

# **RHAPSODY HOA**

**DECLARATION OF COVENANTS & RESTRICTIONS**

**ARTICLES OF INCORPORATION**

**BY-LAWS**

Record and Return to:

JOHN E. STEPHENS, JR.  
GUSTAFSON, STEPHENS, FERRIS, FORMAN & HALL  
540 Northeast Fourth Street  
Fort Lauderdale, Florida 33301

88009830

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

RHAPSODY

THIS DECLARATION, made this 29<sup>th</sup> day of December, 1987, by THE LYON GALE ASSOCIATES, a Florida General Partnership (the "Developer"), which hereby declares that the real property described in Article II herein which is owned by Developer (hereinafter referred as "RHAPSODY" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws (Exhibits "A" and "B") are attached hereto and made a part hereof as Exhibits "A" and "B" respectively.

I. DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to The Rhapsody Homeowners Association, Inc., a Florida corporation not for profit.

B. "Developer" shall mean and refer to The Lyon Gale Associates, a Florida General Partnership and its successors or assigns if any such successor or assign acquires the undeveloped portion of Rhapsody from the Developer for the purpose of development and is designated as such by the Developer. Developer of Rhapsody is not intended, and shall not be construed, to impose upon said Lyon Gale Associates any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots within Rhapsody from The Lyon Gale Associates and develop and resell the same.

C. "Rhapsody" "Land" or "Property" shall mean and refer to Parcel 11, "WELLESBY N.W. QUADRANT", according to the Plat thereof, as recorded in Plat Book 110, Page 48 of the Public Records of Broward County, Florida and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in Section 1 of Article II hereinbelow.

D. "Lot" shall mean and refer to each numbered parcel, with any and all improvements thereon, in Rhapsody as depicted on the Site Plan attached hereto as Exhibit "C", on which a Residence could be constructed, whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within the Property, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" shall mean and refer to all real and/or personal property within Rhapsody which is owned by the Association or in which the Association holds an interest, legal or equitable, or which is dedicated to or committed ultimately to be conveyed to the Association or any other land specifically so designated by Developer, or which is for the common use and enjoyment of the members of the Association, including without

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limitation, all recreational facilities, open space, areas to be maintained by the Association, private streets which are dedicated to or owned by the Association or which the Association shall maintain, walk, street lights and entrance fixtures, (excluding any public utility installations thereon or therein), fencing installed by Developer and conveyed to the Association, perimeter landscaping, signage and such similar items of property as may be added by supplemental Declaration regardless of whether any such items are capable of being legally described or lie within dedicated areas; and together with all future additions thereto and together with the landscaping improvements thereon. Developer shall have the right, subject to obtaining all of the required governmental approvals and permits, to construct upon the common areas such facilities as Developer deems appropriate and the timing and phasing of such construction shall be solely within the discretion of the Developer.

G. "Site Plan" shall mean the document approved by the City of Sunrise on December 16, 1986, which document is attached hereto and made a part hereof as Exhibit "C".

H. "Residence" shall mean that structure which is built upon a Lot and which shall be owned, used and occupied as a single dwelling unit.

I. "Residential Building" shall mean that structure which is built upon a Lot.

J. "Owner of a Residence" shall mean the owner of the Lot upon which the Residence is constructed.

K. "Board of Directors of the Association" or "The Board" shall mean the Board of Directors of The Rhapsody Homeowners Association, Inc.

II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description The real property of Rhapsody which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration is legally described as:

Parcel 11, "WELLEBY N.W. QUADRANT", according to the Plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida

Section 2. Platting and Subdivision Restrictions The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Additional Land. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands or withdraw at any time or from time to time portions of the land hereinabove described which such addition or withdrawal shall not be deemed to constitute an amendment to this Declaration; provided only that: (a) any annexation of additional properties or dedications of any Common Areas shall require HUD/VA prior approval until the turnover of the Association to the owners; after which there shall be no requirement for HUD/VA approval in any matters stated herein, (b) upon addition of said lands to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessments by the

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Association for their prorata share of Association expenses, and (c) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the Members of the Association present at a duly constituted meeting of the Association, materially increase the prorata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Broward County, Florida, a supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so supplement this Declaration without the consent or joinder of the Association or any owner and/or mortgagee of Land in Rhapsody unless otherwise herein specifically provided.

### III. PROPERTY RIGHTS

Section 1. Ownership of Common Area. The common area is dedicated and reserved to the joint and common use of the owners of all lots within the Property from time to time subject to this Declaration. When all of the improvements which Developer proposes to construct and develop within the Property have been completed and conveyed to purchasers or otherwise put to the use ultimately contemplated by Developer, or sooner, at Developer's sole option as to all or any portion of the common area, Developer, its successors or assigns, shall convey by quit-claim deed fee simple title to the common area (excluding those areas lying within dedicated rights-of-ways or not capable of being legally described) to the Association and the Association shall accept such conveyance and hold title for the joint and several common use of the owners of lots within the Property commencing upon the date of the recording of this instrument in the Public Records of Broward County, Florida, the Association shall be responsible for maintaining the common area (whether conveyed or to be conveyed to the Association) in good and workmanlike manner and condition. Developer shall have the right to, at any time and from time to time, to enter upon the common area during the period of construction upon adjacent lands, and for the purpose of construction within the common area of facilities that the Developer elects to build. Further, until such time as Developer has completed the development of Rhapsody and no longer owns a Lot, Developer shall have the right to use the common area for sales, displays and signs related to the construct of land, or products owned by Developer within Rhapsody or for other promotional events for the benefit of Developer.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Area which shall be appurtenant, and shall pass with the title, to every Lot subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B. All provisions of this Declaration, any plat or site plan of all or any parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association.

D. Restrictions contained on any and all plats or site plans of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

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Section 3. Utility and Public Easements. Developer reserves the right, for so long as Developer owns any Lot, to grant public utility or service easements under, over or across common areas. Public utilities may be installed underground in the common area when necessary for service to the Property, but the use of any public utility easement shall be in accordance with the applicable provisions of this Declaration and any applicable provisions in the Declaration of Covenants, police, fire, medical, sanitation, and other public service personnel in vehicles shall have a permanent perpetual easement over and across the common area for ingress to and egress from, and service to residents and occupants of, the Property.

Section 4. Insurance of Common Area. The Association shall obtain and maintain policies of insurance for the purpose of providing coverage for the common areas consisting of casualty and hazard insurance for the then full replacement of costs of the improvements located thereon, including such coverage against loss or damage by fire, sprinkler damage, vandalism, windstorm or water; comprehensive public liability insurance; flood insurance under the National Flood Insurance Program if obtainable; and fidelity insurance against dishonest acts on the part of Officers, Directors and employees of the Association subject to the foregoing coverage, the Board shall determine the insurers, the policy limits, and the coverage and other provisions of such policies.

