of each lot owner serviced by said utility companies in carrying out its responsibilities and obligations in supplying utility services necessary or desired by each lot owner.

Furthermore, in the event a meter of one lot owner encroaches upon and over the property line of the abutting lot owner or in the event it is necessary for the utility company to place the water and sewer lines, electrical lines, cable television lines or the like upon the property of an adjoining lot owner in order to reach the other adjoining owner's property, an easement is hereby granted for the utility company's representatives to come upon the adjoining owner's property for the same purpose as set forth in this Article VI.

ARTICLE VII

HOUSE TRAILERS AND TEMPORARY BUILDINGS:

Trailers, tents, shacks, barns or any temporary building of any design whatsoever, are expressly prohibited within Blocks 29 through 46 inclusive, and all Tracts except for Tract E and Tract G, and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the construction of a temporary building for materials and supplies to be used in the construction of a temporary construction field office or sales office by a DEVELOPER, which construction shall comply with all applicable laws and the plans and specifications and location(s) of which said temporary facility shall first be approved, in writing, by the DECLARER. Any such temporary construction field office shall be removed by the DEVELOPER immediately upon completion of construction and all other improvements on all lots owned by the DEVELOPER in this subdivision.

ARTICLE VIII

SIGNS:

The following signs and only the following signs shall be permitted in Blocks 29 through 46 inclusive and all Tracts except Tract E and Tract G.

A) For each single family dwelling or each single family residential unit, one name plate, not exceeding one (1) square foot in area, indicating the name and/or house number of the occupant.

B) i. The DECLARER may install and retain signs in this subdivision for the purpose of orientation, directional or traffic control.

ii. The DEVELOPER may install on-site signs for sales and display of its product, but all such signs and the location thereof shall first be approved by the DECLARER.

C) The owner of any residential unit may attach thereto or place within his lot one (1) standard size "FOR SALE" or "FOR RENT" sign.

ARTICLE IX

TRACT E:

Tract E may be used for commercial, residential or recreational purposes, but if used for residential purposes, Tract E shall be subject to the provisions of all ARTICLES hereof which pertain thereto.

ARTICLE X

TRACT G:

Tract G has been deeded to The School Board of Broward County.

ARTICLE XI

SITE DS:

This site may be used for commercial, recreational or educational purposes.

ARTICLE XII

SITE M:

This site shall be used for commercial purposes only.

ARTICLE XIII

EASEMENTS 3, 4 and 5:

A) These Easements are subject to the rights of the Florida Power and Light Company as the same may appear of record.

B) Subject to the provisions of said recorded Easements, DECLARER reserves unto itself, its grantees or assigns the right

to install facilities thereon, such as landscaping and both active and passive recreational facilities including construction of buildings, all subject to the discretion and approval of the DECLARER.

ARTICLE XIV

SEVERABILITY:

Invalidation by any court or otherwise of any one or more of the protective covenants and restrictions or provisions contained in this Declaration of Protective Covenants and Restrictions shall in no way affect any of the other Protective Covenants and Restrictions herein contained, which shall remain in full force and effect.

ARTICLE XV

TERMINATION:

All of the restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration of Protective Covenants and Restrictions and by the provisions of any supplementary or amendatory declarations shall run with the land and shall be binding upon all parties and all persons for the period commencing with the recordation of this Declaration in the Public Records of Broward County, Florida, and ending on November 22, 2026.

ARTICLE XVI

ENFORCEMENT:

Enforcement of all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration of Protective Covenants and Restrictions and by the provisions of any supplementary or amendatory declarations shall be by proceedings in law or in equity by the DECLARER or DEVELOPER or by the Village Association or any Cluster Association heretofore or hereafter formed having standing, or by any owner of property within this subdivision, against any person or persons violating or attempting to violate same, which enforcement action shall be either to restrain violation and/or recover damages.

Failure to enforce any provision of this Declaration by any party having legal standing to do so shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

ARTICLE XX

RIGHT TO MODIFY OR CANCEL:

So long as the DECLARER is the owner of any land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, the DECLARER hereby specifically reserves exclusively for itself the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any part of or all of this Declaration of Protective Covenants and Restrictions. Any such

action by the DECLARER shall be duly recorded in the Official Records of Broward County, Florida.

ARTICLE XXI

SUBSEQUENT PLATS:

If the DECLARER causes subsequent Plats to be recorded in the Public Records of Broward County, Florida, of any lands located in Section 1, Township 51 South, Range 40 East, the DECLARER shall record a Declaration of Protective Covenants and Restrictions similar to this Declaration of Protective Covenants and Restrictions, with changes and modifications as may be deemed necessary, or a supplement or amendment to this Declaration so as to subject said additional land thus platted to the terms and provisions hereof.

IN WITNESS WHEREOF, the undersigned DECLARER, HOLLYWOOD, INC., a Florida corporation, has caused this Declaration of Protective Covenants and Restrictions to be executed by its duly authorized officers and affixed its corporate seals here- to this 8th day of January, 1981.

Signed, sealed and delivered in the presence of:

Rosemary Hamner
Linda Jackson

HOLLYWOOD, INC.

BY Bennett J. Budd
Executive Vice President

ATTEST S. M. Beckerman
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared B. T. Budd and S. M. Beckerman, to me well known to be the persons described in and who executed the foregoing instrument as Executive Vice President and Secretary respectively of HOLLYWOOD, INC., a Florida corporation, and they severally acknowledged before me that they executed such instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said Florida corpora- tion and the same was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the county and state aforesaid, this 8th day of January, 1981.

Linda A. Jackson
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 31 1983
WONDER THRU GENERAL INS. UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATKINS
COUNTY ADMINISTRATOR



911 9344 PAGE 981

FII AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS FIRST AMENDMENT made and entered into as of the 11th day of May, 1982, by Hollywood, Inc., a Florida corporation (hereinafter called the "Declarer").

WITNESSETH:

at,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date January 8, 1981, recorded in Official Records Book 9344, at page 966, Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two").

WHEREAS, Declarer has contracted to sell to I. A. Durbin, Inc. (hereinafter called "Developer") certain Lots within Rock Creek Phase Two upon which Developer intends to build single family dwellings; and

WHEREAS, due to the location of some of the Lots which Declarer has contracted to sell to Developer, namely Lot 1 of Block 29, Lot 14 of Block 29, Lot 1 of Block 32, Lot 17 of Block 32, Lot 1 of Block 37, Lot 11 of Block 37, Lot 1 of Block 39, Lot 11 of Block 39, Lot 1 of Block 44 and Lot 9 of Block 44, all of Rock Creek Phase Two (the above Lots hereinafter collectively and singly called the "Subject Property"), and due to the common promotional plan for the total of the Lots which Declarer has so contracted to sell to Developer, which common promotional plan is consistent with the Declaration and the Plat of Rock Creek Phase Two, the Developer intends to construct walls on the Subject Property at the various entrances to the total of the Lots which Developer intends to buy from Declarer; and

WHEREAS, the construction of the said walls will reduce the size of the Subject Property upon which single family residences could be built by Developer, with the result that without this Amendment the single family residences to be built on the Subject Property could not be built in the most aesthetically pleasing and beneficial way to the Rock Creek Phase Two community as a whole; and

WHEREAS, due to the foregoing reasons the Developer has requested that Declarer make this First Amendment and Declarer is agreeable to so doing; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this First Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE III, Section 3, D) captioned Side Lot Line for Corner Lots and Lots Which Side on Lake Parcels is amended by the addition of the following sentence at the end thereof:

"Notwithstanding any other provisions contained herein to the contrary, the minimum side setback on the side of Lot 1 of Block 29, Lot 14 of Block 29, Lot 1 of Block 32, Lot 17 of Block 32, Lot 1 of Block 37, Lot 11 of Block 37, Lot 1 of Block 39, Lot 11 of Block 39, Lot 1 of Block 44 and Lot 9 of Block 44 which abuts the side street for each such Lot shall be seven and one-half feet (7½') from the Lot line as established after that portion of each such Lot as described in the Exhibits "A" through "J", inclusive, attached hereto and made a part hereof by this reference, is deeded to the Rock Creek Homeowners' Association (Rock Creek, Inc.)."

