

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE NORTHSTAR ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTISTIC DEVELOPMENT CORPORATION, hereinafter called Declarant, is the owner in fee simple of all lands contained within the Plat of NORTH STAR, according to the Plat thereof, as recorded in Plat Book 157, Page 31, of the Public Records of Broward County, Florida, a copy of which is attached hereto as Exhibit "A".

For the purpose of enhancing and protecting the value, attractiveness and desirability of the residences to be constructed in said subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof; their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

1. "Association". Association shall mean and refer to NORTHSTAR ESTATES HOMEOWNERS ASSOCIATION OF DAVIE, INC., a non-profit organization, incorporated under the laws of Florida, its successors and assigns which is the corporate entity responsible for the operation of the Common Areas and landscape/easement buffer year (areas), hereinafter defined and located within the Plat of NORTH STAR and the enforcement of the terms and conditions of this DECLARATION. A copy of the Articles of Incorporation and the By-Laws (pending) are attached hereto as Exhibits ____ and ____ respectively.

2. "Common Areas".. Common Areas are properties contained in the Plat which will be owned by the Association and operated and maintained by the Association described as all of the property in the plat less and excepting any lot as described in (pending) Composite Exhibit A.

3. "Lot". Lot shall mean any one (1) of the 36 lots reflected in the Plat of NORTH STAR, according to the Plat thereof, as recorded in Plat Book 157, Page 31 of the Public Records of Broward County, Florida.

4.. "Landscape Buffer Easement". As required by the Town of Davie, an easement exists over certain of the lots in the subdivision for the installation of landscaping buffers. These easements are set forth in the Plat attached hereto as Exhibit "A". An easement is hereby granted to the Association for the purpose of maintaining the landscaping buffer areas. The cost of maintaining the landscape buffer areas shall be a common expense to be assessed against all lot owners as hereinafter set forth in Article V. Notwithstanding anything in this declaration to the contrary, no walls, fences or structures may be constructed in the landscape buffer easements, nor shall any trees or shrubs be removed therefrom or replaced without a permit from the Town of Davie and approval of the Board of Directors of the Homeowners Association.

*Sam Krouder
c/o Northstar
3933 D. Andrews Ave.
Fort Lauderdale, FL 33316
Est. Homeowners Assn, Inc.*

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5. "Maintenance". Maintenance shall mean the exercise of reasonable care to keep the Common Areas and Landscape Buffer Easements in good condition comparable to their original condition.

6. "Member". Member shall mean every person or entity which holds membership in the Association.

7. "Institutional Lender". Institutional Lender means the holder of a mortgage encumbering a Lot or Lots which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the owner of the Lot or Lots encumbered. An Institutional lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes by or in favor of Declarant, or which encumbers any portion of the Subject Property which is owned by Declarant, whether or not such holder would otherwise be considered an Institutional lender, and notwithstanding anything contained herein to the contrary, the holder of any such mortgage shall be entitled to all rights and protections granted to first mortgages hereunder, whether or not such mortgage is a first mortgage.

8. "Owner". Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a party of the subdivision.

9. "Subdivision". Subdivision shall mean all of the Plat of NORTH STAR, according to the Plat thereof, as recorded in Plat Book 157, Page 31 of the Public Records of Broward County, Florida as set forth on Exhibit "A".

10. "Residence". Residence shall mean any residential dwelling erected upon a Lot in the subdivision.

11. "Assessment". Assessment means a share of the funds required for the payment of Common Expenses for the Common Areas and Landscape Buffer Areas, which from time to time is assessed against an Owner, other sums which may be assessed against an Owner or which may be required to be paid by any Owner to the Association pursuant to this Declaration, the Articles or the Bylaws.

ARTICLE II. MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS

1. Every Owner of a Lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

2. Voting Rights - There shall be one vote for each Lot. In the event any Lot is owned by more than one person, or is owned by a person other than an individual, the vote for such Lot shall be as set forth in the Bylaws.