Section 5. Reconstruction of Improvements. The Association shall promptly repair and reconstruct substantially in accordance with the manner in which such improvements were constructed immediately prior to such damage, any damaged improvements on the common areas. In the event the amount of insurance proceeds received by the Association with respect to any damage to improvements located on the common areas is less than the amount of funds necessary to repair, replace or reconstruct such damage, the Association shall levy a Special Assessment in a sum equal to the difference between such two amounts, upon all Lots; provided, however, that if such special assessment would exceed the sum of One Thousand (\$1,000.00) per Lot and seventy-five (75%) percent of the Owners advise the Association in writing that they are opposed to such a Special Assessment, then the Board shall use such insurance proceeds to remove all damaged debris and to clean up the common areas, and the Association shall then reconstruct such improvements only to the limit extent and in a manner approved by a majority of the Owners. Any remaining balance from insurance proceeds shall be distributed to Owners and mortgagees.

#### IV. MEMBERSHIP IN THE ASSOCIATION AND SELECTION OF THE BOARD OF DIRECTORS

Section 1. Membership and Voting. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a member of the Association with the Owners being Class A Members and the Developer being Class B members. Class A membership shall be entitled as to each Lot to one (1) vote. Class B membership shall be entitled to three (3) votes for each Lot owned by the Developer except that Class B membership shall cease and the Developer's weighted vote shall likewise close (and then be one vote per Lot) upon the earlier of the conveyance of 75% of the Lots in Rhapsody or December 31, 1990. Provided that any such person or entity who holds an interest in a Lot only as security for the performance of an obligation shall not be a member nor entitled to vote. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

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Section 2. Selection of Board of Directors. Developer shall have the right to appoint all members of the Board of Directors until Developer has conveyed seventy-five (75%) percent of the Lots in Rhapsody. A Developer shall relinquish its right to continue to appoint all members of the Board of Directors on "the Turnover Date". Upon and after the Turnover Date, the Board shall be elected by the members of the Association in accordance with the terms and conditions of the Articles of Incorporation of the Association. A Deed given in lieu of foreclosure shall not be considered a conveyance when computing the percentage of Lots which have been conveyed in order to establish the Turnover Date.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. Each Owner of any Lot within Rhapsody, except Developer for those Lots owned by it, (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the maximum rate permitted by law per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promotion of health, safety and welfare of the residents of Rhapsody and in particular for the improvement, maintenance and repair of the Common area and such other areas as provided for in this Declaration, and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Common Area, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Annual Assessments. The annual assessment, excluding any special assessment for capital improvements or major repair, shall be fixed by the Board of Directors of the Association (the "Board"). The assessment shall be in amounts determined in accordance with the protected financial needs of the Association as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in Rhapsody provided, however, that Lots owned by the Developer shall not be subject to such assessments.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto.

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Section 6. Annual Assessment Prior to the Earlier of the Turnover Date or 75% or December 31, 1988. Prior to the earlier of the Turnover Date or December 31, 1988, the "Interim Period" the annual assessment for Association expenses which will be assessed upon each Lot shall be \$236.03 per Lot. Commencing on the date of the closing of the purchase of a Lot, each Owner shall be subject to an annual assessment during such period in an amount payable monthly, and each Owner shall timely pay any and all assessments. During the Interim Period, Developer covenants and agrees that the annual assessment for Association expenses payable by each Lot Owner shall not exceed the amount aforesaid, and that Developer shall pay during such Interim Period the deficit, if any, as and when such deficit may occur, between the actual Association expenses incurred and paid during such period and the total amount of annual assessments for Association expenses for such year. Notwithstanding any provision in this Declaration to the contrary, during the Interim Period Developer shall not be liable for the payment of any Association expenses or for the assessment for same except for the amount of such deficits as provided for above and no assessment shall be assessed upon any Lot owned by Developer during the Interim Period. The Board shall determine and assess a uniform special assessment upon all Lots to provide funds for the Association for the period, if any, between the termination of the Interim Period and December 31st of the calendar year in which such termination occurs. The Developer shall not be responsible to pay for any deficits resulting from the non-payment of assessments by any Class A members.

Section 7. Date of Commencement of Annual Assessments Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in monthly, quarterly, semi-annual or annual instalments, as determined by the Board.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each Lot (except Lots owned by Developer), and other portions of the Property, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: the Lien, the Personal obligation, Remedies of Association. The lien of the Association shall be effective from and after recording, in the Public Records of Broward County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and

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interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the maximum rate permitted by law per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

Section 10. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such mortgage; provided however, any such Lot shall be liable, following such sale, for a pro rata share of any unpaid assessments against such Lot accruing prior to such sale, in common with all other Property. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination. No mortgagee shall not be required to collect assessments imposed upon any Lot.

Section 11. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All of the Common Area as defined in Article I hereof;

C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

D. Public utility (including telecommunication) easements and facilities, used exclusively for directly providing utility service for which the utility provider is franchised.

Section 12. Collection of Assessments. The Association shall collect all assessments.

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Section 13. Initial ("Start up") Assessments. At the time of the closing for each Lot conveyed by Developer to the Owner, an initial capital contribution assessment in an amount equal to two (2) months of the annual assessment as defined in Section 6 shall be collected from the Owner to provide a fund for the initial expenses of the Association for maintenance and repair of the Common Areas and for the purposes stated in Section 2 of this Article.

Section 14. Penalties and Fines. In addition to the remedies otherwise provided for herein the Association may impose such penalties and fines as it, in the sole discretion of The Board, deems necessary and appropriate to insure the continued and prompt compliance by the Owners and others deriving any right of use in the Common Areas from the Owner(s) with the monetary and other obligations imposed upon Owners by this Declaration or any duly enacted rule or regulation of the Association.

#### VI. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, yard cleanup and/or maintenance including any pools, spas, patios or other exterior structures, and cleanup and/or landscaping within easement areas for which a Lot owner is responsible.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as herein provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours on any day except Saturday and Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

#### VII. ARCHITECTURAL REVIEW BOARD

Section 1. Architectural Review Board. The Board of Directors of the Association shall appoint an Architectural Review Board (the "ARB") consisting of three (3) persons who need not be members of the Association. Members of the ARB shall serve at the pleasure and direction of the Board of Directors of the Association. Members of the Board of Directors of the Association may serve on ARB. The majority of the ARB shall

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constitute a quorum to transact any business of the ARB, and the action of a majority present at a meeting at which a quorum is present shall determine the action taken by the ARB. The Board of Directors of the Association shall have the right to remove any member of the ARB. Any vacancy occurring on the ARB for any reason whatsoever shall be filled by the Board of Directors of the Association. The ARB may designate a representative to act on behalf of the ARB, subject to the approval of the Board of Directors of the Association. No member of the ARB or any representative of the ARB shall be entitled to any compensation for services performed hereunder.

