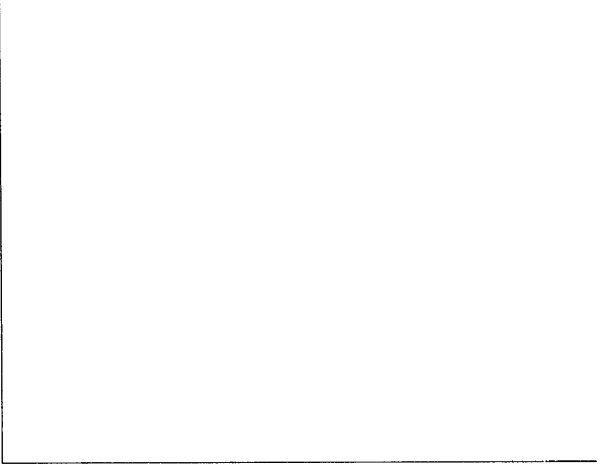


b

DOCUMENT COVER PAGE



(Space above this line reserved for recording office use.)

**DECLARATION OF RESTRICTIONS RELATING TO:
THE WOODLANDS SECTION FIVE**

This instrument prepared by:

Donna D. Berger, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Ft. Lauderdale, Florida 33312

Return recorded documents to:

Loretta Prettyman, Esquire
Becker & Poliakoff, P.A.
3111 Stirling Road
Ft. Lauderdale, Florida 33312

DECLARATION OF RESTRICTIONS RELATING TO:

THE WOODLANDS SECTION FIVE, according to the plat thereof recorded in Plat Book 67, Page 43, Public Records of Broward County, Florida.

BEHRING PROPERTIES, INC., a Florida corporation, the original developer, heretofore recorded covenants, restrictions, reservations and servitudes on the foregoing described lands in Official Records Book 3877, at Page 565, in the Public Records of Broward County, Florida (hereinafter defined as "Previous Declaration"). Those covenants, restrictions, reservations and servitudes expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act:

The organizing committee for THE WOODLANDS SECTION FIVE, consisting of:

Robert Noskin	JoAnn Roberts	Bonnie Schultz
4905 Umbrella Tree Lane	5715 White Hickory Circle	5800 S. Bayberry Lane
Tamarac, Florida 33319	Tamarac, Florida 33319	Tamarac, Florida 33319
(954) 486-3010	(954) 485-5225	(954) 464-3344

do hereby submit the covenants, restrictions, reservations and servitudes for THE WOODLANDS SECTION FIVE for revival pursuant to Section 720.403, Florida Statutes hereinafter defined as the "Revived Declaration".

This Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.402(3), Florida Statutes. This Revived Declaration does provide for an effective term of longer duration than the term of the Previous Declaration as permitted by Section 720.402(3)(a), Florida Statutes.

The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

1. **RESIDENTIAL USE.** All of the foregoing described real property except as hereinafter excluded in paragraph 17 below and all lots enlarged or recreated by the shifting of location of any property lines, is restricted to the use of a single family, its household, servants and guests, for each platted lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not accommodate an additional family and provided further that written approval for such accessory building shall be first obtained from the Architectural Control Committee as further defined in Paragraph 16 below and hereinafter referred to as "Committee". 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 building or trailers may be placed on a lot. No building shall exceed 35 feet in height measured from the crown of the street upon which such building fronts, unless prior written approval of the Committee shall have been given.

2. **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 lands.