2. Except as specifically amended hereby, the Declaration shall remain unchanged and the Declaration, as amended hereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF HOLLYWOOD, INC., a Florida corporation, as the Declarer, caused this First Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 11th day of May, 1982.

signed, sealed and delivered
the presence of:

Barbara Starnin
Martha Ann Morgan

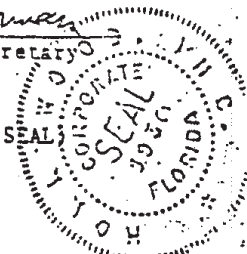
HOLLYWOOD, INC., a Florida
corporation. (DECLARER)

By: W. D. Horvitz
W. D. Horvitz, President

Attest:

By: S. M. Beckerman
S. M. Beckerman, Secretary

(CORPORATE SEAL)



STATE OF FLORIDA)

SS

COUNTY OF BROWARD)

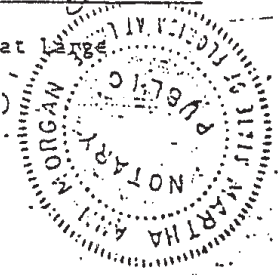
BEFORE ME, the undersigned authority, personally appeared W. D. Horvitz and S. M. Beckerman, the President and Secretary, respectively, of Hollywood, Inc., a Florida corporation, who being by me first duly sworn, acknowledged that they executed the foregoing First Amendment to Declaration of Protective Covenants and Restrictions of Rock Creek Phase Two, for the purposes therein expressed and that they severally acknowledged executing the same on behalf of said corporation, named as the Declarer in said foregoing instrument, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in Broward County, Florida, this 11th day of May, 1982.

Martha Ann Morgan

Notary Public
State of Florida at Large

(SEAL)



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 26, 1983
Issued by American Ins & Co. Company

PLEASE RECORD AND RETURN TO:
This instrument prepared for
Hollywood, Inc., the Declarer
by Theodore R. Stotzer, Esq.
4601 Sheridan Street, Suite 600
Hollywood, Florida 33021

REC 10190 MAR 82



LAND SURVEYORS — PLANNERS — CIVIL ENGINEERS

TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7781
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33020-2874 • PHONE (305)923-6588

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 1, Block 29, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the northeast corner of said Lot 1, run on an assumed bearing of S.11°E. along the east line of Lot 1 a distance of 115 feet to a point of curvature; thence, southeasterly along a curve to the right, having a radius of 25 feet and a central angle of 90°, an arc distance of 39.27 feet; thence, N.11°W. radially 10.10 feet to a point on a curve being concentric with said 25-foot radius curve; thence, northeasterly along a curve to the left, having a radius of 143.0 feet and a central angle of 90°, an arc distance of 22.46 feet to a point of tangency; thence, N.11°W. 115 feet to the north line of said Lot 1; thence, N.79°E. 10.10 feet to the Point of Beginning.

Said lands containing 1,561 square feet, more or less.

ESTABLISHED 1937

EXHIBIT "A"

OFF 10190 PAGE 830

BERRY, ALVIN, BROOME & ARINA
LAND SURVEYORS — PLANNERS — CIVIL ENGINEERS



Y TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7781
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33070-4674 • PHONE (305)923-6588

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 14, Block 29, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the southeast corner of said Lot 14, run on an assumed bearing of N.11°W. along the east line of Lot 14 a distance of 115 feet to a point of curvature; thence, north-westerly along a curve to the left, having a radius of 25 feet and a central angle of 90°, an arc distance of 39.27 feet; thence, S.11°E. radially 10.70 feet to a point on a curve being concentric with said 25-foot radius curve; thence, north-easterly along a curve to the right, having a radius of 14.30 feet and a central angle of 90°, an arc distance of 22.46 feet to a point of tangency; thence, S.11°E. 115 feet to the south line of said Lot 14; thence, N.79°E. 10.70 feet to the Point of Beginning.

Said lands containing 1,561 square feet, more or less.

MEB

ESTABLISHED 1937

EXHIBIT "B"

OFF 10190 PAGE 831

BERRY, COLVIN, BROOME & PERKINS
LAND SURVEYORS — PLANNERS — CIVIL ENGINEERS



TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7781
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33070-4874 • PHONE (305)923-6588

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 1, Block 32, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the eastern most corner of said Lot 1, run on an assumed bearing of S.55°00'02"W. along the southeasterly line of Lot 1 a distance of 112.79 feet to a point of curvature; thence, southwesterly along a curve to the right, having a radius of 25 feet and a central angle of 96°59'58", an arc distance of 42.32 feet; thence, N.62°E. radially 10.70 feet to a point on a curve being concentric with said 25-foot radius curve; thence, southeasterly along a curve to the left, having a radius of 1430 feet and a central angle of 96°59'58", an arc distance of 24.21 feet to a point of tangency; thence, N.55°00'02"E. 114.10 feet to the northeasterly line of said Lot 1; thence, S.28°E. 10.78 feet to the Point of Beginning.

Said lands containing 1,570 square feet, more or less.

MEB

ESTABLISHED 1937

EXHIBIT "C"

OFF 10190 PAGE 832

LAND SURVEYORS - PLANNERS - CIVIL ENGINEERS



LY TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7721
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33020-4274 • PHONE (305)923-6588

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 17, Block 32, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the southern most corner of said Lot 17, run on an assumed bearing of N.55°00'02"E. along the southeasterly line of Lot 17 a distance of 118.93 feet to a point of curvature; thence, northeasterly along a curve to the left, having a radius of 25 feet and a central angle of 83°00'02", an arc distance of 36.22 feet; thence, S.62°W. radially 10.70 feet to a point on a curve being concentric with said 25-foot radius curve; thence, southeasterly along a curve to the right, having a radius of 14.30 feet and a central angle of 83°00'02", an arc distance of 20.72 feet to a point of tangency; thence, S.55°00'02"W. 117.62 feet to the southwesterly line of said Lot 17; thence, S.28°E. 10.78 feet to the Point of Beginning.

Said lands containing 1,570 square feet, more or less.

ESTABLISHED 1937

EXHIBIT "D"

REC 10190 PAGE 833

BERRY, C. LVIN, BROOME & ARINA
LAND SURVEYORS — PLANNERS — CIVIL ENGINEERS



Y TO

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7721
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33020-4874 • PHONE (305)923-6568

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 1, Block 37, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the easternmost corner of said Lot 1, run on an assumed bearing of N.51°41'08"W. along the northeasterly line of Lot 1 a distance of 10.70 feet to a point on a non-tangent curve whose center bears N.52°36'05"W. from said point; thence, southwesterly along a curve to the right, having a radius of 549.30 feet and a central angle of 2°06'05", an arc distance of 20.15 feet to a point of tangency; thence, S.39°30'00"W. 95.17 feet to a point of curvature; thence, southwesterly along a curve to the right, having a radius of 1430 feet and a central angle of 88°48'52", an arc distance of 22.17 feet; thence, S.38°18'52"W. radially 10.70 feet to a point on a curve being concentric with said 1430 foot radius curve; thence, southeasterly along a curve to the left, having a radius of 25 feet and a central angle of 88°48'52", an arc distance of 38.75 feet to a point of tangency on the southeasterly line of said Lot 1; thence, N.39°30'00"E. along said southeasterly line 95.17 feet to a point of curvature; thence, continue along said southeasterly line and along a curve to the left (being concentric with said 549.30 foot radius curve), having a radius of 560 feet and a central angle of 2°05'02", an arc distance of 20.37 feet to the Point of Beginning.

Said lands containing 1,561 square feet, more or less.

MERB

ESTABLISHED 1937

REC 10130 PAID 034

BERRY, CLVIN, BROOME & ARINA
LAND SURVEYORS — PLANNERS — CIVIL ENGINEERS



Y TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7781
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33020-4874 • PHONE (305)923-6582

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 11, Block 37, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the southernmost corner of said Lot 11, run on an assumed bearing of N.51°41'08"W. along the southwesterly line of Lot 11 a distance of 10.96 feet to a point on a non-tangent curve whose center bears S.64°07'47"E. from said point; thence, northeasterly along a curve to the right, having a radius of 765.70 feet and a central angle of 8°46'08", an arc distance of 117.19 feet to a point of compound curvature; thence, northeasterly along a curve to the left, having a radius of 14.30 feet and a central angle of 86°19'29" an arc distance of 21.54 feet; thence, N.38°18'52" radially 10.70 feet to a point on a curve being concentric with said 14.30 foot radius curve; thence, southeasterly along a curve to the right, having a radius of 25 feet and a central angle of 86°19'29", an arc distance of 37.67 feet to a point on the southeasterly line of said Lot 11 and a point of compound curvature; thence, southwesterly along said southeasterly line and along a curve to the left (being concentric with said 765.70 foot radius curve), having a radius of 755 feet and a central angle of 8°56'53", an arc distance of 117.91 feet to the Point of Beginning
Said lands containing 1,575 square feet, more or less.