Section 2. Powers and Duties of the ARB. No improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court or screen enclosure, shall be erected, placed or maintained on any Lot; nor landscaping or planting shall be commenced or maintained upon any Lot; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the ARB. Two complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the ARB for its review and no foundation shall be poured or construction or landscaping commenced without the prior approval of the ARB. Such plans and specifications shall include, as appropriate, the proposed location, grade elevations, shape, dimensions, exterior color plans, approximate cost, and nature, type and color of materials to be used. The ARB may also require the submission of additional information and materials as may be reasonably necessary for the ARB to evaluate the proposed construction, landscaping or alteration. The ARB shall have the right to disapprove any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. The ARB shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures, and external design in relation to surrounding topography, structures and landscaping. Any and all approvals or disapprovals of the ARB shall be in writing and shall be delivered to the Board and the respective Lot owner. In the event the ARB fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the ARB of such plans and specifications and any and all reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the ARB. Further, if any landscaping or the construction of any improvement or structure is completed and the ARB does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the ARB. Provided, however, that if during the sixty (60) day period after the completion of any construction or landscaping, the ARB indicates its disapproval thereof, then such construction or landscaping must be changed to comply with the plans and specifications for such construction or landscaping as approved by the ARB or the Owner or Builder. The Owner shall, within five (5) days of receipt of notice of disapproval, apply to the ARB for a modification of the approved plans and specifications. If an Owner or Builder so applies to the ARB, the ARB shall consider such request and shall either approve, approve with conditions, or disapprove such request within thirty (30) days of receipt of such application. The ARB shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the ARB. The foregoing rules and regulations and fees shall be subject to approval by the Board

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Without limiting the foregoing, no improvement or structures shall be constructed and no landscaping or planting shall be undertaken which is in violation of any covenant or restriction set forth in this Declaration.

#### VIII. COMMON STRUCTURAL ELEMENTS

Section 1. The Rhapsody shall contain the following structures and improvements ("Common Structural Elements"): Pool, Bath house, Deck, Pool area, Fencing, Landscaping, (along Hiatus Road), Sprinklers, Streets and Privacy Wall

Section 2. Cross Easements of Common Structural Elements. There is hereby granted to each of the Residences and the respective Owners thereof, perpetual cross easements over, across, upon, under, through and into the Common Structural Elements contained in or about the Residential Building and/or the adjacent Residence, which easement is for the benefit, use and enjoyment of such Residence and the respective Owner to provide continued support, service and design to the Residential Building and the Residences thereof. The aforementioned easement ("structural cross easement") shall, further, be for the purpose of maintaining, repairing or reconstructing the Common Structural Elements. The easements herein contained shall run with the Lots containing the Residences and pass with the title thereof, and shall be an appurtenance thereto.

Section 3. Restrictions on Use and Enjoyment of Common Structural Elements. Common Structural Elements are subject to the following restrictions as to use:

A. Prohibition against damages. No Owner of a Residence in any Residential Building may in any way damage, injure or in any way impair the Common Structural Elements.

B. None of the Common Structural Elements may be moved or displaced, nor windows, holes, borings or openings or any other changes of any kind whatsoever shall be made in any of the Common Structural Elements without the ARB first having given its written approval.

#### IX. RESPONSIBILITY FOR MAINTENANCE AND REPAIR.

Section 1. General. Maintenance and repair of the Property is and shall be the responsibility of Owners and the Association as provided for herein.

#### Section 2. Responsibilities of Owners.

A. Duty to maintain and repair Residences. Each Owner shall, at his expense, maintain in good condition and repair all portions of his Residence including the Common Structural Elements and exteriors. Each Owner shall promptly perform all such maintenance and repairs, and each such Owner shall be liable for any damages that arise due to his failure to perform such maintenance and repairs. Each Residence shall be maintained, repaired and reconstructed (if necessary) in accordance with the final building plans and specifications utilized by the Developer when the Residence was first constructed, copies of which shall be on file at the City of Sunrise and all changes and alterations have been approved by the Association (where required) and have been made, the Residence shall be maintained, repaired or reconstructed in accordance therewith. Any changes or alterations in any Residence shall be on file at the office of the Association and the Owner of any such changed or altered Residence shall provide such records to evidence such changes or alterations as the Association may require.

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B. Responsibility for utilities. Each Owner shall, at his expense, repair, maintain and replace as necessary all lines, piping, wiring, ducts, conduits, appliances and other facilities for the furnishing of utility services solely to his Residence.

C. Maintenance of exteriors. Each Owner shall maintain the exteriors of all structures on a Lot and any and all fixtures attached thereto in a sightly manner and shall maintain all gutters, downspouts and other such fixtures in good working order. The exterior color of a Residence shall not be changed unless the color which the Owner of a Residence wishes to paint his Residence is first approved by the ARB.

D. Noxious vegetation. No Owner shall grow or permit the growth of noxious weeds or vegetation upon a Lot, and no such noxious weeds or vegetation shall be grown or permitted to grow within the outside area of a Residence. All Lot areas shall be maintained and landscaped in a sightly manner.

E. Responsibility for repairs. The costs, expenses, fees and charges arising out of the maintenance and repair of the Common Structural Elements shall be chargeable to and paid by the Owner of the Residence receiving such maintenance and/or repair, except in cases where the maintenance, servicing or repairs were brought about by the act or omission of the Owner of another Residence, his family, lessees, guests and/or invitees, in which event such other party shall be responsible for the costs of repair, service or maintenance. The Lot line, as the same are projected vertically, shall define and demarcate those parts of the Common Structural Elements contained within each Residence and which are owned by the respective Owners thereof. If a dispute arises between Owners of Residences in a Residential Building concerning the need for repairs, services or maintenance or the allocation of charges for repair, service or maintenance between such Owners, the matter in dispute shall be submitted to the Association for arbitration pursuant to the Rules and Regulations adopted by the Association for such purposes.

Section 3. Responsibilities of the Association. The Association shall be responsible for the maintenance, repair and reconstruction to the following areas and the cost of providing such maintenance, repair or reconstruction shall be an Association expense:

- A. Landscaping along Hiatus Road;
- C. Pool and bathing area;
- D. Streets;
- E. Walls at entrance or perimeter wall;
- F. Painting of the exterior surfaces of the perimeter walls.

