

Managed copy

**"SHANNON ESTATE HOMES"**

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING DOCUMENTS:

- 1) BYLAWS OF SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION.
- 2) ARTICLES OF AMENDMENT TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC. (f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., and a/f/k/a/ NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION)
- 3) AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SHANNON ESTATE HOMES (f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., and a/f/k/a/ NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION)

DATE: \_\_\_\_\_

BUYER(S): \_\_\_\_\_

\_\_\_\_\_



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

May 13, 2003

Randall K. Roger & Associates, P.A.  
621 NW 53rd Street, Suite 300  
Boca Raton, FL 33487

Re: Document Number N08677

The Articles of Amendment to the Articles of Incorporation for SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC. which changed its name to SHANNON LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on May 9, 2003.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Susan Payne  
Senior Section Administrator  
Division of Corporations

Letter Number: 403A00029324

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 9, 2003, to Articles of Incorporation for SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC. which changed its name to SHANNON LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N08677.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirteenth day of May, 2003



CR2EO22 (2-03)

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

**AMENDMENT TO  
ARTICLES OF INCORPORATION  
SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.**

(additions indicated by underlining, deletions by "----" and  
unaffected language by "...")

ARTICLES OF INCORPORATION  
OF  
SHANNON ESTATE HOMES LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

The name of the corporation shall be SHANNON LAKE MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. (f/k/a Shannon Estate Homes Homeowners Association, Inc. and a/f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. and, a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit, which is hereinafter referred to as the "Association."

Prepared by:

**Randall K. Roger & Associates, P.A.**  
621 NW 53<sup>rd</sup> Street, Suite 300  
Boca Raton, Florida 33487

INSTR # 102798595  
OR BK 34896 Pages 1341 - 1344  
RECORDED 04/07/03 15:33:55  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1913  
#1, 4 Pages

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SHANNON ESTATE HOMES F/K/A MEDICI ESTATES AND THE  
ARTICLES OF INCORPORATION AND BY-LAWS OF SHANNON ESTATE  
HOMES HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions for Shannon Estate Homes f/k/a Medici Estates, and Articles of Incorporation and By-Laws of Shannon Estate Homes Homeowners Association, Inc., Exhibits to the Declaration, as described in Official Records Book 17360 at Page 0952, of the Public Records of Broward County, Florida were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of FEB.,  
2003 ~~2002~~, at FT. LAUDERDALE, BROWARD County, Florida.

By: Geoff Slack as President

Print: Geoff Slack

Attest: Jami A. Haggerty

Print: Jami A. Haggerty

STATE OF FLORIDA  
COUNTY OF BROWARD


The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Feb, 2003 by GEFF SLACK as President and JAMI HAGGERTY as Secretary of Shannon Estate Homes Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign Bobbi Massoth

print Bobbi Massoth  
State of Florida at Large

My Commission Expires:

 Bobbi Massoth  
My Commission CC882477  
Expires October 24, 2003

**AMENDMENT TO  
THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SHANNON ESTATE HOMES, AND THE  
ARTICLES OF INCORPORATION AND BY-LAWS OF  
SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.**

(additions indicated by underlining, deletions by "----" and  
unaffected language by "...")

**ARTICLE 1**

**DEFINITIONS**

1.3. "Association" means Shannon Estate ~~Homes~~ Lake Estates Homeowners Association, Inc. (~~f/k/a Shannon Estate Homes Homeowners Association, Inc.~~ and a/f/k/a MEDICIESTATES HOMEOWNERS ASSOCIATION, INC. and, a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit, its successors and assigns.

1.18. "Property" means all the existing real estate, and any additions thereto, which is subject to this Declaration. The Property shall be commonly known as "Shannon Estate Homes Lake Estates".

**ARTICLE 4**

**PROPERTY RIGHTS IN THE COMMON AREAS**

4.1. Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Owners of all Lots. When all Lots proposed by the developer to be constructed within Shannon Estate ~~Homes~~ Lake Estates have been conveyed to Owners, and have been completed, the Developer shall convey the record fee simple title to the Common Areas to the Association by quitclaim deed, and the Association shall accept such conveyance, holding title for the benefit of the Owners. Beginning upon the date these covenants are recorded, the Association shall be responsible for the maintenance of the Common Areas, in a continuous and satisfactory manner without cost to the general taxpayers of Broward County or the City of Sunrise, Florida. It is intended that all real estate taxes levied against the Common Areas shall be proportionately assessed against and payable as part of the real estate taxes on the Lots. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of same from and after the date this Declaration is recorded. Such taxes shall be

prorated between the Developer and the Association as of the date of such recordation. The Developer shall have the right to enter upon and use the Common Areas as long as it owns any Lot including, but not limited to, during periods of construction of any improvements on the Common Areas that the Developer elects to build. The Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sale of the Lots.