MEB

ESTABLISHED 1937

REC 10190 PAGE 833

BERRY, CALVIN, BROOME & MARINA
LAND SURVEYORS — PLANNERS — CIVIL ENGINEERS



TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7781
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33070-4674 • PHONE (305)973-6588

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 1, Block 39, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the southeast corner of said Lot 1, run on an assumed bearing of S.89°57'01"W. along the south line of Lot 1 a distance of 115 feet to a point of curvature; thence, southwesterly along a curve to the right, having a radius of 25 feet and a central angle of 90°, an arc distance of 39.27 feet; thence, N.89°57'01"E. radially 10.70 feet to a point on a curve being concentric with said 25-foot radius curve; thence, southeasterly along a curve to the left, having a radius of 14.30 feet and a central angle of 90°, an arc distance of 22.46 feet to a point of tangency; thence, N.89°57'01"E. 115 feet to the east line of said Lot 1; thence, S.0°02'59"E. 10.70 feet to the Point of Beginning.

Said lands containing 1,561 square feet, more or less.

MEB

ESTABLISHED 1937

BERRY, C. LVIN, BROOME & MARINA
LAND SURVEYORS - PLANNERS - CIVIL ENGINEERS



TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7781
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33020-4874 • PHONE (305)923-6588

6 April 1982
Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 11, Block 39, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the southwest corner of said Lot 11, run on an assumed bearing of N.0°02'59"W. along the west line of Lot 11 a distance of 11.52 feet to a point on a non-tangent curve whose center bears N.22°01'03"E. from said point; thence, southeasterly along a curve to the left, having a radius of 319.30 feet and a central angle of 21°08'08", an arc distance of 117.78 feet to a point of compound curvature; thence, southeasterly along a curve to the left, having a radius of 14.30 feet and a central angle of 90°55'54", an arc distance of 22.70 feet; thence, N.89°57'01"E. radially 10.70 feet to a point on a curve being concentric with said 14.30 foot radius curve; thence, southeasterly along a curve to the right, having a radius of 25 feet and a central angle of 90°55'54", an arc distance of 39.68 feet to a point on the south line of said Lot 11 and a point of compound curvature; thence, northwesterly along said south line and along a curve to the right (being concentric with said 319.30 foot radius curve), having a radius of 330 feet and a central angle of 20°23'04", an arc distance of 117.41 feet to the Point of Beginning.

Said lands containing 1,592 square feet, more or less.

ESTABLISHED 1937

EXHIBIT "H"

REC 10180 PAGE 837

DEKRI, CALVIN, BROOME & PARTNER
LAND SURVEYORS - PLANNERS - CIVIL ENGINEERS

TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7761
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33020-4874 • PHONE (305)923-6588

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 1, Block 44, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the southeast corner of said Lot 1, run on an assumed bearing of N.2°00'47"W. along the east line of Lot 1 a distance of 10.86 feet to a point on a non-tangent curve whose center bears S.7°44'39"W. from said point; thence, westerly along a curve to the left having a radius of 653.70 feet and a central angle of 10°07'08", an arc distance of 115.45 feet to a point of compound curvature; thence, south-westerly along a curve to the right, having a radius of 14.30 feet and a central angle of 90°21'42", an arc distance of 22.55 feet; thence, S.87°59'13"W. radially 10.70 feet to a point on a curve being concentric with said 14.30 foot radius curve; thence, southeasterly along a curve to the left, having a radius of 25 feet and a central angle of 90°21'42", an arc distance of 39.43 feet to a point on the south line of said Lot 1 and a point of compound curvature; thence, easterly along said south line and along a curve to the right (being concentric with said 653.70 foot radius curve), having a radius of 643 feet and a central angle of 10°16'58", an arc distance of 115.40 feet to the Point of Beginning.

Said lands containing 1.567 square feet, more or less.

MEB

ESTABLISHED 1937

BERRY, CALVIN, BROOME & FARINA
LAND SURVEYORS - PLANNERS - CIVIL ENGINEERS



Y TO:

- ☐ 700 E. DANIA BEACH BLVD • DANIA, FL 33004-3091 • PHONE (305)921-7781
☒ 2613 HOLLYWOOD BLVD • HOLLYWOOD, FL 33020-4874 • PHONE (305)923-6588

6 April 1982

Revised 20 April 1982

LAND TO BE DEEDED TO THE
ROCK CREEK HOMEOWNERS ASSOCIATION
(PORTION OF ROCK CREEK PHASE TWO)

A portion of Lot 9, Block 44, "ROCK CREEK PHASE TWO", as recorded in Plat Book 104, page 34, of the public records of Broward County, Florida, being described as follows:

Beginning at the southwest corner of said Lot 9, run on an assumed bearing of N.2°00'47"W. along the west line of Lot 9 a distance of 10.70 feet to a point on a non-tangent curve whose center bears N.0°11'42"W. from said point; thence, easterly along a curve to the left, having a radius of 559.30 feet and a central angle of 8°43'18", an arc distance of 85.14 feet to a point of tangency; thence, N.81°05'00"E. 31.98 feet to a point of curvature; thence, northeasterly along a curve to the left, having a radius of 1430 feet and a central angle of 83°05'47", an arc distance of 20.74 feet; thence, N.87°59'13"E. radially 10.70 feet to a point on a curve being concentric with said 1430 foot radius curve; thence, southeasterly along a curve to the right, having a radius of 25 feet and a central angle of 83°05'47", an arc distance of 36.26 feet to a point of tangency on the south line of said Lot 9; thence, S.81°05'00"W. along said south line 31.98 feet to a point of curvature; thence, continue along said south line and along a curve to the right (being concentric with said 559.30 foot radius curve), having a radius of 570 feet and a central angle of 8°41'15", an arc distance of 86.43 feet to the Point of Beginning.

Said lands containing 1,565 square feet, more or less.

ESTABLISHED 1937

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

SECOND AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS SECOND AMENDMENT made and entered into as of the 18th day of JULY, 1983, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer"),

W I T N E S S E T H

That,

WHEREAS, DECLARER made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at Page 966, Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to-wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34 Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two").

and

WHEREAS, DECLARER has contracted to sell to I. A. Durbin, Inc., a Florida corporation (hereinafter called "Developer") the following described property, to-wit:

Lot 8, Block 30 in said Rock Creek Phase Two according to the Plat thereof recorded in Plat Book 104, Page 34 of the Public Records of Broward County, Florida.

and

WHEREAS, DEVELOPER has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described lot; and

WHEREAS, DECLARER is willing to comply with the request of DEVELOPER; and

WHEREAS, DECLARER is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida,

NOW, THEREFORE, DECLARER does hereby amend the Declaration in the following manner:

1- ARTICLE IV, Section 5, requires a set-back of fifteen (15') feet from the Plot Line and is hereby amended by adding the following sentence:

Notwithstanding any other provisions contained herein to the contrary, the minimum set-back from the Plot Line on the East side of the lot with respect to the above described lot shall be ten (10') feet.

2- Except as specifically amended hereby, the Declaration and the First Amendment to the Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation
as the DECLARER, has caused this Second Amendment to the
Declaration to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Rosemary Harrison
Louise LaRosa

HOLLYWOOD, INC.
a Florida corporation (DECLARER)

BY Bernard T. Budd
Bernard T. Budd, Executive Vice
President

Attest S. M. Beckerman
S. M. Beckerman, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
BERNARD T. BUDD, and S. M. BECKERMAN, the Executive Vice President
and Secretary, respectively, of HOLLYWOOD, INC., a Florida corpora-
tion, who being by me first duly sworn, acknowledged that they
executed the foregoing Second Amendment to Declaration of Protective
Covenants and that they severally acknowledged executing the same
on behalf of said corporation, named as the Declarer in said
foregoing instrument, in the presence of two subscribing witnesses
freely and voluntarily under authority duly vested in them by said
corporation and that the seal affixed thereto is the true corporate
seal of said corporation.

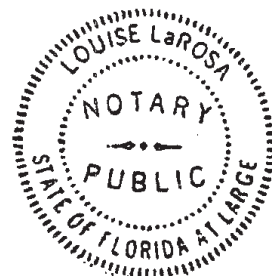
WITNESS my hand and official seal in Hollywood, Broward County,
Florida, this 18th day of JULY, 1983.