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ARTICLE III.
PRIVATE ROAD(S)

The road(s) depicted on Exhibit A is a private road and is part of the common area. In order to provide that the Association, the Lot Owners, their successors and assigns, as well as the mortgagee of any Lot and its successors and assigns, have access to the Lots described on Composite Exhibit A, Declarant hereby grants to the Association and to all future Lot Owners and their mortgagees within the Subdivision a perpetual non-exclusive easement for ingress and egress uses by the Association, the Lot Owner, a Lot Owner's mortgagee or their respective successors and assigns, their immediate families, guests, tenants, and invitees, and Declarant reserves to itself, its successors and assigns and its agents and employees a right of ingress and egress over the road described in Exhibit "A" attached hereto. This easement shall be appurtenant to and shall pass with title to each Lot. A perpetual non-exclusive right of ingress and egress also is granted over the road described in Exhibit "A", to the Town of Davie, Florida, Broward County, Florida and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities, and to such other persons as Declarant or the Association may designate from time to time.

The Declarant shall convey the Common Areas to the Association which shall have the obligation to accept said conveyance and the obligation to maintain the Common Areas and to pay the taxes thereon subject always to rights of the Lot Owners and their mortgagees to have ingress and egress to the Lots. The Common Areas shall be deeded by the Declarant to the Association not later than the date of conveyance of the first residence in the community not related to or affiliated with the Declarant.

ARTICLE IV.
ASSESSMENTS

1. Lien and Personal Obligations of Assessments - Declarant and each Owner hereby covenant for each Lot within the Subdivision by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) Regular assessments and (2) Special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interests, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, and such personal obligation shall pass to the successors in title of such person or persons unless waived by the Association.

2. Purpose of Regular Assessments - The regular assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Subdivision, and for the improvement and maintenance of the Common Areas and Landscape Buffer Easements, including the payment of ad valorem real estate taxes, if any on the Common Areas (but not the Landscape Buffer Easement). All Lot Owners in the Subdivision shall be assessed and be required to pay for the maintenance of the Common Areas described in Article IV and the Landscape Buffer Areas. Regular assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments the following:

(a) Maintenance and repair of the Common Areas, including road resurfacing and drainage maintenance, and maintenance of the Landscape Buffer Areas;

- (b) Water, electrical, lighting, and other necessary utility service for the Common Areas;
- (c) Acquisition of equipment for the Common Areas and as may be determined by the Association, including without limitation, all equipment, material and personnel necessary or proper for use and maintenance of the Common Areas and Common Easement;
- (d) Liability Insurance insuring the Association against any and all liability to the public, to any Owner or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;
- (e) Any insurance deemed necessary by the Board of Directors of the Association;
- (f) Any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation and maintenance of the Common Areas for the benefit of Lot Owners, or for the enforcement of these restrictions;
- (g) Ad valorem real estate taxes on the Common Areas, if any.

3. The Common Expenses of the Association attributable to the Common Areas and the maintenance thereof, shall be shared by the Lot Owners equally. That is to say that each Lot Owner shall be responsible for the payment of 1/36th of the Common Expenses and Assessments, attributable to the Common Area.

The Common Surplus of the Association attributable to the Common Areas and the maintenance of the Landscape Buffer Easements shall be owned by each of the Lot Owners equally as set forth above and Lot Owner's share of Common Expenses and Common Surplus attributable to the Common Areas shall be as set forth above.

On or before the date an assessment for Common Expenses is due, each member shall be required to and shall pay to the Association an amount equal to the annual per Lot assessment for Common Expenses then due.

Notwithstanding anything contained herein to the contrary, notice is hereby given that the Association shall be responsible for the operation and maintenance of all common areas which includes all roadways, walkways, entrance ways (including guardhouse), landscape areas and waterways located within the properties.. The initial assessment by the Association for the maintenance of said common areas shall be \$ 50.00 per month, payable monthly in advance, or such other amount as shall be determined from time to time by the Association.

The Declarant will appoint officers and directors of the Association which will by necessity be acting on behalf of the Association in dealings and transactions with Declarant until all Lots within the properties have been conveyed to individual purchasers. Purchasers hereby expressly waive all objections to such dealings and transactions and hereby ratifies, approves and confirms the same. The terms and provisions of this Article shall survive closing and delivery of Deed to Purchaser.