3. **LAWNS, LANDSCAPING, FENCES, HEDGES, WATERWAY CONTAMINATION, SIGNS, CLOTHES LINES, EXTERIOR RADIO AND TELEVISION ANTENNAS, PARKING, CARPORTS, GARAGES, HURRICANE OR STORM SHUTTERS.** All front yard areas of lots in the foregoing described land 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 a lot from the front building wall and a line extension thereof to the side lot lines to the pavement line in front of the lot. Corner lots shall have two front areas for the purpose of this paragraph 3, one on 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, without prior approval of the Committee. Carports are for passenger automobiles and mechanical driven golf carts and must not be used as a general storage area for other commodities. Carports must at all times present a neat appearance. Garage doors must be kept closed. No fences or hedges shall be permitted anywhere within the

subdivision except as approved in writing by the Committee, which approval may be arbitrarily withheld. Outdoor clothes drying activities are hereby restricted to the rear or side yards and in the case of corner lots, to that portion of the rear or side yards thereof which is more than 25 feet from the street right-of-way and in no event shall any outdoor clothes drying activities be visible from any portion of the golf courses, waterways, canals or lakes which are adjacent to the lots in the above described subdivision. No permanently fixed clothes lines are permitted. All clothes poles or retractable lines shall be susceptible of being lifted and removed by one person in one minute's time. All clothes poles or retractable clothes lines must be removed when not in use. All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties. No trash, refuse or any other substance shall be thrown or dumped into the waterways, canals or lakes within the subdivision. 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 Committee, which approval may be arbitrarily withheld. Unless prior written approval has been obtained from the Committee, no exterior radio, television or electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described lands except as otherwise permitted by law. The parking or storage of automobiles except upon paved or graveled areas is prohibited. The overnight parking or storage of trucks or commercial vehicles is prohibited. The overnight parking of vehicles of any kind upon public right-of-ways is prohibited. The parking or storage of boats and boat trailers upon any of the foregoing described lands is prohibited, unless same be stored as to not be visible from any street in the subdivision. All hurricane or storm shutters must be of a type approved by the Committee.

4. COMMUNITY TELEVISION ANTENNA. In order to assure development of the foregoing described lands as a community of high standards, quality and beauty, and to provide for the residences constructed within the community a high caliber of television reception without the installation of unsightly aerials and antennas, the developer imposed upon all of the foregoing described lands the obligation of the owner of each lot to construct and use the necessary connections to tie into the community television antenna system to be constructed upon the foregoing lands by or through the developer at such time as same shall become available. The cost of such community television antenna system shall be a common expense of the Association. Common expense means all expenses properly incurred by the Association in the performance of its duties under this Revived Declaration and Chapter 720 of the Florida Statutes as same may be amended or renumbered.

5. THE WOODLANDS SECTION FIVE, ASSOCIATION, INC. The Woodlands Section Five, Association, Inc., is a not-for-profit Florida corporation and a homeowners association whose membership consists exclusively of the owners of residential lots in THE WOODLANDS SECTION FIVE hereinafter referred to as the Association.

6. BUILDING PLANS AND SIZE OF BUILDINGS. For the purpose of further assuring development of the lands in the subdivision as a residential community of high standards, quality and beauty, the architectural plans and location upon the respective lot of every residence as well as of additions to any residence, including but not limited to swimming pools, patios, whether the same are attached to the residence or separated therefrom, driveways and landscaping, or alterations of the exterior appearances of completed residences, to be constructed, erected, made or otherwise done within said subdivision, must be approved in advance in writing by the Committee. No residence shall be erected which shall contain an area of less than 1500 square feet, except that in connection with construction of improvements on the smaller lots, the Committee may allow the construction of slightly smaller residences.

7. RESERVATIONS FOR LAWN AND, SPRINKLER SYSTEM.

(A) Sprinkler System. The Association has the right to construct, maintain and operate a fresh-water sprinkler system over, through and upon all of the foregoing described lands. The costs of maintaining, repairing and replacing the sprinkler system shall be a common expense of the Association. Each owner shall be further liable to the Association for the full reasonable cost of all required repairs to that portion of said sprinkler system lying within and upon each such owner's lot.