Louise LaRosa
NOTARY PUBLIC
State of Florida at Large

My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires July 28, 1984
Sealed This Tray from insurance tag

(NOTARY SEAL)



86223775

**THIRD AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

THIS THIRD AMENDMENT made and entered into as of the 17th day of June, 1986, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer"),

WITNESSETH:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 968, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to-wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, and by Second Amendment thereto recorded in Official Records Book 11015, page 537, of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to Pulte Home Corporation, a Michigan corporation (hereinafter called "Developer"), the following described property, to-wit:

Lot 38, Block 38, ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida; and

WHEREAS, Developer has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described lot; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 31 South, Range 40 East, Broward County, Florida, at the time of the making of this Third Amendment,

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE IV, Section 3, requires a set-back of fifteen (15') feet from the Plat Line and is hereby amended by adding the following sentence:

"Notwithstanding any other provisions contained herein to the contrary, the minimum set-back from the Plat Line on the North side of Lot 38, Block 38, ROCK CREEK PHASE TWO, Plat Book 104, page 34, Broward Public Records, shall be eleven (11') feet."

2. Except as specifically amended hereby and by the First Amendment and Second Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Third Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 17th day of June, 1986.

Signed, sealed and delivered
in the presence of:

Richard J. Fallon

James C. Stotzer

THIS INSTRUMENT PREPARED BY:
THEODORE R. STOTZER, ATTORNEY
4601 SHERIDAN STREET/SUITE 600
HOLLYWOOD, FLORIDA 33021

RECORD AND RETURN TO SAME

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: [Signature]
Its Vice President

Attest: [Signature]
Its Secretary

(Corporate Seal)

OFF 13495P6 235

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Dennis J. Giordano and T. R. Stotzer as Vice President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 17th day of June, 1988, at Hollywood, County and State aforesaid.

Richard E. Johnson
Notary Public
State of Florida at Large
(Notary Seal)

My commission expires:

My commission expires
on _____
BROWARD COUNTY, FLORIDA

FILED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
NOTARY ADMINISTRATION

REC 134956 236

FOUL 1 AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS

86310647

11142N FC
Theodore R. S. 57022
4601 SHORIDAY ST
5706
HWO EC 33-21

THIS FOURTH AMENDMENT made and entered into as of the _____ day of August, 1986, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer").

WITNESSETH:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, Second Amendment thereto recorded in Official Records Book 11015, page 537, and by Third Amendment thereto recorded in Official Records Book 13495, page 235, of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to Pulte Home Corporation, a Michigan corporation (hereinafter called "Developer"), the following described property, to-wit:

Lots 1 through 4, inclusive, Block 36, ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida; and

WHEREAS, Developer has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described lots; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this Fourth Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE IV, Section 5, requires a set-back of fifteen (15') feet from the Plot Line and is hereby amended by adding the following sentence:

"Notwithstanding any other provisions contained herein to the contrary, the minimum set-back from the Plot Line on the South side of Lots 1 and 4, and on the North side of Lots 2 and 3, Block 36, ROCK CREEK PHASE TWO, Plat Book 104, page 34, Broward Public Records, shall be seven and one-half feet (7-1/2')."

2. Except as specifically amended hereby and by the First Amendment, Second Amendment and Third Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Third Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 19 day of August, 1986.

Signed, sealed and delivered
in the presence of:

Dawn C. Sonnenborn

Katherine Talton

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: [Signature]
Its Vice President

Attest: [Signature]
Its Secretary

AUG 20 3 03 PM '86

REC-3163 PAGE 516

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Dennis J. Giordano and T. R. Stotzer as Vice President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 19 day of August, 1986, at Hollywood, County and State aforesaid.

Therese T. Gifford
Notary Public
State of Florida at Large

(Notary Seal)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 2, 1994
BONDED THRU GENERAL INS. UND.

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

DEF
REC/8663 PAGE 517

87024708

**FIFTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

THIS FIFTH AMENDMENT made and entered into as of the 15th day of January, 1987, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer").

WITNESSETH:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, Second Amendment thereto recorded in Official Records Book 11015, page 537, and by Third Amendment thereto recorded in Official Records Book 13495, page 235, and by Fourth Amendment thereto recorded in Official Records Book 13663, page 516, of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to Pulte Home Corporation, a Michigan corporation (hereinafter called "Developer"), the following described property, to-wit:

Lot 36, Block 38, ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida; and

WHEREAS, Developer has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described Lot; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this Fourth Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE IV, Section 5, requires a set-back of fifteen (15') feet from the Plot Line and is hereby further amended by adding the following sentence:

"Notwithstanding any other provisions contained herein to the contrary, the minimum set-back from the Plot Line on the North side of Lot 36, Block 38, ROCK CREEK PHASE TWO, Plat Book 104, page 34, Broward Public Records, shall be fourteen feet (14')."

2. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Fifth Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 15th day of January, 1987.

Signed, sealed and delivered
in the presence of:

Martha Ann Morgan

Rosemary Harrison

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: [Signature]
Its Vice President

Attest: [Signature]
Its Secretary

RECORD AND RETURN TO:
THEODORE R. STOTZER, ATTORNEY

(Corporate Seal)

JAN 20 2 46 PM '87

OFF 14095 PAGE 602

STATE OF FLORIDA

COUNTY OF BROWARD

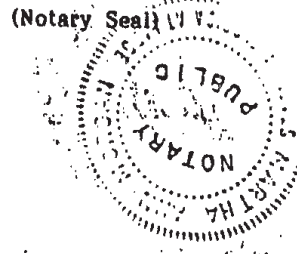
BEFORE ME, the undersigned authority, personally appeared Dennis J. Giordano and T. R. Stotzer as Vice President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 15th day of January, 1987, at Hollywood, County and State aforesaid.

Martha Ann Morgan
Notary Public
State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 26, 1987
joined into my firm - insurance, inc.



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

OFF 14095 PAGE 603
REC

SIXTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS

THIS SIXTH AMENDMENT made and entered into as of the 27th day of February, 1987, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer").

W I T N E S S E T H:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO; according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, Second Amendment thereto recorded in Official Records Book 11015, page 537, and by Third Amendment thereto recorded in Official Records Book 13495, page 235, and by Fourth Amendment thereto recorded in Official Records Book 13663, page 516, and by Fifth Amendment thereto recorded in Official Records Book 14095, page 602, all of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to Pulte Home Corporation, a Michigan corporation (hereinafter called "Developer"), the following described property, to-wit:

Lots 10 and 19, Block 35, ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida; and

WHEREAS, Developer has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described Lots; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this Sixth Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE IV, Section 5, requires a set-back of fifteen (15') feet from the Plot Line and is hereby further amended by adding the following sentence:

"Notwithstanding any other provisions contained herein to the contrary, the minimum set-backs from the Plot Lines on the east side of Lot 10, Block 35, and on the west side of Lot 19, Block 35, ROCK CREEK PHASE TWO, Plat Book 104, page 34, Broward Public Records, shall be thirteen feet (13')."

2. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby and thereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Sixth Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 27th day of February, 1987.

Signed, sealed and delivered
in the presence of:

Martha Ann Morgan
Karen Ann Lattanza

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: *[Signature]*
Its Vice President

Attest: *[Signature]*
Its Secretary

(Corporate Seal)

RECORD AND RETURN TO: ←

**SEVENTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

87-155074

THIS SEVENTH AMENDMENT made and entered into as of the 10th day of April, 1987, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer").

W I T N E S S E T H:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, Second Amendment thereto recorded in Official Records Book 11015, page 537, and by Third Amendment thereto recorded in Official Records Book 13495, page 235, by Fourth Amendment thereto recorded in Official Records Book 13663, page 516, by Fifth Amendment thereto recorded in Official Records Book 14095, page 602, and by Sixth Amendment thereto recorded in Official Records Book 14227, page 47, all of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to Pulte Home Corporation, a Michigan corporation (hereinafter called "Developer"), the following described property, to-wit:

Lot 19, Block 38, ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida; and

WHEREAS, Developer has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described Lot; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this Seventh Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE IV, Section 5, requires a set-back of fifteen (15') feet from the Plot Line and is hereby further amended by adding the following sentence:

"Notwithstanding any other provisions contained herein to the contrary, the minimum set-back from the Plot Line on the Northeasterly side of Lot 19, Block 38, ROCK CREEK PHASE TWO, Plat Book 104, page 34, Broward Public Records, shall be fourteen and nine-tenths feet (14.90')."

2. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby and thereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Seventh Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 10th day of April, 1987.

