

74- 44765

LEADERSHIP HOUSING, INC., A DELAWARE CORPORATION

TO

THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

WESTWOOD COMMUNITY FIVE and WESTWOOD COMMUNITY FIVE-A according to the plat thereof as recorded in Plat Book 78, Page 39, and Plat Book 81, Page 20, respectively, of the Public Records of Broward County, Florida.

LEADERSHIP HOUSING, INC., a Delaware Corporation, the owner of all of the foregoing described lands does hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:

(a) ASSOCIATION means WESTWOOD COMMUNITY FIVE ASSOCIATION, a Florida corporation not for profit, its successors or assigns, a copy of the Articles of Incorporation and ByLaws are attached hereto and made a part hereof as Exhibit A.

(b) BOARD means the Board of Directors of the ASSOCIATION.

(c) DEVELOPER means LEADERSHIP HOUSING, INC., a Delaware corporation, its successors and assigns.

(d) LOT means a lot as shown on the Plat of WESTWOOD COMMUNITY FIVE and WESTWOOD COMMUNITY FIVE-A, as recorded in Broward County, Florida, in Plat Book 78, Page 39 and Plat Book 81, Page 20, respectively, of the Public Records of Broward County, Florida.

(e) IMPROVED LOT means LOT upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued by applicable governmental authority.

(f) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.

(g) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.

(h) PERSON means a person, firm association or corporation.

(i) SUBDIVISION means the following described lands, to-wit:

WESTWOOD COMMUNITY FIVE and WESTWOOD COMMUNITY FIVE-A according to the plat thereof as recorded in Plat Book 78, Page 39, and Plat Book 81, Page 20, respectively, of the Public Records of Broward

PLEASE RETURN TO:

MR. SAMUEL S. SOROTA, ESQ.
LEADERSHIP HOUSING, INC.
2880 W. OAKLAND PARK BLVD.
FT. LAUDERDALE, FLORIDA

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County, Florida.

(j) The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

(k) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

2. RESIDENTIAL USE. All lots in WESTWOOD COMMUNITY FIVE and all lots enlarged or recreated by the shifting of location of side property lines are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the BOARD or the DEVELOPER. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence building; otherwise, no portable buildings or trailers may be placed on a lot. No building shall exceed 25 feet in height measured from the crown of the street upon which such building fronts, unless prior written approval of the BOARD or the DEVELOPER shall have been obtained. No building shall be enlarged by additions thereto or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the BOARD or the DEVELOPER, which approval shall be granted or withheld at their sole discretion.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described LOTS; however, notwithstanding this restriction the DEVELOPER and its assigns shall not be prohibited from operating a sales model or office on the described lots.

4. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS. All front yard areas of IMPROVED LOTS in the foregoing described lands shall be grassed and kept as a lawn which shall extend to the pavement line. A "front yard area" is hereby defined as the yard area of an IMPROVED LOT from the front building wall and a line extension thereof to the side lot lines to the pavement line in front of the IMPROVED LOT. Corner lots shall have two front yard areas for the purposes of this paragraph, one of the front of the lot and the second on the yard adjacent to the intersecting thoroughfare. No graveled or blacktopped or paved parking strips are permitted except as approved in writing by the BOARD, which approval may be arbitrarily withheld. Outdoor clothes drying activities are hereby restricted to the rear yards thereof which is more than 25 feet from the street right-of-way. All clothes poles shall be susceptible of being lifted and removed by only one person in one minute's time. All garbage and trash containers and oil and gas tanks must be placed as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lands except where express prior written approval of the size, shape, content, and location thereof has been obtained from the BOARD, which approval may be arbitrarily withheld providing however that the DEVELOPER shall have the right to place such signs upon the subject lands as DEVELOPER deems necessary and proper in its sole discretion in

connection with the sale by DEVELOPER of LOTS and IMPROVED LOTS within the SUBDIVISION including resales of the same. Unless prior written approval has been obtained from the BOARD and the DEVELOPER, no exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described lands. The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited. The parking or storage of boats and trailers, campers and travel or other trailers upon any of the foregoing described lands is prohibited except in spaces expressly provided for the same by DEVELOPER or as may be approved in writing in advance by the BOARD. No hurricane and storm shutters shall be installed unless the same be of a type approved by the BOARD. No fences or hedges shall be permitted anywhere within the SUBDIVISION except as approved in writing by the DEVELOPER or the BOARD.