(B) Lawn Maintenance and Spraying. The Association has the right to enter over, through and upon all of the foregoing described lands, for the purpose of maintaining and caring for

the lawns, or any portion thereof located thereon. Nothing in this subparagraph (B) shall be construed as imposing an obligation upon the Association to maintain and care for the said lawns, and the extent of any such maintenance and care, and when the same shall be undertaken, shall be determined solely by the Association. "Maintenance and care" within the meaning of this subparagraph (B) shall include mowing, trimming, edging, fertilizing and spraying of the lawns. Each owner shall be liable to the Association for the full reasonable cost of all required replacement of sod (as the same shall be determined from time to time by the Association in its sole discretion) upon such owners' lots. In the exercise of its discretion in this latter regard, the Association shall be governed by the principle that all lawns shall be fully maintained free from unsightly bald spots or dead grass and uniform in texture and appearance with surrounding lawns in the neighborhood.

8. RECREATION FACILITIES; OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC. The owner of each lot in the lands encumbered by these restrictions, is hereby made liable to the Association for a prorata share of the common expenses (including taxes) of the operation, maintenance and repair of the recreation and parking facilities located upon the following described lands, to-wit:

Parcel R of THE WOODLANDS SECTION FIVE, according to the plat thereof recorded in Plat Book 67, Page 43, Public Records of Broward County, Florida.

said common expenses to be payable in advance in equal monthly installments by each lot owner to the Association and each owner hereby agrees that the Association shall have a lien upon such owner's lot for the aforesaid share of common expenses until such share is paid, and that such lien, where the same remains unpaid for a period of thirty days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property.

9. RECREATION LAND LEASE; LIABILITY FOR, ASSIGNMENT LIEN, ETC. The owner of each lot in the lands encumbered by these restrictions is hereby made liable to BEHRING PROPERTIES, INC., its successors or assigns, for a one-one hundred twenty fifth (1/125) share of the ground rent upon the following described lands, to-wit:

Parcel R of THE WOODLANDS SECTION FIVE, according to the plat thereof recorded in Plat Book 67, Page 43, Public Records of Broward County, Florida.

said share being hereby initially set at the sum of \$20.00 per month, to be payable by each lot owner to BEHRING PROPERTIES, INC., its successors or assigns, in advance, commencing on the first day of the month following the date upon which all buildings, structures and recreational facilities to be constructed by BEHRING PROPERTIES, INC. upon said Recreation Lands have been completed and are ready for use, and continuing until the first day of October A. D. 2019; and each owner hereby agrees that BEHRING PROPERTIES, INC., its successors or assigns, shall have a lien upon such owner's lot for the aforesaid share of the rent until such amount is paid, and that such lien, where the same remains unpaid for a period of thirty days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. It is presently contemplated by BEHRING PROPERTIES, INC., that it shall enter into a lease with the owner of the lands described above in this paragraph for a period of years ending October 1, A. D. 2019, which lease shall provide for the delivery of said lands to BEHRING PROPERTIES, INC., its successors or assigns, subject to said lease, for the exclusive use and benefit of the lot owners and permanent residents of the lands encumbered by these restrictions, for a monthly rental of \$2,500.00 to commence upon the first day of the month following the date that all buildings, structures and recreation and parking facilities to be constructed by BEHRING PROPERTIES, INC. upon said lands have been completed and are ready for use; that in connection with said lease, BEHRING PROPERTIES, INC., intends to pledge its right to the receipt of and assign its right to receive the foregoing sum of \$20.00 per month per lot payable by said lot owners to the lessors under said lease as security for said monthly rental of \$2,500.00 (or such larger sum as may be arrived at for the rent upon application of the cost of living index computation to arrive at a rent increase).

10. ASSOCIATION. The purpose of the Association shall be to undertake and assume the rights, privileges, duties and responsibilities of this Revived Declaration. Although the membership of the Association shall consist of all persons, corporations or firms, in whom title to one or more lots in the above described subdivision is vested, there shall exist only 125 votes in such association with one vote being counted for each lot. Except as provided elsewhere herein, a majority of the votes shall govern the course of conduct of the Association. **The Association shall**

be governed by a Board of Directors consisting of not less than nine (9) and not more than fifteen (15) directors for a one year term. Any decisions, judgments, actions and/or resolutions of the Board of Directors, by the vote of a majority thereof, shall be valid and binding upon the Association and upon all of the lot owners in the subdivision described above.