Signed, sealed and delivered
in the presence of:

Rosemary Harrison
Marika Ann Morgan

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: [Signature]
Its President

Attest: [Signature]
Its Secretary

(Corporate Seal)

HIS INSTRUMENT PREPARED BY:
LEODORE R. SVOITZER, ATTORNEY
4601 SHERIDAN STREET/SUITE 600
FORT LAUDERDALE, FLORIDA 33309

APR 10 2 15 PM '87

REC 1455 / PAGE 104

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared W. D. Horvitz and T. R. Stotzer as President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 10th day of April, 1987, at Hollywood, County and State aforesaid.

Martha Ann Morgan
Notary Public
State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 26, 1987
Member since 1984 - Insurance, Inc.

(Notary Seal) 0-17806

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

CELIENE BRUCE
COUNTY ADMINISTRATOR

OFF 14337 PAGE 185

**EIGHTH AMENDMENT TO DECLARATION OF
87-177632 PROTECTIVE COVENANTS AND RESTRICTIONS**

THIS EIGHTH AMENDMENT made and entered into as of the 23rd day of April, 1987, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer"), whose address is 4001 Sheridan Street, Suite 600, Hollywood, FL, 33021.

W I T N E S S E T H:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

ALL of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10299, page 526, Second Amendment thereto recorded in Official Records Book 13405, page 336, page 337, and by Third Amendment thereto recorded in Official Records Book 13663, page 516, and by Fourth Amendment thereto recorded in Official Records Book 14006, page 603, and by Fifth Amendment thereto recorded in Official Records Book 14327, page 47, and by Seventh Amendment thereto recorded April 10, 1987, in Official Records Book 14327, page 184, all of the Public Records of Broward County, Florida; and

WHEREAS, Declarer is the owner of land in Section 1, Township 31 South, Range 40 East, Broward County, Florida, at the time of the making of this Eighth Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE V, Section 3, J) is hereby deleted in its entirety and shall be replaced by the following:

"J) The owners or occupants of dwelling units on the Lots which abut a lake or waterway shall be permitted to draw water from such lakes or waterways which they abut for irrigation purposes only. Floats and other mechanisms or devices of any nature which would be visible in connection with drawing water from the lakes or waterways as aforesaid, however, are strictly prohibited from being used on or in connection with such irrigation lines into or from the said lakes or waterways."

2. This Eighth Amendment to the Declaration shall be retroactive to January 8, 1981, the date of the making of the Declaration.
3. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby and thereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Eighth Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 23rd day of April, 1987.

Signed, sealed and delivered
in the presence of:

Ramsey Harrison
Martha Ann Morgan

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

[Signature] President
[Signature] Secretary
(Corporate Seal)

THIS INSTRUMENT PREPARED BY:
DOCK R. STOTZER, ATTORNEY
4001 SHERIDAN STREET, SUITE 600
HOUSTON, TEXAS 77021
AND RETURN TO SAME

APR 27 11 12 AM '87

REC 14379MEX 986

[Handwritten initials]

STATE OF FLORIDA

COUNTY OF BROWARD

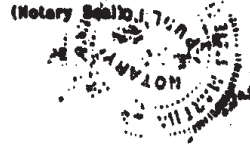
BEFORE ME, the undersigned authority, personally appeared W. D. Nervitz and T. R. Stetser as President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 21st day of April, 1967, at Hollywood, County and State aforesaid.

Martha Ann Morgan
Notary Public
State of Florida at Large.

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 26, 1967
— 1000 — The First Year — Broward, Fla.



RECORDS IN THE OFFICE OF THE CLERK
OF BROWARD COUNTY, FLORIDA
CELIENE BRUCE
COUNTY ADMINISTRATOR

REC 14379MEX 987

DESCRIPTION:

That portion of Tract 'H' of "ROCK CREEK PHASE TWO", as recorded in Plat Book 10, page 34, of the public records of Broward County, Florida, being described as follows:

Commencing at the point of intersection of the extension of the north line with the extension of the west line of said tract 'H'; thence, S.11°00'00"W. along the extension of said west line and along said west line 276.4 feet to a point of curvature; thence, southerly along a 740 foot radius curve to the right, through a central angle of 26°33'52", an arc distance of 343.69 feet to a Point of Beginning; thence, continue southerly along said curve to the right, through a central angle of 1°36'08", an arc distance of 25 feet to a point of tangency; thence, S.39°30'00"W. 130 feet to a point of curvature; thence, southerly along a 695 foot radius curve to the left, through a central angle of 32°30'00", an arc distance of 394.23 feet to a point of tangency; thence, S.7°00'00"W. 392.95 feet to a point of curvature; thence, southerly along a 400 foot radius curve to the right, through a central angle of 82°57'01", an arc distance of 579.10 feet to the southwest corner of said Tract 'H'; thence, N.89°57'01"E. along the south line of said Tract 'H' 939.92 feet; thence, N.1°37'46"W. 441.33 feet to a point on a curve whose center bears N.42°21'30"E. from said point; thence, northerly along a 100 foot radius curve to the right, through a central angle of 20°53'52", an arc distance of 36.47 feet to a point of tangency; thence, N.26°44'38"W. 238.30 feet to a point of curvature; thence, northerly along a 200 foot radius curve to the right, through a central angle of 38°12'49", an arc distance of 133.39 feet to a point of tangency; thence, N.11°28'11"E. 150 feet to a point of curvature; thence, northerly along a 175 foot radius curve to the left, through a central angle of 46°29'29", an arc distance of 142 feet to a point of tangency; thence, N.35°01'18"W. 150 feet to the Point of Beginning.

Said lands containing 11.7418 acres (511,473 sq. ft.), more or less.

LESS AND EXCEPT THEREFROM THAT LAND DESCRIBED
IN PAGES 2, 3 AND 4 OF THIS EXHIBIT "A."

EXHIBIT "A"

(p. 2 of 4)

50 FOOT INGRESS AND EGRESS EASEMENT

THAT PORTION OF Tract "H" of "Rock Creek Phase Two", as recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the point of intersection of the extension of the North line with the extension of the West line of said Tract "H", thence, South 11°00'00" West, along the extension of said West line and along said West line 276.75 feet to a point of curvature; thence, Southerly along a 740 foot radius curve to the right, through a central angle of 28°30'00", an arc distance of 368.09 feet to a point of tangency; thence South 39°30'00" West, a distance of 93.85 feet to the point of curvature of a circular curve to the left and the POINT OF BEGINNING;

thence along the arc of said curve having a radius of 25.00 feet, a central angle of 91°11'08" and an arc distance of 39.79 feet to a point of tangency;

thence South 51°41'08" East, a distance of 61.51 feet to a point of curvature of a circular curve to the right;

thence along the arc of said curve having a radius of 75.00 feet, a central angle of 63°09'19", and an arc distance of 82.67 feet to a point of tangency;

thence South 11°28'11" West, a distance of 146.34 feet to a point of curvature of a circular curve to the left;

thence along said curve having a radius of 312.00 feet, a central angle of 38°12'49" and an arc distance of 208.09 feet to a point of tangency;

thence South 26°44'38" East, a distance of 246.99 feet to a point of curvature of a circular curve to the right;

thence along said curve having a radius of 125.00 feet, a central angle of 25°06'52" and an arc distance of 54.77 feet to a point of tangency;

thence South 01°37'46" East, a distance of 139.13 feet to a point of curvature of a circular curve to the right;

thence along said curve having a radius of 80.00 feet, a central angle of 91°34'47" and an arc distance of 127.87 feet to a point of tangency;

thence South 89°57'01" West, a distance of 162.82 feet to a point of curvature of a circular curve to the left;

thence along said curve having a radius of 150.00 feet, a central angle of 01°47'20" and an arc distance of 4.68 feet to a point of tangency;

thence South 88°09'41" West a distance of 102.67 feet to a point of curvature of a circular curve to the right;

thence along said curve having a radius of 253.50 feet, a central angle of 29°49'04", and an arc distance of 131.93 feet to a point of reverse curvature of a circular curve;

thence along said curve having a radius of 25.00 feet, a central angle of 81°41'48", and an arc distance of 35.21 feet to a point on the Easterly right-of-way line of STONEBRIDGE PARKWAY, a radial line bears North 52°43'03" West to the radius from the last described point;