Section 4. Emergency Repairs. Emergency repairs to the Common Structural Elements may be authorized and effected by the Association at any time and without the consent of the Owner or the Residence containing the Common Structural Elements requiring the repair provided, however, that prior to effecting such emergency repair an Officer or Director of the Association must first determine that an emergency exists and that repairs are necessary. The cost of any emergency repair to the Common Structural Elements effected by the Association shall be chargeable to the Owner of the Residence containing the Common Structural Elements so repaired and upon the failure of the Owner

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of the Residence receiving such repairs to pay the cost of such repairs within 20 days of receiving notice from the Association of the cost of such repairs, the cost of such repairs shall be a charge on the Land and shall be a continuing lien upon the Lot and Residence and shall also be the personal obligation of the Owner of the Residence so repaired. In addition to performing emergency repairs, the Association may perform non-emergency repairs to the Common Structural Elements of a Residence after providing to the Owner of the Residence twenty (20) days written notice if the other Owner of a Residence in the residential building petitions the Association or the ARB for such repairs and the Association and the ARB determines that such repairs or servicing are warranted and necessary.

For the purpose of performing emergency or non-emergency repairs as provided for in this Section, the Association, through its duly authorized agents or employees, shall have the right, to enter upon any Lot or the exterior or interior of any improvements thereon at reasonable hours on any day except Saturday and Sunday provided, however, that in the case of emergency repairs, access will be permitted at any time and only such notice as, under the circumstances, is practically affordable.

#### X. ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

Section 1. Storage. No shed, storage room or other storage structure may be constructed separate and apart from the Residence unless such structure is specifically approved by the ARB.

Section 2. Swimming Pools. All swimming pools which are constructed on a Lot shall be composed of materials determined by the ARB to have been thoroughly tested and accepted by the swimming pool industry for such construction.

Section 3. Recreation Facilities. All recreation facilities, except those installed by Developer, including, without limitation by specification, swimming pools and any other play or recreation structures, including basketball backboards, platforms, playhouses, dog houses or other structures of a similar kind or nature (collectively referred to herein as "Recreational Facilities"), and any patio, screening or other improvement constructed or used in connection therewith on a Lot shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARB so as to provide a buffer between neighbors and prevent the general viewing thereof.

No lighting of a Recreation Facility shall be permitted unless otherwise specifically approved by the ARB.

Lighting of a Recreation Facility shall be designed so as to buffer the surrounding Residences from such lighting.

Section 4. Sight Distances at Intersection. No wall, fence, hedge, shrub or planting which obstructs sight lines between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five (25) feet from the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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Section 5. Landscaping. In reviewing landscaping plans, the ARB shall encourage Owners to submit plans which are consistent and harmonious with landscaping in the neighborhood. No artificial vegetation shall be permitted on a Lot outside of the structure thereon. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, change the direction of flow off drainage channels or obstruct or retard the flow of water through drainage channels.

Section 6. Trees. No tree greater than three (3) inches in diameter and greater than five (5) feet in height above the natural grade of the Lot shall be cut or removed without the specific prior approval of the ARB. The ARB may require that any such trees removed from a Lot be transplanted to a Common Area at the expense of the respective Lot Owner.

Section 7. Non-Interference With Easements. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance of utilities or drainage facilities located in the utility and drainage easements shown on the Site Plan or the installation and maintenance by the Association of any fence, wall, hedge, planting, tree or other improvement or landscaping located on a no-access or screen fence easement on a Lot. Any easement area located on a Lot and all improvements thereon shall be maintained continuously by the Lot Owner except for those improvements the maintenance of which is the responsibility of a public authority, private utility or the Association.

Section 8. Utility Connections. Connections for all utilities, including, but not limited to, water, sewer, electricity, telephone and television shall be run underground from the property connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARB.

Section 9. Individual Water Supply. No individual drinking water supply system shall be permitted on any Lot.

Section 10. Individual Sewer Disposal System. No individual sewage disposal system shall be permitted on any Lot.

Section 11. Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning systems which are located outside the exterior of a building shall be adequately walled, fenced or landscaped to prevent their being viewable from any street and to prevent unreasonable noise.

Section 12. Mailboxes. The ARB shall approve the location, size, design and material of any mailbox, paperbox or other receptacle of any kind of use in the delivery of mail, newspapers, magazines or similar material to a dwelling. In the event the United States Postal Service makes available delivery service of mail to individual dwellings located on Lots, the ARB may require that all mailboxes, paperboxes or other such receptacles previously utilized by Owners be attached to dwellings in a form and manner acceptable to the ARB.

Section 13. Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the ARB.

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Section 14. Antennae and Aerials. No antennae, aerials or satellite disks shall be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building shall extend or protrude beyond the exterior of such building, without the prior approval of the ARB.

Section 15. Clothes Drying Area. No clothesline or other facilities or apparatus for the drying of clothes outside of a building shall be constructed or used on a Lot.

Section 16. Signs. The size and design of all signs located on a Lot shall be subject to the approval of the ARB. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

A. Directional or traffic signs installed by the appropriate governmental authority or by Developer; entrance or other identification sign as installed by the Developer;

B. Developer may display signs on Lots;

C. Lot Owners shall not display any sign of any character indicating that a dwelling or Lot is for rent or for sale unless such sign has been approved in writing by the ARB;

D. A name plate and address plate in size and design approved by the ARB.

Section 17. Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot.

Section 18. Completion of Repairs. The repair of any building damaged by fire or otherwise shall be completed with reasonable promptness. The failure of an Owner to complete any such construction for a period of more than six (6) months or to repair or remove damaged debris from a Lot for a period of more than one (1) month shall be deemed unreasonable.

Section 19. Sales Office of Developer. Notwithstanding anything in this Declaration to the contrary, Developer may construct and maintain a sales office, together with a sign or signs relating thereto, on Lots or a Lot of its choosing until such time as all of the Lots have been sold. The design of such a sales office and any signs and appurtenances thereto shall not be subject to approval by the ARB.

#### XI. USE RESTRICTIONS AND COVENANTS

Section 1. Residential Use. The Lots shall be used solely for residential purposes and for no other purpose. No business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Developer.

Section 2. Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any building. No Owner shall sweep or throw onto a Lot from his dwelling any dirt or any other materials or otherwise litter in any way the Lots. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lots except in closed sanitary containers approved by the ARB. Such containers shall be kept in a sanitary condition in an enclosed area attached to the dwelling. Such containers shall be placed on the Lot for pick up at the times and in accordance with the requirements of the

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franchised garbage removal utility for the Land and shall be returned to the enclosed area promptly after pick up.