11. TRASH, GARBAGE, ETC. No lot shall be used or maintained as a dumping ground for rubbish, and no trash, garbage or other waste shall be kept except in sanitary underground containers or in sanitary containers fully enclosed and covered, completely screened from view.

12. 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 they are not kept bred or maintained for any commercial purposes and provided further that they are so kept as not to be or become an annoyance or nuisance to the neighborhood.

13. DOCKS, SEAWALLS, BOATHOUSES AND LADDERS. No docks, seawalls, boat landings, mooring posts or boathouses may be constructed except upon the express written approval of the Committee as to design, size, style, plan of construction, location and contractor.

14. EXTERIOR BUILDING MAINTENANCE. Without imposing any obligation to maintain the exterior of any structures placed upon the above described lands, the Association and/or the Committee has the right and power upon sixty (60) days written notice to enter upon all of the above described lands and structures located thereon for the purpose of performing exterior painting and repair which may, in its sole determination become necessary because of the failure or refusal of the owner of such land and structure to adequately and properly maintain the exterior in such a state of repair and beauty as to be detrimental to the neighborhood. The Association and/or the Committee, may include, but is not limited to, the repainting of exterior walls, shutters, trim, eaves and roofs or any portion thereof. Each owner agrees to maintain the exterior of any structure located upon any lands owned by him, in such condition as not to be detrimental to the best interest of the surrounding property owners. In the event that it becomes necessary for the Association or the Committee, to perform any exterior building maintenance as provided for in this paragraph, then the owner of all lands upon which such maintenance is performed is hereby made liable to the Association or the Committee, for the actual cost of performing the maintenance provided for herein and such cost shall become a lien upon such land upon the recording in the public records of a claim for same, which lien may be enforced in accordance with the provisions hereof.

15. MAINTENANCE OF SHRUBBERY AND LANDSCAPE. In order to insure further the beauty of this residential community, the owners of any and all lots covered hereby shall at all times maintain the shrubbery and landscape, including spraying, fertilizing and trimming located upon any lot in a neat, green and trim condition. Each owner shall also keep all driveways and other paved or pebbled areas in a neat and orderly condition. Each owner shall keep any vacant lot in a cleared condition with all weeds and growths other than trees removed or trimmed to not more than 1 foot in height. In the event that any owner fails or refuses to maintain his property pursuant to the requirements of these protective covenants, the Committee or its successors shall have the right upon reasonable notice to enter upon such property for the purpose of performing the maintenance necessary to comply with the provisions hereof. The cost of such maintenance shall be assessed against the owner of the lot upon which such work has been done and shall become a lien upon the property being maintained upon the recording in the public records of a claim for same which may be enforced in accordance with the provisions hereof.

16. THE COMMITTEE.

(A) For the purpose of insuring the development of the foregoing described lands as an area of high standards, the Association has the right and power to control the type, kind, character, color and style of the buildings, structures and other improvements to be placed on the foregoing described lands unless and until the plans and specifications thereof and the plot plan thereof have been submitted to and approved in writing by an architectural control committee (the Committee), as hereinafter provided, before any such construction is begun. No structure shall be placed, erected or altered on any lot until construction plans and specifications and a plot plan showing location of the structure upon the lot shall have been approved by the Committee, including any alteration involving a change in color, character or appearance of the exterior of any improvements.

(B) The Committee was established by BEHRING PROPERTIES, INC., to be composed of three members, and to serve until November 1, 1984. A majority of the Committee may designate a member to act for the Committee. In the event of the death, resignation or inability to serve of any member of the Committee, the remaining members shall have full authority to appoint a substitute member who shall not be entitled to compensation for services performed as committee members.