BK14547PG0134

EXHIBIT

A

(p. 3 of 4)

thence Northeasterly along said right-of-way line along a circular curve concave to the Northwest, having a radius of 400.00 feet, a central angle of $13^{\circ}32'01''$ and an arc distance of 94.48 feet to a cusp of a curve concave to the Northeast;

thence Southeasterly along said curve, having a radius of 25.00 feet, a central angle of $87^{\circ}11'35''$ and an arc distance of 38.05 feet to a point of compound curvature concave to the North;

thence Easterly along said curve, having a radius of 203.50 feet, a central angle of $28^{\circ}23'41''$ and an arc distance of 100.85 feet to a point of tangency;

thence North $88^{\circ}09'41''$ East, a distance of 102.67 feet to a point of curvature of a circular curve to the right;

thence along said curve, having a radius of 200.00 feet, a central angle of $01^{\circ}47'20''$ and an arc distance of 6.24 feet to a point of tangency;

thence North $89^{\circ}57'01''$ East, a distance of 162.82 feet to a point of curvature of a circular curve to the left;

thence along said curve, having a radius of 30.00 feet, a central angle of $91^{\circ}34'47''$ and an arc distance of 47.95 feet to a point of tangency;

thence North $01^{\circ}37'46''$ West, a distance of 139.13 feet to a point of curvature of a circular curve to the left;

thence along said curve having a radius of 75.00 feet, a central angle of $40^{\circ}57'24''$ and an arc distance of 53.61 feet to a point of compound curve concave to the South;

thence along said curve, having a radius of 30.00 feet, a central angle of $72^{\circ}00'24''$ and an arc distance of 37.70 feet to a point of reverse curvature;

thence along said curve, having a radius of 150.00 feet, a central angle of $24^{\circ}32'35''$, and an arc distance of 64.25 feet to a point of tangency;

thence South $89^{\circ}57'01''$ West, a distance of 215.51 feet;

thence North $00^{\circ}02'59''$ West, a distance of 50.00 feet,

thence North $89^{\circ}57'01''$ East, a distance of 215.51 feet to a point of curvature of a circular curve to the left;

thence along said curve, having a radius of 100.00 feet, a central angle of $22^{\circ}33'36''$ and an arc distance of 39.37 feet to a point of compound curvature;

thence along said curve having a radius of 30.00, a central angle of $94^{\circ}08'01''$ and an arc distance of 49.29 feet to a point of tangency;

thence North $26^{\circ}44'38''$ West, a distance of 124.65 feet to a point of curvature of a circular curve to the right;

thence along said curve, having a radius of 362.00 feet, a central angle of $06^{\circ}05'32''$ and an arc distance of 36.49 feet to a point of reverse curvature;

thence along said curve having a radius of 25.00 feet, a central angle of $78^{\circ}11'50''$ and an arc distance of 34.12 feet to a point of reverse curvature;

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EXHIBIT "A"
(p. 4 of 4)

thence along said curve having a radius of 285.00 feet, a central angle of $08^{\circ}47'55''$ and an arc distance of 43.77 feet to a point of tangency;
thence South $89^{\circ}57'01''$ West, a distance of 110.76 feet to a point of curvature of a circular curve to the left;
thence along said curve having a radius of 25.00, a central angle of $82^{\circ}57'01''$, and an arc distance of 36.19 feet to a point on the Easterly right-of-way line of STONEBRIDGE PARKWAY;
thence North $07^{\circ}00'00''$ East along said East right-of-way line, a distance of 100.76 feet to a cusp of a curve concave to the Northeast;
thence Southeasterly along said curve, having a radius of 25.00 feet, a central angle of $97^{\circ}02'59''$ and an arc distance of 42.35 feet to a point of tangency;
thence North $89^{\circ}57'01''$ East, a distance of 98.40 feet to a point of curvature of a circular curve to the left;
thence along said curve, having a radius of 235.00 feet, a central angle of $06^{\circ}43'17''$ and an arc distance of 27.57 feet to a point of compound curvature;
thence along said curve, having a radius of 25.00 feet, a central angle of $88^{\circ}57'58''$ and an arc distance of 38.82 feet to a point of reverse curvature;
thence along said curve, having a radius of 362.00 feet, a central angle of $17^{\circ}12'39''$ and an arc distance of 108.74 feet to a point of tangency;
thence North $11^{\circ}28'11''$ East, a distance of 146.34 feet to a point of curvature of a circular curve to the left;
thence along said curve, having a radius of 25.00 feet, a central angle of $63^{\circ}09'19''$ and an arc distance of 27.56 feet to a point of tangency;
thence North $51^{\circ}41'08''$ West, a distance of 60.53 feet to a point of curvature of a circular curve to the left;
thence along said curve, having a radius of 25.00 feet, a central angle of $94^{\circ}16'47''$ and an arc distance of 41.14 feet to a point on the Easterly right-of-way line of STONEBRIDGE PARKWAY;
thence Northeasterly along a circular curve concave to the Southeast with a radial bearing of North $55^{\circ}57'55''$ West, having a radius of 695.00 feet, a central angle of $05^{\circ}27'55''$ and an arc distance of 66.29 feet to a point of tangency;
thence North $39^{\circ}30'00''$ East, a distance of 36.15 feet to the POINT OF BEGINNING.

Said lands lying in Broward County, Florida, and containing 2.2462 acres more or less.

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


8K14547PG0136

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Dennis J. Giordano and T. R. Stotzer as Vice President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 27th day of February, 1987, at Hollywood, County and State aforesaid.


Notary Public
State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 26, 1987
... Insurance, Inc.

(Notary Seal)

AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS

37263274

THIS NINTH AMENDMENT made and entered into as of the 18th day of June, 1987, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer"), whose address is 4601 Sheridan Street, Suite 600, Hollywood, FL, 33021.

That,

WITNESSETH:

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, Second Amendment thereto recorded in Official Records Book 11015, page 537, and by Third Amendment thereto recorded in Official Records Book 13495, page 235, and by Fourth Amendment thereto recorded in Official Records Book 13663, page 516, and by Fifth Amendment thereto recorded in Official Records Book 14095, page 602, and by Sixth Amendment thereto recorded March 6, 1987, in Official Records Book 14227, page 47, and by Seventh Amendment thereto recorded April 10, 1987, in Official Records Book 14337, page 184, and by Eighth Amendment thereto recorded April 27, 1987, in Official Records Book 143379, page 986, all of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to Pulte Home Corporation, a Michigan corporation (hereinafter called "Developer"), the following described property, to-wit:

A portion of Tract "II", ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida, which property is more completely described in EXHIBIT "A" hereto; and

WHEREAS, Developer has requested that the subject property be designated as a CLUSTER BLOCK within the Cluster Association of TIERRA VISTA, INC.; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this Ninth Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE I, F), P), Q), and ARTICLE IV, are hereby amended by designating the EXHIBIT "A" property to be a CLUSTER BLOCK within the Cluster Association of TIERRA VISTA, INC.
2. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby and thereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Ninth Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 18th day of June, 1987.

Signed, sealed and delivered
in the presence of:

[Signature]
Martha Ann Morgan

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

[Signature] President
Attest: [Signature] Secretary
(Corporate Seal)

JUN 19 2 26 PM '87

BK14547PG0131

**TENTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

THIS TENTH AMENDMENT made and entered into as of the 28th day of May, 1987, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer") whose address is 4601 Sheridan Street, Suite 600, Hollywood, FL 33021.

WITNESSETH:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, Second Amendment thereto recorded in Official Records Book 11015, page 537, and by Third Amendment thereto recorded in Official Records Book 13495, page 235, by Fourth Amendment thereto recorded in Official Records Book 13663, page 516, by Fifth Amendment thereto recorded in Official Records Book 14095, page 602, and by Sixth Amendment thereto recorded in Official Records Book 14227, page 47, and by Seventh Amendment thereto recorded April 10, 1987, in Official Records Book 14337, page 184, and by Eighth Amendment thereto recorded April 27, 1987, in Official Records Book 143379, page 986, and by Ninth Amendment thereto recorded in Official Records Book ~~143379~~, all of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to LeMart Realty, Inc., a Florida corporation, and LeMart Realty, Inc. has sold to Anthony Manfra and Cindy K. Manfra (hereinafter called "Developer"), the following described property, to-wit:

Lot 6, Block 33, ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida; and

WHEREAS, Developer has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described Lot; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this Tenth Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE IV, Section 5, requires a set-back of fifteen (15') feet from the Plot Line and is hereby further amended by adding the following sentence:

"Notwithstanding any other provisions contained herein to the contrary, the minimum front set-back from the Plot Line for Lot 6, Block 33, ROCK CREEK PHASE TWO, Plat Book 104, page 34, Public Records of Broward County, Florida, shall be fourteen feet (14.00')."

2. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment and Ninth Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby and thereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Tenth Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 28th day of May, 1987.