Section 3. Nuisances. No Owner shall cause on, or permit to come from his Lot, any unreasonable noises or odors. No Owner shall commit on his Lot, or permit on his Lot, any nuisance, any illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

Section 4. Commercial and Recreation Vehicles. No commercial vehicle, recreation vehicle, trailer or boat of any kind shall park or be parked on a Lot unless such a vehicle is in a garage or is a commercial vehicle which is in the process of being loaded or unloaded; provided, however, that a Lot Owner may park a commercial vehicle or recreation vehicle on his Lot and outside of a garage if he first obtains written approval from the ARB, which approval shall specify the periods of time during the day when such vehicle may be so parked.

Section 5. Maintenance and Storage of Boats and Vehicles. No maintenance, repair or storage of any boat or recreational vehicle shall be permitted upon any Lot except within an enclosed garage.

Section 6. Garage Doors. Garage doors shall be kept closed except when opened to permit vehicles to enter and exit from a garage.

Section 7. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners.

Section 8. Oil and Mining Operations. No oil drilling, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall any wells, tunnels, shafts, derricks or other structures or excavations designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Lot.

Section 9. Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty eight (48) hours; however, this provision shall not apply to such vehicle which is kept within an enclosed garage.

## XII. GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land and shall adhere to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date that this Declaration is recorded, after which said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the then Owners of sixty-six and two-thirds (66-2/3) of the Lots, agreeing to revoke said covenants, has been recorded. No such agreement to revoke shall be effective unless noted and recorded three (3) years in advance of the effective date of such agreement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be

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deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of Broward County, Florida at the time of such mailing

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The Covenants, Restrictions, Easements, Charges, Liens and Provisions of this Declaration may be amended, waived, repealed, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or by approval of a majority of the Board of Directors of the Association, provided that so long as the Developer is the Owner of any Lot or portion of any Lot affected by this Declaration, the Developers consent to and execution of the instrument containing the amendment must be obtained and the failure of Developer to execute the instrument shall render void any instrument which purports to amend this Declaration. Notwithstanding the foregoing, the approval of at least 2/3 of the Lot Owners shall be required to amend these Covenants. Further, prior to the Turnover Date any amendment to this Declaration of Covenants shall be approved by HUD/VA. After the Turnover Date, such approval by HUD/VA in such circumstances shall not be required.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association (and the Articles shall take preference over the By-Laws).

Section 7. Streets and Street Lighting. The streets and street lighting system which are a part of the common area may at some time be dedicated to the City of Sunrise. Until such time as the streets and street lighting system, or either of them, are dedicated to and accepted by the City of Sunrise, the improvement and maintenance of the same shall be the responsibility of the Association and the expense shall be an Association expense as defined in this Declaration.

Section 8. Drainage Pumps. If any drainage pumps are installed by Developer as part of the water management system it may be dedicated to the City of Sunrise when Developer has sold the last Lot in the Property. Upon dedication to and acceptance of such pumps, the City of Sunrise shall become responsible for their maintenance and operation.

Section 9. Encroachments. If any portion of the common area encroaches upon any Lots; if any residence or residential building encroaches upon any Lot or upon any portion of the common areas; or if any encroachment shall hereinafter recur as a result of:

- A. Construction or reconstruction of any improvements;
- B. Settling or shifting of any improvements;
- C. Any addition, alteration or repair to the common area made by or with the consent of the Association; or

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D. Any repair or restoration of any improvements (or any portion thereof) or any residence or residential building after damage by fire or casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any residence or residential building or the common areas; or

E. Any non-intentional or non-negligent act of any Owner, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the improvement shall stand.

Section 11. Disputes. In the event that there is a dispute as to whether the use of any Lot or the Property complies with the Covenants and Restrictions contained in this Declaration, such dispute shall be referred to the Board of Directors of the Association, and the determination rendered by such Board in respect to such dispute shall be final and binding on all parties there to.

Section 12. Enforcement. The Covenants and Restrictions contained in this Declaration may be enforced by Developer, the Association, and the Owner or Owners, and any institutional first mortgagee in a judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief against any person, firm or entity violating or attempting to violate any Covenant or Restriction contained herein. The failure by any person to enforce any Covenant or Restriction contained herein shall in no way be deemed a waiver of such Covenant or Restriction or of the right of a person to thereafter enforce such Covenant or Restriction. The prevailing party in any litigation to enforce these Covenants and Restrictions shall be entitled to a reasonable attorney's fee, court costs at all trial and appellate levels.

Section 13. Indemnification. The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to Property staying on or about the common areas and from and against all costs, expenses, counsel fees and expenses and liabilities incurred by Developer arising from any such claim, the investigation of, or the defense of any action or proceeding brought thereon and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense, including attorney's fees at both trial and appellate levels, which Developer may incur in bringing any suit or action for the purpose of enforcing the rights of developer under this Declaration or of compelling the specific enforcement of the terms, conditions and covenants contained herein. Costs and expense of fulfilling this Covenant of Indemnification shall be an Association expense.

Section 14. Effective Date. This Declaration shall become effective upon recordation in the Public Records of Broward County, Florida.

Section 15. Management. Management over the business affairs of the Property and the Association shall be provided by the Board of Directors of the Association, or to an entity or person designated by it; but, in any event subject to the management authority reserved to the Welleby Management Association, Inc.

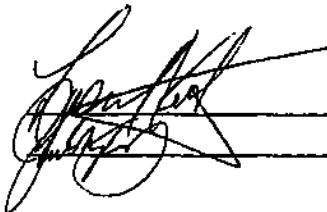
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Section 16. Consent Required to Convey Common Area(s). Common Area(s) shall not be mortgaged or conveyed without the consent of at least 2/3 of the Lot owners.

Section 17. Common Area Conveyances Subject to Lot Owners Easements. If ingress or egress to any residence is through the Common Area(s), then any conveyance or encumbrance of such Common Area shall be subject to any such Lot owner's easement.

Section 18. Common Areas Free and Clear Upon Conveyance to Association. The Common Areas to be turned over to the Association upon the Turnover shall be conveyed by Quit Claim Deed free and clear of any encumbrances if HUD insures any first mortgage within the Property.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.