(C) At any time and from time to time after November 1, 1984, or sooner upon the resignation of all three of the members appointed initially by BEHRING PROPERTIES, INC., the then record owners of a majority of the lots, with one vote per lot being counted, in the subdivision of the foregoing lands shall have the power, through a duly recorded written instrument, to change the membership of the Committee and modify the powers, duties and functions of the Committee, or to assign all the rights reserved herein to the Association referred to in paragraphs 7, 8, 9 and 10 above.

(D) The Committee shall have power, and it shall be the Committee's duty, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the foregoing described lands. In the exercise of its power and the performance of its duties, the Committee shall give due consideration to the characteristics of the community as a residential community of high standards, quality and beauty, and the ability of any proposed structure to harmonize with that concept. The Committee shall be permitted to employ aesthetic values in making its determinations and any determinations made by it shall be final with respect to the matters covered by such determinations.

17. EXCLUSION OF CERTAIN LANDS. The following lands are hereby expressly excluded from the operation of the covenants, restrictions, reservations and servitudes contained herein:

Parcel R of THE WOODLANDS SECTION FIVE, according to the plat thereof recorded in Plat Book 67, Page 43, Public Records of Broward County, Florida.

18. REMEDIES FOR VIOLATIONS, INVALIDATIONS. For a violation or breach of any of these covenants by any person claiming by, through or under the Association or by virtue of any judicial proceedings, the Association and/or the lot owners, or any of them severally or the Committee, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Association and the Committee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these covenants, to enter upon the property where such violation of these covenants exists and summarily to abate or remove the same at the expense of the owner; and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any of the foregoing restrictions shall not constitute a waiver of subsequent enforcement of the same restriction in other instances.

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

20. EXISTENCE OF 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 portions of said lands until the first day of October, 2048. After that date, 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.

21. CONVEYANCE. Each and every conveyance of any lot in the foregoing described land shall be made subject to the provisions of the foregoing covenants and restrictions at all times during the life of such covenants and restrictions, and every subsequent owner shall be bound to comply with all the provisions hereof.

22. AMENDMENTS. This Revived Declaration may be amended by approval of not less than two thirds (2/3rds) of the voting interests of the entire membership in the Association at a duly noticed membership meeting at which a quorum is present. Membership approval at such meeting may be evidenced by a vote cast in person or by limited proxy. This Declaration may also be amended with the written consent of two-thirds (2/3rds) of the membership in lieu of a meeting.

23. EXHIBITS. In accordance with Section 720.403(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by a legal description and name of the parcel owner in Exhibit "A" attached hereto and made a part hereof. The Articles of Incorporation for the Association contained in Exhibit "B" are attached hereto and made a part hereof. The By-Laws for the Association contained in Exhibit "C" are attached hereto and made a part hereof and a graphic description of the real property subject to the Revived Declaration is contained in Exhibit "D" and is attached hereto and made a part hereof.

IN WITNESS WHEREOF, THE WOODLANDS SECTION FIVE ASSOCIATION, INC. has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal affixed this 23 day of DECEMBER 2004

THE WOODLANDS SECTION FIVE ASSOCIATION, INC.

By: Robert Norkin President

Attest: [Signature] Secretary

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of DECEMBER 2004 by Robert Norkin as President of The Woodlands Section Five Association, Inc., a Florida not-for-profit corporation.

Personally Known OR Produced Identification _____
Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA
sign Marsha P. Cohen
print MARSHA P. COHEN

My Commission expires:
Marsha P. Cohen
Commission # DD125176
Expires July 7, 2006
Bonded Thru
Atlantic Bonding Co., Inc.



STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of DECEMBER 2004 by Jo Ann Roberts, as Secretary of The Woodlands Section Five Association, Inc., a Florida not-for-profit corporation.

Personally Known _____ OR Produced Identification DL R163-42147-902-0
Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA
sign Marsha P. Cohen
print MARSHA P. COHEN

My Commission expires:
Marsha P. Cohen
Commission # DD125176
Expires July 7, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