5. COMMUNITY TELEVISION ANTENNA. In order to assure development of the SUBDIVISION as a community of high standards, quality and beauty and to provide the residences constructed within the SUBDIVISION a high caliber of television reception without the installation of unsightly aerials and/or antennas, the DEVELOPER hereby reserves unto itself, its successors or assigns, the right but not the obligation, to install such lines, cables or other equipment as may be necessary or required, across the lots in the SUBDIVISION for the purpose of creating a community Antenna Television System. Insofar as practical, such installations shall be located within the utility easements as shown on the plat of the SUBDIVISION.

~~6. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the abovescribed lands have been and are being developed and the structures to be located therein designed primarily for the comfort, convenience and accommodation of adult persons, the use of all the lots in the foregoing described lands is hereby limited to permanent residents sixteen (16) years of age or older.~~

7. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any LOT, and no refuse pile or other unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. In the event the LOT OWNER fails to keep the premises in said condition, the DEVELOPER, its successors or assigns, or the ASSOCIATION or assigns shall have the right to mail a thirty day written notice to the property address or the last known address of the LOT OWNER, advising the LOT OWNER of failure to comply with the above provisions. Failure of the LOT OWNER to correct the violation(s) within thirty (30) days of mailing of said notice shall give the DEVELOPER, its successors or assigns or the ASSOCIATION, the right, but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The DEVELOPER, its successors or assigns or the ASSOCIATION shall have the further right to assess the LOT OWNER for the full cost of any services performed pursuant to this paragraph.

The DEVELOPER, its successors or assigns, or the ASSOCIATION shall have a lien on each LOT in the SUBDIVISION for any unpaid assessment made by the DEVELOPER or ASSOCIATION. Said lien shall also secure DEVELOPER, its successors or assigns, or the ASSOCIATION, incident to the perfection and/or collection of such unpaid assessment or enforcement of such lien. Said lien shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten

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percent per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the DEVELOPER, its successors or assigns, or the ASSOCIATION, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee. Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any institutional lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successors or assigns or the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the DEVELOPER or ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

8. RECREATION FACILITIES: OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC. The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the DEVELOPER, its successors or assigns (including the ASSOCIATION) for a prorata share of the actual cost (including taxes and insurance) of the operation, maintenance and repair of the recreational and parking facilities located upon the following described lands, to-wit:

PARCEL R of WESTWOOD COMMUNITY FIVE and PARCEL R of WESTWOOD COMMUNITY FIVE-A, according to the plat thereof recorded in Plat Book 78, Page 38 and Plat Book 81, Page 20, respectively, of the Public Records of Broward County, Florida.

said actual cost to be payable in equal monthly installments by each IMPROVED LOT OWNER to the DEVELOPER, its successors or assigns (including the ASSOCIATION) commencing on the first day of the month following the date upon which the DEVELOPER, its successors or assigns, (including the ASSOCIATION) causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all building, structures and recreation lands have been completed and are ready for use or when a LOT becomes an IMPROVED LOT, whichever is later, and continuing until the first day of March, 2023. It is presently contemplated by the DEVELOPER, its successors or assigns, (including the ASSOCIATION) that it will assign its obligation to operate and maintain the aforesaid recreation buildings, structures and recreation and parking facilities, together with the right to receive the prorata share of such actual cost from each owner aforesaid, at a date subsequent thereto, to the ASSOCIATION and thereafter said ASSOCIATION shall assume the rights, privileges, and obligations of operating and maintaining said buildings, structures and recreational and parking facilities, and the receipt of sums fixed as the actual cost thereof. From and after the date of such assignment, the DEVELOPER or its successors shall be relieved and fully discharged from any and all further obligations and duty to maintain, operate or repair said buildings, structures and recreational and parking facilities. Each owner of IMPROVED LOTS in the SUBDIVISION agrees that all charges made for the prorata share of the actual cost of the operation, maintenance and repair of the aforesaid buildings, structures and recreational and parking facilities shall constitute a lien or charge upon such owners' IMPROVED LOT, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due

and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. All liens imposed under this Paragraph 8 shall entitle the holder thereof to the same rights as granted under Paragraph 7 with respect to maintenance of premises, shall bear interest at the same rate as provided therein and shall be enforced, together with costs and attorneys' fees as provided in said Paragraph 7. The lien provided herein shall similarly be subordinate to the lien of any mortgage or other lien held by an institutional lender in the same manner and under the same terms and conditions as provided in Paragraph 7 hereof.