THE LYON GALE ASSOCIATES  
a Florida general partnership  
by: Gale Capri Corporation,  
its Managing Partner

By:   
President

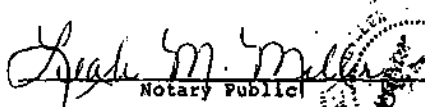


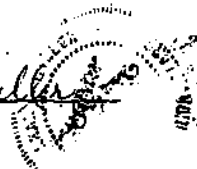
ATTEST:

  
Secretary

STATE OF FLORIDA )  
                          )  
COUNTY OF BROWARD )

The foregoing Declaration of Covenants and Restrictions for Rhapsody was acknowledged before me this 29 day of Dec., 1987 by Robert J. Gale, and Eric D. Isenbergh, President and Secretary respectively of Gale Capri Corporation, a Florida General Partnership.

  
Notary Public



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JUNE 28, 1988.  
NUMBER THAT NOTARY PUBLIC UNDER #11424

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

Richard 7350

WILL CALL

GUSTAFSON, STRUBBENS, FERNIS, FORMAN & HALL, P.A.  
ATTORNEYS AT LAW  
2000 EAST BAYVIEW AVENUE  
FORT LAUDERDALE, FLORIDA 33301

88102074

AFFIDAVIT

MAR 15 4 12 PM '88

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally came and appeared the Affiant, ROBERT J. GALE, who after being duly sworn, deposes and says:

1. Affiant is the President of Gale Capri Corporation, the Managing Partner of The Lyon Gale Associates, a Florida general partnership.


2. The Lyon Gale Associates executed a Declaration of Covenants and Restrictions for RHAPSODY, which Declaration was recorded on January 8, 1988 in Official Record Book 15102, Page 728, of the Public Records of Broward County, Florida.

3. Exhibits "A" and "B" <sup>and "C"</sup> /to the said Declaration were inadvertently omitted from inclusion in the original document at the time of recording. and "C"

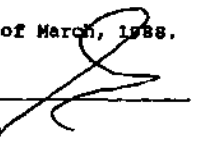
4. Attached hereto are Exhibits "A" and "B" <sup>and "C"</sup> /to the said Declaration of Covenants and Restrictions for Rhapsody.

5. The Exhibits "A" and "B" <sup>and "C"</sup> /attached hereto are one and the same as referenced in the original Declaration described above.

FURTHER AFFIANT SAYETH NOT.

  
ROBERT J. GALE, PRESIDENT OF  
GALE CAPRI CORPORATION, as  
Managing Partner of  
THE LYON GALE ASSOCIATES, a  
Florida General Partnership

BK 15267PC 819

Sworn to and subscribed before me  
this 15 day of March, 1988.  
  
NOTARY PUBLIC  
STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 18, 1990  
RECORDED THRU GENERAL REG. UNIT

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65-  
8-57

LAW OFFICES  
GUSTAFSON, STRUBBENS, FERNIS, FORMAN & HALL, P.A.

# State of Florida



Department of State

BK 152676 820

I certify that the attached is a true and correct copy of the Articles of Incorporation of RHAPSODY HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 22, 1987, as shown by the records of this office.

The document number of this corporation is N24038.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
22nd day of December, 1987.



CR2ED22 (8-87)

*Jim Smith*  
Jim Smith  
Secretary of State

FILED  
MAY 22 1981  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
RHAPSODY HOMEOWNERS ASSOCIATION, INC.

I. NAME

The name of this corporation shall be RHAPSODY HOMEOWNERS ASSOCIATION, INC., sometimes hereinafter referred to as the "Association".

II. PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of the Property within that residential area referred to as Rhapsody and described in the Declaration of Covenants and Restrictions for Rhapsody executed contemporaneously by The Lyon Gale Associates, a Florida general partnership ("Developer") and to be recorded in the Public Records of Broward County, Florida.

B. To own and maintain, repair and replace the general and/or Common Areas, and other improvements in and/or benefiting Rhapsody for which the obligation to maintain and repair has been delegated and accepted.

C. To provide for such other services, the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Rhapsody.

D. To operate without profit for the benefit of its members.

E. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

III. GENERAL POWERS

The general powers that the Association shall have are as follows:

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

B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

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

E. To fix assessments to be levied against the property and the cost of effectuating the objects and purposes of the

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Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, or against property owned or accepted by the Association.

H. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

I. Any annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dissolution and amendment of the Articles of Incorporation shall, if the Rhapsody development is required to be approved for HUD/VA financing, require the prior approval of HUD/VA as long as there is a Class B membership in the Association.

#### IV. MEMBERS

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

A. Until such time as Developer conveys a Lot to an Owner, the membership of this Association shall be comprised solely of the subscribers to these Articles ("Subscriber Members") and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the membership.

B. Upon the conveyance by Developer of a Lot to an Owner, membership of the Subscriber Members in the Association shall be automatically terminated. Thereafter, each and every Owner, including the Developer as to Lots owned by the Developer, shall be entitled to be and shall be a member of the Association and shall be entitled to exercise all the rights and privileges of Members. All owners shall be Class A members entitled to one (1) vote per Lot owned except for the Developer who shall, as to the Lots owned by it, be Class B member(s) entitled to three (3) votes for each Lot owned. Class B membership shall terminate and all membership shall be of one class entitled to one (1) vote per Lot owned upon the "turnover" as described and set forth in the Declaration of Covenants and Restrictions for Rhapsody.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance in the Public Records of Broward County, Florida. When title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity there by acquiring such lot shall not be a member unless and until such owner shall deliver a true copy of a Deed or other instrument of acquisition of title to the Association.

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D. No member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to the ownership of the Lot.

E. Any person or entity in the Association who conveys or loses title to a Lot by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title no longer be entitled to be a member of the Association, shall not be such a member and shall lose all rights and privileges of a member of the Association.

F. If there is more than one member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such members collectively shall be entitled to only one vote. The vote of the owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in the certificate signed by all of the Owners of the Lot or, if appropriate, by properly designated officers, partners, or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for any purpose.

G. Subject to the provisions of these Articles, every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the Association. Membership in the Association is appurtenant to, and inseparable from ownership of the Lot.

#### V. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors.

B. The names and addresses of the persons who are to serve as Directors on the first Board and who shall serve until the first election of their respective successors in accordance with this Article V. are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert J. Gale	11050 Scarborough Place Davie, Florida 33324
Eric D. Isenbergh	11050 Scarborough Place Davie, Florida 33324
Leonard Katz	11050 Scarborough Place Davie, Florida 33324

C. Developer reserves the right to designate and elect successor directors to serve on the first Board upon the resignation or removal of Directors from the first Board or upon the election of the first Board at annual meetings of the members of the Association for so long as the first Board is to serve.

F. The term of the first Board elected by the members of the Association shall extend until the next annual meeting of the members of the Association and until successors are duly elected by such members and qualified in accordance with the By Laws of the Association, and the Board shall thereafter continue to be so elected annually at subsequent annual meetings of the members of the Association in accordance with the By-Laws of the Association.

