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DUBOW & DUBOW  
ATTORNEYS AT LAW  
215 NORTH FEDERAL HIGHWAY  
DANIA, FLORIDA 33004  
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**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE NORTHSTAR ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

**INSTR # 100929920  
OR BK 31424 PG 1118**

RECORDED 03/29/2001 01:46 PM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 2020

**WHEREAS**, ARTISTIC DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called Declarant, whose address is 3233 S. Andrews Avenue, Ft. Lauderdale, Florida, 33316, and others, previously executed and recorded that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE NORTHSTAR ESTATES HOMEOWNERS ASSOCIATION, INC., dated April 1, 1998 and recorded on April 1, 1998 in official records book 27969, Page 0446 of the Public Records of Broward County, Florida and that certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE NORTHSTAR ESTATES HOMEOWNERS ASSOCIATION, INC. recorded March 31, 2000 in Official Records Book 30379, Page 0948 of the Public Records of Broward County, Florida and

**WHEREAS**, Declarant currently has the right to appoint all of the directors to the Board of Directors of Northstar Estates Homeowners Association of Davie, Inc. a Florida corporation not for profit (Association), and therefore, pursuant to ARTICLE IV. 3. of the Declaration, Declarant has the unilateral right to amend the Declaration and

**WHEREAS**, Declarant desires to amend the Declaration as hereinafter set forth.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

Addition of:

ARTICLE IX (IX6.)(xxxiv)(a) Any Builder and/or General Contractor performing construction services on any property within NORTHSTAR ESTATES, that Builder and/or General Contractor must deposit with Northstar Homeowner's Association the sum of \$10,000.00. This amount shall be held as a security deposit and returned to the Builder and/or General Contractor upon completion of the construction. However, that deposit shall be use to correct any damage cause by the Builder, General Contractor, their subcontractor and/or workmen. The deposit may also be used to kept the job site in a neat and orderly manner should the Builder and/or contractor fail to do so. Each individual subcontractor performing work under a General Contractor or on their own on property located within NORTHSTAR ESTATES must deposit with Northstar Homeowner's Association the sum of \$5,000.00. This amount shall be held as a security deposit and returned to the subcontractor upon completion of all work to be performed by that particular subcontractor, including the completion of any necessary inspections by the proper governmental agency. Any contractor, subcontractor and or workman performing work on property within NORTHSTAR ESTATES must provide NORTHSTAR HOMEOWNERS ASSOCIATION with proof of valid liability and workmen's compensation insurance. This provision shall not apply to ARTISTIC DESIGN & CONSTRUCTION, INC. or to ULTRA STRUCTURES, INC.

(b) DECLARANT may, from time to time, establish or implement a preferred builder's program of as many general contractors as Declarant may select to ensure a level of construction quality suitable to DECLARANT's own subjective standards. The program shall be known as the Northstar Premier Builder Program. Declarant reserves the right to modify or terminate the Northstar Premier Builder Program; to select or terminate approved builders; and to modify the number of approved builders, without notice to or the consent of any third party. The establishment operation of the Northstar Premier Builder Program, and the selection of the general contractors to serve as the approved builders within said Program, shall not constitute a warranty or representation to any owner that said approved builder has the ability to construct Owner's residence. By the purchase of a lot, and use of Common Areas within Northstar Estates, each Owner agrees that each Owner shall look only to its general contractor, and not to Declarant, to remedy any deficiencies in construction of Owner's residence.

An OWNER shall commence construction of a Dwelling on his lot within three (3) months from the date of closing with the DECLARANT, using an approved builder under the Northstar Premier Builder Program. If an original OWNER resells his lot within the initial three (3) month period, the new OWNER(S) will be required to commence construction within three (3) months of the date of closing between the Declarant and the original OWNER, using an approved builder under the Northstar Premier

Builder Program. If the OWNER does not commence construction within that period of time, or fails to use an approved builder under the Northstar Premier Builder Program, then the Declarant shall have the right, but not the obligation, to purchase the lot from the OWNER at one hundred percent (100%) of the original net purchase price paid to the DECLARANT, or the Architectural Review Board may charge up to seven (10%) percent of the gross construction cost of the residence to be constructed for review fees incident to the Architectural Review Board's review of proposed construction plans. The DECLARANT, at its sole discretion, may extend the date for commencement of construction by an OWNER and such extension for one (1) OWNER shall not give cause for an extension to any other OWNER of a lot.

For purpose of these restrictive covenants, the term "gross construction cost" shall be the actual costs of constructing and equipping a residence including landscaping the site, net of any discount or rebates, as reflected in the arm's length construction contract between Owner and Owner's Contractor.

In all other respects, the Deceleration, as amended, shall remain in full force and effect.

Signed, sealed and delivered  
in presence of:

(Witness #1 Sign)

(Witness #1 Print)

ANNA VALDIVIA  
ANNA VALDIVIA

ARTISTIC DEVELOPMENT CORPORATION, a  
Florida Corporation, as Declarant

SALIM KHOURY, President

(SEAL)

(Witness #2 Sign)

(Witness #2 Print)

DAVID J. WALLACE  
DAVID J. WALLACE

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SALIM KHOURY, as President of ARTISTIC DEVELOPMENT CORPORATION, a Florida Corporation, as Declarant to me personally known to be the person described in and who executed the foregoing instrument and they acknowledged before me under oath that they executed the same.

WITNESS my hand and official seal in the State and County last aforesaid this 27 day of March, 2001.

My commission expires:

Notary Public