ARTICLES OF INCORPORATION  
OF  
SHANNON ESTATE HOMES LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

The name of the corporation shall be SHANNON LAKE MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. (f/k/a Shannon Estate Homes Homeowners Association, Inc. and a/f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. and, a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit, which is hereinafter referred to as the "Association."

BYLAWS  
OF  
SHANNON ESTATE HOMES LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

The name of the corporation is ~~SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.~~ SHANNON LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association". The principal office of the Association shall be located at Miami-Dade County, Florida, but meetings of members and directors may be held at such places within Miami-Dade or Broward County, Florida, as may be designated by the Board of Directors.

ARTICLE 2

DEFINITIONS

2.3 "Association" means ~~SHANNON ESTATE HOMES LAKE ESTATES~~ HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

...

2.18 "Property" means all the existing real estate, and any additions thereto, which is subject to the Declaration of Covenants and Restrictions for Shannon Estate ~~Homes Lake~~ Estates. The Property shall be commonly known as "~~Shannon Estate Homes Lake Estates~~".

...

ARTICLE 14

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Shannon Estate ~~Homes Lake~~ Estates Homeowners Association, Inc., a Florida corporation not for profit and the year of incorporation.



**ARTICLES OF AMENDMENT**

to

**ARTICLES OF INCORPORATION**

of

Shannon Estate Homes Homeowners Association, Inc  
(present name)

ND8677

(Document Number of Corporation (If known))

*Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.*

**FIRST:** Amendment(s) adopted: (INDICATE ARTICLE NUMBER (S) BEING AMENDED, ADDED OR DELETED.)

Article 1

**SECOND:** The date of adoption of the amendment(s) was: 10-19-02

**THIRD:** Adoption of Amendment (CHECK ONE)

- The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

Muri Slack

Signature of Chairman, Vice Chairman, President or other officer

GERI Slack

Typed or printed name

PRESIDENT

Title

4-10-03

Date

**AMENDMENT TO  
ARTICLES OF INCORPORATION  
SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.**

(additions indicated by underlining, deletions by "----" and  
unaffected language by "...")

**ARTICLES OF INCORPORATION  
OF  
SHANNON ESTATE ~~HOMES~~ LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1**

**NAME**

The name of the corporation shall be SHANNON LAKE MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. (f/k/a Shannon Estate Homes Homeowners Association, Inc. and a/f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC. and, a/f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit, which is hereinafter referred to as the "Association."

Prepared by:  
Kaye & Roger, P.A.  
6261 NW 6th Way  
Suite 103  
Ft. Lauderdale, FL 33309

INSTR # 102731111  
OR BK 34755 Pages 1186 - 1188  
RECORDED 03/15/03 10:38:55  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 2165  
#1, 3 Pages

**CERTIFICATE OF AMENDMENT  
OF  
THE ARTICLES OF INCORPORATION AND BY-LAWS OF  
SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC**

WE HEREBY CERTIFY THAT the attached amendments to the Articles of Incorporation and By-Laws, an exhibit to the Declaration of Covenants and Restrictions of Shannon Estate Homes, as described in Official Records Book 17360 at Page 952 of the Public Records of Broward County, Florida were duly adopted in accordance with the Articles of Incorporation and By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of Nov., 2002, at SUNRISE, Broward County, Florida.

By: Gerri Slack as President

Print: Gerri Slack

Attest: Jami Haggerty

Print: Jami Haggerty

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Nov. 2002, by GERI SLACK as President and JAMI HAGGERTY as Secretary of Shannon Estate Homes Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

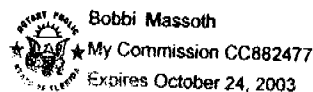
NOTARY PUBLIC:

sign Bobbi Massoth

print Bobbi Massoth

State of Florida at Large

My Commission Expires:



3

AMENDMENT TO THE  
ARTICLES OF INCORPORATION AND BY-LAWS OF  
SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----" and  
unaffected language by "...")

ARTICLE 6

BOARD OF DIRECTORS

...