The Association, through its Board of Directors, shall have the power to fix and determine from time to time, the sum or sums necessary and adequate to provide for the Common Expenses of the Common Areas and for the maintenance thereof and such other assessments as are specifically provided for in this Declaration or the Exhibits attached hereto. The procedure for the determination of all such assessments shall be as set forth in the Bylaws of the Association and this Declaration, and the Exhibits attached hereto.

The Common Expenses shall be assessed against each Lot Owner as provided for in Article IV of this Declaration.

Each single assessment that is unpaid for over ten (10) days after due date shall be deemed in default and shall bear interest at the rate of eighteen (18.0%) percent per annum from due date until paid and in addition thereto, at the sole discretion of the Board of Directors of the Association, a late charge of \$25.00 for each such default may be imposed and then shall be due and payable.

The Association shall have a lien on each Lot for unpaid assessments, together with interest thereon, except such lien shall be subordinate to any valid institutional mortgage placed upon the Lot. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of such lien, shall be payable by the Lot Owner and secured by such lien. The Board of Directors of the Association may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. Said lien shall be effective when recorded. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein covered by the lien enforced. In case of such foreclosure, the Lot Owners shall be required to pay a reasonable rental for the Lot and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to same from the Lot Owner and/or occupant.

Where the Mortgagee of an Institutional First Mortgage of Record, or other purchaser of a Lot obtains title as a result of a foreclosure of the Institutional First Mortgage, or when an Institution of record accepts a deed to said Lot in lieu of foreclosure, or an affiliate or subsidiary of the Institution of Record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall be liable for the share of the Common Expenses, or assessments by the Association pertaining to such Lot from the date of acquisition of title, but not liable for amounts chargeable to the former Owner of such property which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure, unless a claim of lien for same was recorded prior to the recording of the mortgage. Such unpaid share of Common Expenses, or assessments shall be deemed to be expenses collectible from all of the Lots including such acquirer.

Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its Mortgage, or it, or an affiliate or subsidiary of it, accepts a deed to said property in lieu of foreclosure, said Mortgagee, its affiliate or subsidiary, shall thereafter be liable for the share of the Common Expenses attributable to the Common Areas, including the Common Easement, and, if applicable, assessments by the Association for as long thereafter as said Mortgagee, its affiliate or subsidiary, shall continue to be the Owner of said property. Upon the said Mortgagee, its affiliate or subsidiary, conveying its title to the property so acquired by it, the purchaser of said Lot from said Mortgagee, its affiliate or subsidiary, conveying its title to the property so acquired by it, the purchaser of said Lot from said Mortgagee, its affiliate or subsidiary, shall be liable for such share of Common Expenses or assessments by the Association, from and after the date of the acquisition of title.

Any person who acquires an interest in a Lot, except through foreclosure of an Institutional First Mortgage of Record, and except as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Lot or enjoyment of the Common Elements until such time as all unpaid assessments, if applicable, due and owing by the former Owner have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights to the Declarant or to any Lot Owner or group of Lot Owners, or to any third party.

ARTICLE V.

USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

1. Each Lot shall be used as a Single Family Residence and for no other purpose;
2. No business of any kind shall be conducted on any Lot;
3. No noxious or offensive activity shall be carried on in any residence or on any Lot;
4. No sign of any kind shall be displayed to public view on a Lot or the Common Areas without the prior written consent of the Association, except customary name and address signs and law signs approved by the Association advertising a property for sale or rent;
5. Nothing shall be done or kept on the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his/her/their Lot or the Common Areas which would result in the cancellation of insurance on any part of the Common Areas, or which would be in violation of any law;
6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats, and other household pets may be kept in residences subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes;
7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the Common Areas except in sanitary containers located in appropriate areas concealed from public view;
8. Nothing shall be altered in, constructed on, or removed from the Common Areas except with the written consent of the Association;
9. No permanent clothes lines or clothes drying areas shall be maintained on any Lot;
10. No chain link or wood fencing shall be maintained on any Lot and not fencing placed on any Lot shall be constructed without the approval of the Association;