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VI. OFFICERS

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws After the time the Developer no longer has the right to appoint a majority of the Board of Directors, a person may not be elected to succeed himself as President of the Association. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1988 and until their successors are duly elected and qualified are:

- President: Robert J. Gale
- Vice President: Eric D. Isenbergh
- Treasurer: Leonard Katz
- Secretary: Leonard Katz
- Assistant Secretary: Eric D. Isenbergh

VII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

VIII. BY-LAWS

The Board of Directors shall adopt By-Laws consistent with the Articles.

IX. AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS

These Articles and the By-Laws may be altered, amended or repealed by vote of a majority of the Board of Directors. No amendment affecting The Lyon Gale Associates, a Florida general partnership, or its successors or assigns as Developer of Rhapsody (as the same is defined in the Declaration of Covenants and Restrictions for Rhapsody) shall be effective without the prior written consent of said The Lyon Gale Associates, or its successors or assigns, as Developer. Any amendment of the Articles of Incorporation shall require the approval of 2/3 of the Lot owners at the time of such amendment.

X. SUBSCRIBER

The names and addresses of the subscribers are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert J. Gale	11050 Scarborough Place Davie, Florida 33324
Eric D. Isenbergh	11050 Scarborough Place Davie, Florida 33324
Leonard Katz	11050 Scarborough Place Davis, Florida 33324

XI. INDEMNIFICATION OF OFFICERS AND DIRECTORS:

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A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### XII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

### XIII. DISSOLUTION OF THE ASSOCIATION

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

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

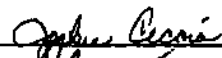
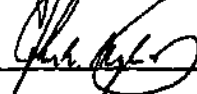
2. Dedication to the City of Sunrise, Florida, or its successors, of the Common Area, as defined in the Declaration of Covenants and Restrictions for Rhapsody, which shall be effective without the prior written consent of said City or its successor.



3. Remaining assets shall be distributed among the members as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members. If the Association is dissolved, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes as those stated herein.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this 11 day of December, 1982.

Signed, sealed and delivered in presence of:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
ROBERT J. GABE  
  
ERIC D. IESBERGH

DM15267PC-826

James Brown

Leonard Katz  
LEONARD KATZ

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this  
14<sup>th</sup> day of December, 1987, by ROBERT J. GALE.

Leah M. Miller  
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JUNE 18, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this  
14<sup>th</sup> day of December, 1987, by ERIC C. ISENERGH.

Leah M. Miller  
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JUNE 18, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this  
14<sup>th</sup> day of December, 1987, by LEONARD KATZ.

Leah M. Miller  
Notary Public, State of Florida

My Commission expires:


NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JUNE 18, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.


BR15267PG 827

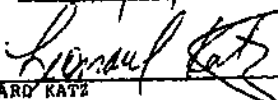
CERTIFICATE DESIGNATING REGISTERED AGENT AND REGISTERED  
OFFICE FOR THE SERVICE OF PROCESS WITHIN FLORIDA

In compliance with the Florida Statutes, the following is  
submitted:

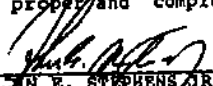
That RHAPSODY HOMEOWNERS ASSOCIATION, INC., desiring to  
organize or qualify under the laws of the State of Florida, has  
named JOHN E. STEPHENS, JR. as its registered agent to accept  
service of process within Florida, at 540 Northeast Fourth  
Street, Fort Lauderdale, Florida 33301.

  
ROBERT J. GALB  
Title: President  
Date: 12/4/87

  
ERIC D. ISENERGH  
Title: Vice President  
Date: 12/14/87

  
LEONARD KATZ  
Title: Treasurer/Secretary  
Date: 12/14/87

Having been named registered agent to accept service of  
process for the above-stated corporation, at the place designated  
in this certificate, JOHN E. STEPHENS, JR. hereby agrees to act  
in that capacity and further agrees to comply with the provisions  
of all statutes relative to the proper and complete performance  
of such duties.

  
JOHN E. STEPHENS, JR.  
Date: December 15, 1987

14rnapaci.ce

BK1526796 828

BY-LAWS  
OF  
RHAPSODY HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Rhapsody executed contemporaneously herewith shall be used herein with the same meanings as in said Declaration.

II. LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 11050 Scarborough Place, Davie, Florida or at such other place as may be established by resolution by the Board of Directors of the Association.

III. VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to the Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separate from, ownership of any Lot or other property which is subject to assessment.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Rhapsody and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS

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

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

V. ELECTION OF DIRECTORS

1. The election, and if applicable, appointment of Directors, shall be conducted in accordance with the Articles of Incorporation of Rhapsody Homeowners Association, Inc.

BK15267PG 829

2. The Board shall appoint an Architectural Review Board (ARB) in accordance with the terms of the Declaration.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

A. To call meetings of the members;

B. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever;

C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors;

D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate;

E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations;

F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association including without limitation those set forth in the Declaration of Covenants for Rhapsody;

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

A. To cause to be kept a complete record of all its acts and corporate affairs;

B. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. With reference to assessments of the Association

(1) To fix the amount of the annual assessment for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare and maintain a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and

(3) To send written notice of each assessment to every member subject thereto.

D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

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#### VII. DIRECTORS AND MEETINGS

1. The annual meeting of the Board shall be held at 7:00 P.M. on the first Wednesday in February of each year at the principal office of the Association, unless some other time and/or place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

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

3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by three (3) Directors after not less than three (3) days notice of each Director.

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

#### VIII. OFFICERS

1. The officers shall be a President, a Vice President a Secretary, and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. After the time the Developer no longer has the right to appoint the Board of Directors, a person may not be elected to succeed himself as President of the Association. New offices may be created and filed at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

BK 15267pc 831



7. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by an accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

#### IX. COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

Each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described by these By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in Rhapsody and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

4. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions.

5. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions; duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of the Association which is further concerned with the matter presented.

BK 15267 Pg 832

X. BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member.

XI. SEAL


The Association shall have a seal in circular form having within its circumference the word Rhapsody Homeowners Association, Inc., not for profit, 1987.


XII AMENDMENTS

These By-Laws may be altered, amended or rescinded by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent. Further, if the Rhapsody development is required to be approved for HUD/VA financing, HUD/VA shall have the right to veto any amendment made while there is a Class B membership in the Rhapsody Homeowners Association, Inc.

CERTIFICATE

The foregoing were adopted as the By-Laws of the Rhapsody Homeowner's Association, Inc., a corporation not for profit under the laws of the State of Florida, on December 23,  
1987.