Signed, sealed and delivered
in the presence of:

Rosemary Harrison
Martha Ann Morgan

HOLLYWOOD, INC., a Florida
corporation ("Declarer")
President
Secretary

→ RECORD AND RETURN TO: ←

Jul 6 1987 PM 1:07

BR 1433790001

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared W. D. Horvitz and T. R. Stotzer as President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 25th day of May, 1987, at Hollywood, County and State aforesaid.

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 26, 1987
Bonded thru Fidelity Insurance, Inc.

Martha Ann M...
Notary Public

State of Florida at Large

(Notary Seal)

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

87236156

**ELEVENTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

THIS ELEVENTH AMENDMENT made and entered into as of the 30th day of June, 1987, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer") whose address is 4601 Sheridan Street, Suite 600, Hollywood, FL 33021.

WITNESSETH:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two").

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, Second Amendment thereto recorded in Official Records Book 11015, page 537, and by Third Amendment thereto recorded in Official Records Book 13495, page 235, by Fourth Amendment thereto recorded in Official Records Book 13663, page 516, by Fifth Amendment thereto recorded in Official Records Book 14095, page 602, and by Sixth Amendment thereto recorded in Official Records Book 14227, page 47, and by Seventh Amendment thereto recorded April 10, 1987, in Official Records Book 14337, page 184, and by Eighth Amendment thereto recorded April 27, 1987, in Official Records Book 143379, page 986, and by Ninth Amendment thereto recorded in Official Records Book _____, page _____, and by Tenth Amendment thereto recorded in Official Records Book _____, page _____, all of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to Pulte Home Corporation, a Michigan corporation, and Pulte Home Corporation has sold to Richard W. Roether and Margaret L. Roether, his wife (hereinafter called "Developer"), the following described property, to-wit:

Lot 16, Block 35, ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida; and

WHEREAS, Developer has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described Lot; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this Eleventh Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE IV, Section 5, requires a set-back of fifteen (15') feet from the Plot Line and is hereby further amended by adding the following sentence:

"Notwithstanding any other provisions contained herein to the contrary, the minimum front set-back from the Plot Line for Lot 16, Block 35, ROCK CREEK PHASE TWO, Plat Book 104, page 34, Public Records of Broward County, Florida, shall be fourteen and ninety-seven hundredths feet (14.97')."

2. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and Tenth Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby and thereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Eleventh Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 30th day of June, 1987.

RECORD AND RETURN TO:

JUL 6 3 35 PM '87

BA 143318006

Signed, sealed and delivered
in the presence of:

W. D. Horvitz
Barbara Stotzer

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: W. D. Horvitz
Its President

Attest: Barbara Stotzer
Its Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared W. D. Horvitz and T. R. Stotzer as President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 30th day of June, 1987, at Hollywood, County and State aforesaid.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DATE 7/1/89
BROWARD COUNTY, FLORIDA

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

Barbara Stotzer
Notary Public
State of Florida at Largo
(Notary Seal)

BK14593PG0030

87378203

TWELFTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS

THIS TWELFTH AMENDMENT made and entered into as of the 24th day of August, 1987, by HOLLYWOOD, INC., a Florida corporation (hereinafter called the "Declarer") whose address is 4601 Sheridan Street, Suite 600, Hollywood, FL 33021.

37 SEP 2 AM 11:59

WITNESSETH:

That,

WHEREAS, Declarer made and entered into a Declaration of Protective Covenants and Restrictions (hereinafter called the "Declaration") bearing the date of January 8, 1981, recorded in Official Records Book 9344, at page 966, of the Public Records of Broward County, Florida, which Declaration pertains to all of the following described property, to wit:

All of the property known as ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida (hereinafter called "Rock Creek Phase Two"),

which Declaration has been amended by First Amendment thereto recorded in Official Records Book 10190, page 828, Second Amendment thereto recorded in Official Records Book 11015, page 537, and by Third Amendment thereto recorded in Official Records Book 13495, page 235, by Fourth Amendment thereto recorded in Official Records Book 13663, page 516, by Fifth Amendment thereto recorded in Official Records Book 14095, page 602, and by Sixth Amendment thereto recorded in Official Records Book 14227, page 47, and by Seventh Amendment thereto recorded April 10, 1987, in Official Records Book 14337, page 184, and by Eighth Amendment thereto recorded April 27, 1987, in Official Records Book 143379, page 986, and by Ninth Amendment thereto recorded in Official Records Book 14547, page 0131, and by Tenth Amendment thereto recorded in Official Records Book 14593, page 0027, and by Eleventh Amendment thereto recorded in Official Records Book 14593, page 0029, all of the Public Records of Broward County, Florida; and

WHEREAS, Declarer has sold to Pulte Home Corporation, a Michigan corporation, the following described property, to-wit:

Lot 2, Block 38, ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, page 34, of the Public Records of Broward County, Florida; and

WHEREAS, Developer has requested a modification of the set-back requirements as the same are provided for in the above described Declaration relating to the above described Lot; and

WHEREAS, Declarer is willing to comply with the request of Developer; and

WHEREAS, Declarer is the owner of land in Section 1, Township 51 South, Range 40 East, Broward County, Florida, at the time of the making of this Twelfth Amendment.

NOW, THEREFORE, Declarer does hereby amend the Declaration in the following manner:

1. ARTICLE IV, Section 5, requires a set-back of fifteen (15') feet from the Plot Line and is hereby further amended by adding the following sentence:

"Notwithstanding any other provisions contained herein to the contrary, the minimum front set-back from the Plot Line for Lot 2, Block 38, ROCK CREEK PHASE TWO, Plat Book 104, page 34, Public Records of Broward County, Florida, shall be fourteen and ninety-five hundredths feet (14.95')."

2. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment and Eleventh Amendment the Declaration shall remain unchanged and the Declaration, as amended hereby and thereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, HOLLYWOOD, INC., a Florida corporation, as the Declarer, has caused this Twelfth Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of the 24th day of August, 1987.

RECORDED AND RETURNED TO:

DEPARTMENT OF COUNTY

0000000000

91

Signed, sealed and delivered
in the presence of:

W. D. Horvitz
Martha Ann Morgan

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: W. D. Horvitz
Its President

Attest: T. R. Stotzer
Its Secretary

(Corporate Seal)



STATE OF FLORIDA

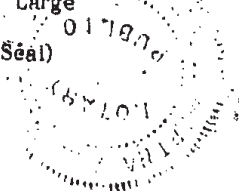
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared W. D. Horvitz and T. R. Stotzer as President and Secretary, respectively, of HOLLYWOOD, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 24th day of August, 1987, at Hollywood, County and State aforesaid.

Martha Ann Morgan
Notary Public
State of Florida at Large

(Notary Seal)



My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 26, 1987
Notary Public Term - Insurance, Inc.

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

BK 14766PG0968

THIRTEENTH AMENDMENT
TO THE
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
ROCK CREEK PHASE TWO

WHEREAS, the Declaration of Protective Covenants and Restrictions of the following described real property was duly recorded in Official Records Book 9344, at Page 966, of the Public Records of Broward County, Florida:

All of ROCK CREEK PHASE TWO, according to the Plat thereof recorded in Plat Book 104, Page 34, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration was previously amended in Official Records Book 10190, at Page 828; Official Records Book 11015, at Page 537; Official Records Book 13495, at Page 235; Official Records Book 13663, at Page 516; Official Records Book 14095, at Page 602; Official Records Book 14227, at Page 47; Official Records Book 14337, at Page 184; Official Records Book 14379, at Page 986; Official Records Book 14547, at Page 131; Official Records Book 14593, at Page 27; Official Records Book 14593, at Page 29; and Official Records Book 14766, at Page 967; all of the Public Records of Broward County, Florida; and

WHEREAS, Rock Creek, Inc., at a meeting of its Board of Directors affirmatively voted to request Hollywood, Inc., as Declarer, to amend the Declaration of Protective Covenants and Restrictions as more particularly set forth below; and

WHEREAS, pursuant to the provisions of Article XX of the aforescribed Declaration of Protective Covenants and Restrictions, and at the request of Rock Creek, Inc., the Declarer (Hollywood, Inc.), has consented to the proposed amendment as evidenced by its execution of this Certificate.

NOW THEREFORE, the Declarer does hereby amend the Declaration in the following manner:

1. Article XX is hereby further amended by adding the following paragraph:

This Declaration may be amended by the affirmative vote of not less than a two-thirds (2/3) majority of the entire membership at an Annual Members' Meeting or Special Meeting of the Members (which vote may be by a written, mail-in ballot) and the affirmative approval of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or Special Meeting. PROVIDED, that no such amendment shall (1) impair the security of any institutional mortgagee; (2) change the voting rights of the members; or (3) impair the rights reserved to the Developer. This amendment shall become effective immediately upon recording in the Public Records of Broward County, Florida.