9. RECREATION LAND LEASE: LIABILITY FOR ASSIGNMENT, LIEN, ETC. The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the DEVELOPER, its successors and assigns, for a one four hundred twenty-six (1/426) share of the ground rent upon the following described land, to-wit:

PARCEL R of WESTWOOD COMMUNITY FIVE and PARCEL R of WESTWOOD COMMUNITY FIVE-A, according to the plat thereof as recorded in Plat Book 78, Page 39, and Plat Book 81, Page 20, respectively, of the Public Records of Broward County, Florida.

each share being hereby fixed initially at the sum of \$15.00 per month payable by each IMPROVED LOT OWNER (for a total of \$6,390.00 to be paid monthly) to the DEVELOPER, its successors and assigns, commencing on the first day of the month following the date upon which the DEVELOPER causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreational facilities to be constructed by it upon said Recreation Lands have been completed and are ready for use, and continuing until the first day of March, 2024, and each owner hereby agrees that the DEVELOPER, its successors and assigns, shall have a lien upon such owner's lot for the aforesaid initial amount of \$15.00 (or adjusted amount) per month until such amount is paid and said lien shall include a reasonable attorney's fee and costs incident to the perfection of such lien and the collection thereof plus interest as provided herein. It is presently contemplated by the DEVELOPER that it shall enter into a lease or leases with the owner of the lands described above in this paragraph for a period of years ending March 1, 2024, which lease or leases shall provide for the delivery of said lands to the DEVELOPER, its successors or assigns, subject to said lease or leases for the exclusive use and benefit of the IMPROVED LOT OWNERS and permanent residents of the SUBDIVISION for the initial monthly rental of \$6,390.00 to commence upon the first day of the month following the date the DEVELOPER causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreation and parking facilities to be constructed by it upon said lands have been completed and are ready for use; that in connection with said lease, the DEVELOPER intends to pledge its right to the receipt of and assigns it right to receive the foregoing initially fixed sum of \$15.00 per month per lot payable by lot owners to the lessors under said lease or leases as security for said monthly rental of \$6,390.00, it is further contemplated that the DEVELOPER may assign its interest in said lease or leases to the ASSOCIATION, and it is hereby understood that from and after the date of any such assignment by the DEVELOPER to the ASSOCIATION, the DEVELOPER shall be relieved and fully discharged from any and all further liability and duty under the provisions of this paragraph 9, except to the extent the same were incurred by it prior to the date of such assignment. The owners further agree that from and after the date of such assignment to the ASSOCIATION, the aforesaid initial sum of \$15.00 per month per lot shall constitute a lien upon the owner's IMPROVED LOT and that such lien, including a reasonable attorney's fee, incident to the collection thereof, where the same remains unpaid for a period of 30 days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach and be effective upon and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. All liens imposed under this Paragraph 9 shall entitle the holder

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thereof to the same rights as granted under Paragraph 7 with respect to maintenance of premises, shall bear interest at the same rate as provided therein and shall be enforced, together with costs and attorneys' fees as provided in said Paragraph 7. The lien provided herein shall similarly be subordinate to the lien of any mortgage or other lien held by an institutional lender in the same manner and under the same terms and conditions as provided in Paragraph 7 hereof. The owner of each IMPROVED LOT in the SUBDIVISION, further agrees that any assignment by the DEVELOPER shall not operate to extinguish the aforesaid lien for the payment of the aforesaid one four hundred twenty-six (1/426) share of the ground rent under the aforesaid lease or leases. The provisions of this paragraph 9 and of paragraph 8 above, shall remain in effect and shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said lands until the first day of March, 2024. The recreation land lease or leases referred to herein is a net lease (i.e. the Lessor receives the rent free and clear of taxes, insurance and other charges, same being borne by the Lessee). Such lease or leases also contain provisions whereby in the event of a rise in the cost of living index published by the United States Government, the rent to be paid shall be increased periodically to compensate the Lessor for such rise in the cost of living index.