6.2. Board of Directors. The names and addresses of the Persons constituting the current Board of Directors, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

NAME	ADDRESS
Alan Ojeda	848 Brickell Avenue Suite1010 Miami, Florida 33131
Maria Castro	848 Brickell Avenue Suite1010 Miami, Florida 33131
Harry Mangos	1103 NW 132 Avenue Sunrise, Florida 33325

~~At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a term of two (2) years. Commencing with the Annual Meeting of July, 2002, Directors' terms of service shall be as set forth in the By-Laws.~~

## TO THE BY-LAWS

### ARTICLE 4

#### BOARD OF DIRECTORS

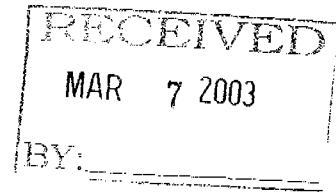
...

4.2 Term of Office. Effective as of the annual election in 2002, the term of each Director's service shall be for one (1) year or until his or her successor is duly elected and qualified. ~~The initial Board of Directors designated in the Articles shall serve until the Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) Director for a term of three (3) years. If a Directors for any reason ceases to be a Directors, the remaining Directors may elect a successor to fill the vacancy for the balance of the unexpired term.~~

...



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State



March 5, 2003

SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC.  
% MIAMI MANAGEMENT  
1189 Sawgrass Corporate Parkway  
Sunrise, FL 33323

Re: Document Number N08677

The Articles of Amendment to the Articles of Incorporation for SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on February 28, 2003.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Louise Flemming-Jackson  
Document Specialist Supervisor  
Division of Corporations

Letter Number: 903A00013973

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 28, 2003, to Articles of Incorporation for SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N08677.



CR2EO22 (2-03)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifth day of March, 2003

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State





AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
SHANNON ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----" and  
unaffected language by "...")

ARTICLE 6

BOARD OF DIRECTORS

...

6.2. Board of Directors. The names and addresses of the Persons constituting the current Board of Directors, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

NAME	ADDRESS
Alan Ojeda	848 Brickell Avenue Suite1010 Miami, Florida 33131
Maria Castro	848 Brickell Avenue Suite1010 Miami, Florida 33131
Harry Mangos	1103 NW 132 Avenue Sunrise, Florida 33325

~~At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a term of two (2) years. Commencing with the Annual Meeting of July, 2002, Directors' terms of service shall be as set forth in the By-Laws.~~

98-601551 T#001  
10-14-98 09:05AM

Prepared by/Return to:  
Broward Limited, LTD  
c/o Miami Management  
1189 Sawgrass Corporate Parkway  
Sunrise, FL 33323

Shannon Estates Homeowners Association - Amendments to existing documents.  
New Text Underlined

Changes to Section 7.8 - Entitled: Commercial Trucks, Trailers, Campers and Boats Under Use Restrictions:

No Commercial trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers or trailers of every other description shall not be permitted to be parked or to be stored on any lot in Shannon Estates, at any time, for a period longer than twenty-four (24) hours, except that (i) such vehicle may be parked on a Lot during periods of approved construction on such Lot; (ii) such vehicles may be stored within garages or behind patio walls or in designated areas not visible from the Common Areas as from other Lots, (iii) such vehicles may be used by the Association or other permitted entities, whether in connection with the maintenance of the Common Areas or otherwise. This prohibition of parking shall not apply to the Developer's sales office or other sales areas of the Developer or to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery include any van with windows to service the rear seats; the term "commercial vehicle shall include any vehicle which contains any trade or business name or any advertising whatsoever on the body of such vehicle or storage of commercial debris and property.

PARKING:

No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the roadways, sidewalks or swale areas of Shannon Estates at any time. This regulation shall not apply to: (i) residents who have construction in progress on their home or property; (ii) prohibit routine deliveries by tradesman, or the use of trucks or commercial vehicles making service calls.

No vehicle shall be maintained or repaired upon portion of the property except within a closed garage and totally isolated from public view. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current license plats shall not remain upon any portion of the property, except within a wholly enclosed garage fully shielded from view.

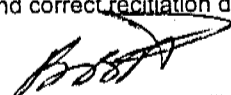
SIGNS:

Only one (1) sign not to exceed 2X2 in size advertising homes for "sale" or "lease" may be displayed. Signs must be professionally made and rider signs are prohibited. No owner or resident of Shannon Estates shall display any sign, advertisement or notice of any type on private property or common areas. "Open House" and "Garage Sale" signs, require Association approval by the Board of Directors, prior to sign being installed.

RULE MAKING POWER BY BOARD OF DIRECTORS:


The Use Restrictions set forth in this document shall not be deemed to be all inclusive or restrict the right of the Association to adopt such reasonable rules and regulations governing the use of Shannon Estates as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful Shannon Estates residents without discriminating on the basis of a home being occupied by an owner or lease.

The undersigned hereby certifies that the above is a true and correct recitation dated this 2nd day of September, 1998.