11. In order to maintain the standards of appearance of the various Lots with respect to residential appearances, no trucks or commercial vehicles, boats, house trailers, boat trailers, campers or trailers or motor home or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot except in a garage. No automobile shall be parked on the Property except on the driveway area or in the garage. In no event shall any vehicle be stored on the Property or allowed to remain on the Property which does not have a current automobile tag or which might be described as a derelict vehicle or wrecked vehicle. Repair of vehicles shall be permitted only in the garage of a residence;

12. Garage Door(s) shall not face the main street unless a written exemption is issued by the Association's Board of Directors. In the event an Owner converts the garage into a living area or a storage area, said Owner shall not remove the existing garage door or the replacement thereof, it being the intent of this provision that said area shall at all times retain the outward appearance of a garage;

13. An auxiliary storage building may be placed upon a Lot, provided it meets the standards of the South Florida Building Code and provided that the plans and specifications showing the kind, shape, height, materials, color and location of the same shall have been submitted in writing and approved in writing by the Association's Board of Directors and all required permits are issued by the Building Department having jurisdiction prior to construction taking place. The Directors shall be permitted to employ aesthetic values in making its determinations.

ARTICLE VI. GENERAL PROVISIONS

1. Easements - Declarant (so long as it owns any LOT) and the Association, on their behalf and on behalf of all Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Areas in favor of Declarant or any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements benefitting or affecting the Subject Property. In connection with the grant, modification, relocation, abandonment or termination of any easement, Declarant reserves the right to relocate utility lines, and other improvements upon or serving the Subject Property. So long as the foregoing will not unreasonably and/or adversely interfere with the use of Lots for dwelling purposes, no consent of any Owner or any Mortgagee of any Lot shall be required or, if same would unreasonably and/or adversely interfere with the use of any Lot for dwelling purposes, only the consent of the Owners and Institutional Lenders of Lots so affected shall be required. A perpetual non-exclusive right of ingress and egress also is granted over Exhibit A, to the Town of Davie, Florida, Broward County, Florida and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities, and to such other persons as Declarant or the Association may designate from time to time. To the extent required, all Owners hereby irrevocably appoint Declarant and/or the Association as their attorney-in-fact for the foregoing purposes.

2. Enforcement - Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4. Amendment -

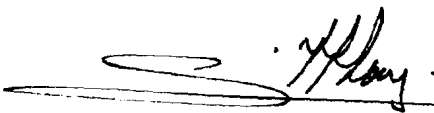
A. This Declaration may be amended upon the approval of not less than three-fourths (3/4ths) of the Owners, except that if any provision of this Declaration requires more than a three-fourths (3/4ths) vote of the Owners to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. In addition, so long as Declarant owns any Lot in the Subdivision, this Declaration may be amended from time to time, by Declarant without the consent of the Association or any Owner, and no amendment may be made by the Owners without the written joinder of Declarant. Such right of Declarant to amend this Declaration shall specifically include, but shall not be limited to, amendments required by any Institutional Lender or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this Declaration must first be recorded in the Public Records of the County in which the Subject Property is located, and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

B. No amendment shall discriminate against any Owner or class or group of Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owners affected by such amendment join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to Declarant, unless Declarant joins in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment.

5. Subordination - No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owners whose title is acquired by foreclosure, trustee's sale or otherwise.

6. Duration - All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of this Declaration, unless within such time one hundred (100%) percent of the Owners execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such fifty (50) years period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive period of ten (10) years each, until the majority of the votes of the entire membership of the Association execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any Termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of the County in which the Subject Property is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any Lot in the Subdivision.

NORTHSTAR ESTATES HOMEOWNERS ASSOCIATION
OF DAVIE, INC.



PRES.
SAM T. KHOURY

SUSCRIBED AND SWORN TO BEFORE ME
THIS 1st DAY OF APR 19 98, BY
SALIM T. KHOURY WHO

PRODUCED FX/DL
Allison M. Ellis
Notary Public



ALLISON M. ELLIS
COMMISSION # CC 432804
EXPIRES JAN 9, 1999
BONDED THRU
ATLANTIC BONDING CO., INC

BK 217969PGU404