10. ASSOCIATION MEMBERSHIP. Each LOT OWNER shall automatically become a member of the ASSOCIATION, and each LOT shall be entitled to one vote to be cast through the LOT OWNERS. When more than one person holds an interest in any LOT the vote for such LOT shall be cast by that LOT OWNER designated in a certificate filed with the ASSOCIATION and signed by all persons owning an interest in said LOT. In the event said certificate is not on file with the ASSOCIATION, no vote shall be cast for said LOT.

11. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a LOT has become an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

12. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the SUBDIVISION as an area of high standards, there is hereby reserved to the DEVELOPER the right and power to control the type, kind and character of the buildings and structures to be placed within the SUBDIVISION. The owner or occupant of each IMPROVED LOT, by acceptance of title thereto, agrees not to permit a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specifications thereof have been submitted to and approved by the DEVELOPER before any construction is begun. The DEVELOPER shall have the power, and it shall be the duty thereof, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the SUBDIVISION. In the exercise of its power and the performance of its duties, the DEVELOPER shall give due consideration to the characteristics of the community of Tamarac as a retirement community and the ability of any proposed structures to harmonize with that concept. The DEVELOPER shall be permitted to employ aesthetic values in making its determination.

13. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the LOT OWNERS in the SUBDIVISION, the DEVELOPER, or the ASSOCIATION.

14. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

15. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land until

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the first day of April, 2023 . After April 1st, 2023 , said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the LOTS in said SUBDIVISION shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations, and servitudes except in no event can the provisions of paragraphs 8 and 9 above be extinguished, modified, altered or amended.

16. AMENDMENT REQUIRES MORTGAGEE'S CONSENT. These restrictions may not be amended without the consent of the DEVELOPER and each institutional lender holding a first mortgage upon a LOT in the SUBDIVISION.

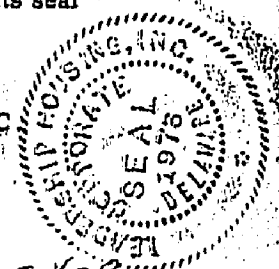
17. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans upon LOTS in the SUBDIVISION, the ASSOCIATION's right to assess an IMPROVED LOT (or its owner) or to impress a lien upon an IMPROVED LOT (as provided in paragraphs 7, 8 and 9 above) the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure shall be abated so long as said INSTITUTIONAL LENDER retains said title, and likewise, during the time an INSTITUTIONAL LENDER retains said title, the ASSOCIATION shall be under no obligation to perform any of the services, duties or obligations required of it as provided in paragraphs 7, 8 and 9 above. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT is under Lease, the ASSOCIATION's right to make assessments against such IMPROVED LOT and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time or prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER), and the ASSOCIATION's duties and obligations with respect to said LOT shall be restored.

18. CERTAIN PARCELS EXCLUDED. Except as expressly provided herein, none of the foregoing restrictions, covenants or servitudes shall be applicable to the following described lands:

PARCEL R of WESTWOOD COMMUNITY FIVE and PARCEL R of WESTWOOD COMMUNITY FIVE-A, according to the plat thereof as recorded in Plat Book 78, Page 39 and Plat Book 81 , Page 20 , respectively, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, LEADERSHIP HOUSING, INC., a Delaware corporation, has caused this instrument to be executed in its corporate name and its seal affixed, this 25th day of January , 1974 .

LEADERSHIP HOUSING, INC.
A Delaware Corporation



ATTEST:


Samuel S. Varata
Assistant Secretary

By *W. J. [Signature]* - v-p

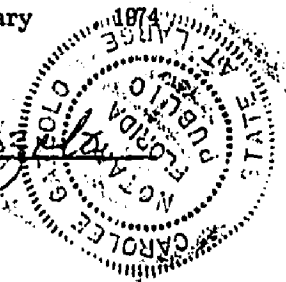
STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

BEFORE ME, personally appeared R. E. Fritts and Samuel S. Sorota to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of the above named LEADERSHIP HOUSING, INC., a Delaware Corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President and Assistant Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 25th day of January



Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 28, 1976
Bonded by American Fire & Casualty Co.

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