  
Bobby Baillio, Vice President  
Shannon Estates Homeowners Association

I HEREBY CERTIFY that on this 28th day of September, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Bobby Baillio, II well known to me or has produced himself identification that he is the VICE PRESIDENT of the Shannon Estates Homeowners Association Corporation and he acknowledges executing the incorporated AMENDMENT voluntarily under the authority vested in him by this Corporation.

  
NOTARY PUBLIC STATE OF FLORIDA

  
Printed name of Notary Public

  
Heather Zingmond  
MY COMMISSION # 00527727 EXPIRES  
January 27, 2000  
BONDED THRU TROY PAUN INSURANCE, INC.

  
Heather Zingmond  
MY COMMISSION # 00527727 EXPIRES  
January 27, 2000  
BONDED THRU TROY PAUN INSURANCE, INC.

BK 2891 PG 1884



1298-007



FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

September 21, 1994

MARK D. THOMSON  
100 W. CYPRESS CREEK ROAD  
SUITE 700, TRADE CENTRE SOUTH  
FT. LAUDERDALE, FL 33309

Re: Document Number N08677

The Articles of Amendment to the Articles of Incorporation of SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on September 15, 1994.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Linda Stitt  
Corporate Specialist  
Division of Corporations

Letter Number: 394A00042349

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

G:\MDT\1298\1298007B.TAM

This Instrument Prepared by  
and return to:

WILL CALL *Tri-Country* for

Mark D. Thomson, Esq.  
Greenspoon Marder Hirschfeld  
& Rafkin, P.A.  
100 West Cypress Creek Road  
Suite 700  
Fort Lauderdale, Florida 33309

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
SHANNON ESTATE HOMES (f/k/a MEDICI ESTATES)**

THIS THIRD AMENDMENT to the Declaration of Covenants and Restrictions for Medici Estates (this "Third Amendment"), dated this 31<sup>st</sup> day of AUGUST, 1994, is made by BROWARD 122, LTD., a Florida limited partnership (the "Developer") and SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC. (f/k/a MEDICI ESTATES HOMEOWNERS ASSOCIATION, INC., and also f/k/a NEW ORLEANS LAKESITES FIRST ADDITION HOME OWNERS ASSOCIATION, INC.), a Florida corporation not for profit (the "Association").

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants and Restrictions for Medici Estates, dated April 18, 1990 (the "Declaration") was recorded in Official Records Book 17360, at Page 952, of the Public Records of Broward County, Florida; and

WHEREAS, a First Amendment to the Declaration was recorded on June 19, 1990, in Official Records Book 17513, at Page 979 of the Public Records of Broward County, Florida; and

WHEREAS, a Second Amendment to the Declaration was recorded on April 6, 1994 in Official Records Book 21969, at Page 400 of the Public Records of Broward County, Florida; and

WHEREAS, the Association and the Developer wish to record this Third Amendment to reflect additional Amendments, changes and modifications to the Declaration; and

WHEREAS, pursuant to Article 9 of the Declaration, so long as the Developer is the Owner of any Lot affected by the Declaration, the Declaration may be amended, changed, added to or portions may be deleted at any time, and from time to time by the Developer by a duly executed and recorded instrument. In addition, pursuant to

Double Underline text indicates additions.  
Strike-through indicates deletions.

WM22606PC0351

*C*

Article 9, the Developer may, without the consent of Class A members annex into the Property (as defined in Article 1, Section 1.18 of the Declaration) additional Lots or Common Areas by filing an Amendment to the Declaration in the Public Records of Broward County, Florida, executed and acknowledged by the Developer; and

WHEREAS, the amendments set forth herein do not materially or adversely affect any Owner's property rights.

NOW, THEREFORE, the Declaration of Covenants and Restrictions for Shannon Estate Homes is amended as hereinafter set-forth.

Article 1 is hereby amended as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.6 "Common Areas" means all the Property, including the Lake owned by or dedicated to the Association and designated for the use and benefit of Owners and such additional parcels of land as may from time to time be designated by Developer as Common Areas under these Covenants and Restrictions, each such designation to be by recorded instrument. The term "Common Areas" shall also include any improvements within the Common Areas, including landscaping, sidewalks, swells and entrance features, the Entrance Wall, the fountain entry feature with planters, the gated back entry and its landscaping, the landscape hedging in front of the Entry Wall, and the irrigation system, including all plumbing, mechanical and electrical appurtenances in connection therewith, located in front of and behind the Entry Wall along N.W. 8th Street, the gated rear entry to the Property and throughout the other Common Areas, and any other improvement which the Developer or the Association may construct on the Common Areas. The "Common Areas" shall also include:

Lot 1, in Block 7 of NEW ORLEANS LAKESITES FIRST ADDITION, according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

1.10 "Entrance Wall" means a wall, together with an additional landscape hedge in front of the wall, ~~to be~~ constructed by the Developer and a portion of the Property adjacent to Northwest 8th Street in the City of Sunrise, Florida. The Entrance Wall shall be a part of the Common Areas.