2. Article XV is hereby further amended by striking the words "and ending on November 22, 2026" and by replacing those words with the following language:

and for an initial term through November 22, 2026, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded agreeing to terminate these covenants. However, no such agreement to terminate shall be effective unless made and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

COL 7 24:27

BX15853PG 316

3. Except as specifically amended hereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment and Twelfth Amendment, the Declaration shall remain unchanged and the Declaration, as amended hereby and thereby, is hereby ratified and confirmed.

This Thirteenth Amendment to the Declaration of Protective Covenants and Restrictions of the aforescribed real property is being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records of Broward County, Florida, the Amendment to the Protective Covenants and Restrictions will become effective.

IN WITNESS WHEREOF, Hollywood, Inc., a Florida corporation, as the Declarer, has caused this Thirteenth Amendment to the Declaration of Protective Covenants and Restrictions to be made and executed as of this 30th day of September, 1988.

Signed, sealed and delivered
in the presence of:

Martin L. Morgan

HOLLYWOOD, INC., a Florida
corporation ("Declarer")

By: [Signature]
Its President

Attest: [Signature]
Its Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF BROWARD

Personally appeared before me, W. D. Horvitz
and T. R. Stotzer, the President and the
Secretary respectively, of Hollywood, Inc., a corporation
existing under the laws of the State of Florida, to me known to
be the persons who signed to the foregoing instrument as such
officers and severally acknowledged the execution thereof to be
their free act and deed as such officers for the uses and pur-
poses therein mentioned, and that they affixed thereto the offi-
cial seal of said corporation, and that the said instrument is
the act and deed of said corporation.

Witness my hand and official seal this 30th day of
September, 1988.

Martin L. Morgan
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 26, 1991

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Fort Lauderdale, Florida 33314

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

BK15853PC-317

This instrument prepared by:
(and to be returned to:)
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

Certificate of Amendment
to the By-Laws
of
Rock Creek, Inc.

The By-Laws of Rock Creek, Inc. were duly recorded in Official Records Book 7301,
Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XV of the afore-described By-Laws, amendments to
the By-Laws were made, ratified and approved by the requisite vote (7-0) of the Board of
Directors on December 3, 2014.

This Certificate and the attached Amendments to the By-Laws are being filed in the
Public Records of Broward County, Florida. Upon recordation and filing in the Public Records,
the attached Amendments will become effective.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to
be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this
30th day of December, 2014.

WITNESSETH:

ROCK CREEK, INC.

[Signature]
Print: Susan Reyes

By: [Signature]
Steven Mason, President
11700 Stonebridge Parkway
Cooper City, Florida 33026

✓ [Signature]
Print: Susan Reyes

✓ ATTEST: [Signature] (SEAL)
Stan Neumann, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of
December, 2014 by Steven Mason, the President and Stan Neumann, the Secretary of
Rock Creek, Inc., a Florida corporation not-for-profit, on behalf of the corporation. They are each
personally known to me.

[Signature]
Notary Public, State of Florida

Amendments
to the
By-Laws
of
Rock Creek, Inc.

Underline denotes addition
~~Strikethrough~~ denotes deletion

Article VII.

LIENS:

Each member of the Village Association, as a condition of having become an owner of property, agrees that the property owned by that member is subject to a lien in favor of the Village Association to secure the obligation of the member to pay any General or Special Assessment that has been levied or which shall be levied against the property of the member, which lien shall be effective from and shall relate back to the recording of the original Declaration and By-Laws governing the Village Association; and as to any mortgages recorded prior to the recording of this amendment, such lien shall be secondary, inferior and subordinate only to a valid Institutional First Mortgage placed upon the property of the member.

With regard to any mortgages recorded after the adoption and recording of this amendment to the By-Laws, the liability of an Institutional First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

a. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Village Association; or

b. One percent of the original mortgage debt;

together with all assessments, late fees, and other charges incurred during such acquirer's ownership.

The limitations on first mortgage liability provided above apply only if the Institutional First Mortgagee filed suit against the owner/member and initially joined the Village Association as a defendant in the mortgagee foreclosure action. Furthermore, the limitation on first mortgage liability provided above shall not apply to a guarantor of the first mortgagee, unless such guarantor accrets and records in the Public Records of Broward County an assignment of the first mortgage before the issuance of title.

Any other acquirer of title to a parcel by foreclosure or by deed in lieu of foreclosure is jointly and severally liable with the previous owner/member for all monies due the Village Association according to the books and records of the Village Association, including but not limited to assessments, late fees, interest, fines, collection charges, court costs and attorney's fees. This liability is without prejudice to any right the acquirer of title may have to recover any amounts paid to the Village Association from the previous owner/member.

RCAmend9.sam

Adopted 7-0 on 12/3/14



I hereby certify this document to be a true, correct and complete copy of the record of fairway 21st day of October, 2015.
By [Signature]
Deputy Clerk

RULE

In order to promote efficient and constructive meetings of the Board of Directors, and in accordance with Florida Statutes, Chapter 720.303(2)(b), members of the Rock Creek community may address the Board of Directors in the following manner:

1) As to any non-designated items on the agenda:

a) there shall be not more than 30 minutes set aside for members to address the Board under Homeowner Concerns, the order to be determined by the Chairperson of the meeting;

b) no member shall be permitted to speak for more than 5 minutes during Homeowners Concerns, and once a member has spoken, such member shall not again be permitted to address the Board except to answer any question by a Director presented through the Chairperson;

c) any statements shall be directed to the Board of Directors in a cordial, courteous and informative manner;

d) there shall be no debate between members nor between the speaker and the Board;

e) the Chairperson of the meeting shall retain the right to rule on the whether any matters are "out of order"; and if so, to limit the speaker's time or to close the Homeowner Concerns section of the agenda if order cannot otherwise be restored.

2) As to any designated items on the agenda:

a) no member shall be permitted to speak for more than 3 minutes on each designated item, and once a member has spoken, such member shall not again be permitted to address the Board except to answer any question by a Director presented through the Chairperson;

b) at the discretion of the Chairperson, a sign-up sheet for those members wishing to address the Board may be instituted (which sign-up sheet, if instituted, shall be posted at least 1 hour prior to the meeting and must be completed prior to the start of the meeting);

c) any statements shall be directed to the Board of Directors in a cordial, courteous and informative manner;

d) there shall be no debate between members nor between the speaker and the Board;

e) the Chairperson of the meeting shall retain the right to rule on the whether any matters are "out of order"; and if so, to limit the speaker's time, to continue with other business, or to adjourn the meeting if order cannot otherwise be restored.

Adopted - 7/23/14

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
ROCK CREEK, INC.**

BE IT RESOLVED, for the purposes of Article VII of the Declarations of Protective Covenants and Restrictions for Stonebridge Phase One and Rock Creek Phase Two, the term ~~"shack"~~ shall include, but not be limited to any metal or wooden type structures commonly used for the storage of garden equipment phrase "Trailers, tents, shacks, barns or any temporary building of any design whatsoever" shall not serve to prohibit a single outdoor storage unit that meets the following conditions:

1. Any storage unit shall be located in either the back yard or a side yard (but not within 15 feet from the front corner of the home, and not within any setbacks or easements), concealed by a shadow-box fence or perimeter wall on all sides so that it is not visible to either adjacent property owners, or visible from the street or the lake. Prior to installing any outside storage unit, the homeowner shall be required to submit an application to the Environmental Control Board (also known as the Architectural Review Committee), whose decision as to approval/disapproval and as to final location shall be determinative. As a condition of approval, the Environmental Control Board shall require that the homeowner(s) execute a Hold Harmless/Indemnification Agreement in favor of Rock Creek, Inc. and in recordable form, with the costs of recording borne by the requesting homeowner(s).
2. The height of the unit shall not exceed the adjacent fence line.
3. The maximum height shall not exceed 6 feet (or such lesser height below any adjacent fence lines).
4. The maximum area dimensions shall be no greater than 6 feet by 8 feet.
5. No wooden or metal structures shall be permitted.
6. To the extent that a City of Cooper City permit is required, the homeowner shall be required to obtain same prior to submitting an application to the Environmental Control Board.
7. Any permitted outdoor storage unit shall be properly anchored/tied down and shall be in compliance with any applicable building codes.

Dated this 9th day of June, 2014.


Secretary