  
Secretary

  
PRESIDENT

BK152677C 833

EXHIBIT "C"

SITE PLAN

NOT AVAILABLE AT TIME OF RECORDING

REGISTERED PROFESSIONAL ENGINEER  
OF GEORGIA  
L. A. HESTER  
COUNTY ADMINISTRATOR

BM 15267FC 834

WILL CALL

GUSTAFSON, STEPHENS, FERRIS, FORMAN & HALL, P.A.  
540 NORTHEAST FOURTH STREET  
FORT LAUDERDALE, FLORIDA 33301

88448609

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally came and appeared the Affiant, ROBERT J. GALE, who after being duly sworn, deposes and says:

1. Affiant is the President of Gale Capri Corporation, the Managing Partner of The Lyon Gale Associates, a Florida general partnership.
2. The Lyon Gale Associates executed a Declaration of Covenants and Restrictions for RHAPSODY, which Declaration was recorded January 8, 1988 in Official Record Book 15102, Page 728, and was amended by Affidavit recorded in Official Record Book 15267, Page 819, Public Records of Broward County, Florida. The Affidavit was put of record for the purpose of recording Exhibits "A", "B" and "C" of the above Declaration in the Public Records of Broward County, Florida.
3. At the time of the recording of the above described Affidavit, a copy of the approved site plan, Exhibit "C" to the Declaration was not available.
4. Attached hereto is a copy of the approved Site Plan, Exhibit "C" to the Declaration recorded in Official Record Book 15102, Page 728, Public Records of Broward County, Florida, and is one and the same as referenced in the original Declaration.

FURTHER AFFIANT SAYETH NOT.

ROBERT J. GALE, PRESIDENT OF  
GALE CAPRI CORPORATION, as  
Managing Partner of  
THE LYON GALE ASSOCIATES, a  
Florida General Partnership

Sworn to and subscribed before me this

31st day of October, 1988

NOTARY PUBLIC

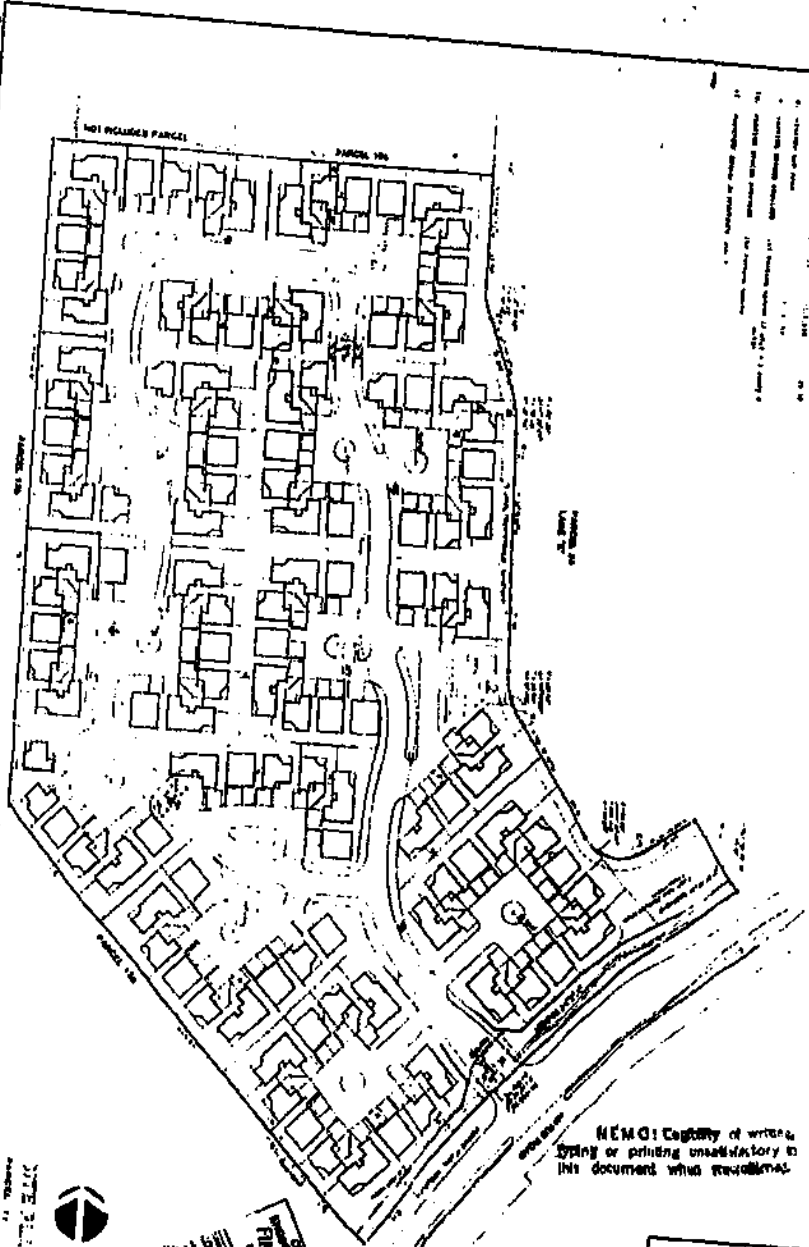
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DATE IS 1990  
BONDED THROUGH GENERAL INS. UNIT



BK 1593260700

9.00  
1.50  
m. 70



Lot No.	Area (sq. ft.)	Area (sq. m.)	Notes
1	1,200	111.5	
2	1,200	111.5	
3	1,200	111.5	
4	1,200	111.5	
5	1,200	111.5	
6	1,200	111.5	
7	1,200	111.5	
8	1,200	111.5	
9	1,200	111.5	
10	1,200	111.5	
11	1,200	111.5	
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97	1,200	111.5	
98	1,200	111.5	
99	1,200	111.5	
100	1,200	111.5	

RM 15932PG0701

MEMO: Legibility of writing, typing or printing considered in this document when required.

**WELLESLEY CLUSTER HOMES**  
**FINAL PLANS**  
 PREPARED BY  
**WELLESLEY CLUSTER HOMES**  
 100 WELLESLEY STREET  
 WELLESLEY, MASSACHUSETTS 02158

RECORDED IN THE PUBLIC RECORDS OF  
 THE COUNTY OF SUFFOLK  
 L. A. HESTER  
 COUNTY ADMINISTRATOR



**WELLESLEY CLUSTER HOMES**  
**WELLESLEY HOUSING CORPORATION**

ARCHITECT: **WELLESLEY HOUSING CORPORATION**

ENGINEER: **WELLESLEY HOUSING CORPORATION**

DATE: **10/1/70**

**WELLESLEY HOUSING CORPORATION**

EXHIBIT "C"