1.13 "Lake" means the private lake, together with the Lake Fountain, which is included as part of the Common Areas and which is shown on the Plat of NEW ORLEANS LAKESITES FIRST ADDITION according to the Plat thereof recorded in Plat Book 123, Page 37 of the Public Records of Broward County, Florida.

Double Underline text indicates additions.  
Strike-through indicates deletions.

Article 5 is hereby amended as follows:

ARTICLE 5

ASSESSMENTS

5.5 Working Capital Fund. At the closing of the title of each Lot sold by Developer, the purchase of the Lot thereby becoming an Owner, shall pay a one-time charge of ~~\$25.00~~ a sum equivalent to two (2) months of Regular Assessments then in effect at the time of such closing to the Association, to the working capital fund of the Association. Each Owner shall pay the ~~\$25.00~~ two (2) month regular assessment charge on each Lot acquired by such Owner. All contributions to the working capital fund shall be held by the Association for Common Expenses and said fund shall be used and applied by the Association for Common Expenses and for such other common purposes as the Association deems appropriate. The one-time ~~\$25.00~~ two (2) month regular assessment charge under this Section shall not be considered as an advance payment of any Assessment.

5.7 Effect of Nonpayment of Assessments. If any Assessments, including Limited Assessments, are not paid within fifteen (15) days after the date when due, then a ten (\$10.00) dollar late fee shall also be assessed against the delinquent Owner and shall be added to such Assessment(s) or Limited Assessment(s), and such Assessments shall become delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien on the Lot against which the Assessment was levied. The lien for an Assessment shall encumber a Lot in the hands of the Owner owing the Assessment, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Owner to pay an Assessment, however, shall remain his personal obligation (and shall be the joint and several obligation of each Owner in the event of joint ownership of a Lot) for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

Article 7 is hereby amended as follows:

ARTICLE 7

ASSESSMENTS

7.2 Changes to Homes and Lots. No Owner shall make or permit any modification or authorization to the exterior of any Home, or construct any fence, wall or other structure on a Lot, except with the prior written consent of the Board, which consent maybe withheld by the Board for purely aesthetic reasons. All fences must be of wooden material and be of the shadow box style, the

Double Underline text indicates additions.  
Strike through indicates deletions.

*3rd Amendment  
8-31-94*

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height of which must conform to the City of Sunrise Code Requirements, and shall be painted white only. All fences on the rear of any Lake Lots must be only white aluminum railing fences installed at a height allowed by the City of Sunrise Code. In addition to the requirement of written consent by the Board, no fence of any kind shall be installed on any Lot without first obtaining all required governmental approvals and permits.

7.5 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing surfaces and colors on each Home may be maintained as the originally installed, without prior approval of the Board, but the prior approval by the Board shall be necessary before any such exterior finishing or color is changed. The landscaping of each Home, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by the Developer unless the prior approval for any change is obtained from the Board. No owner shall place objects such as bicycles, toys, barbecue grills, etc., on his Lot unless such objects are concealed from the view of rights of way, the Common Areas and other Lots; however, customary outdoor furniture shall be permitted on the Lot. Statutes, statuettes and similar structures shall not be permitted within any front yard area, visible from the adjacent street, on any Lot. All garage doors, including front, side and rear garage doors shall be kept closed except during access and egress to and from the garages, and shall not be left open for an extended unreasonable period of time.

7.14 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. All pets must either be on a leash or within a pet carrier or car at all times when outside the Owner's dwelling. No Owner shall permit his pet to become a nuisance or annoyance to any neighbor.

All of the terms and provisions of the Declaration of Covenants and Restrictions for Shannon Estate Homes (f/k/a Medici Estates), not specifically amended or altered hereby shall continue in full force and effect.

IN WITNESS WHEREOF, BROWARD 122, LTD. and SHANNON ESTATE HOMES HOMEOWNERS ASSOCIATION, INC., have caused these presence to be executed in their name and their seals affixed hereto this 31<sup>st</sup> day of AUGUST, 1994.

[signatures and acknowledgements follow]

Double Underline text indicates additions.  
Strike through indicates deletions.