

~~subject to the Rules and Regulations established by the Board.~~

~~(v) No vehicle which cannot operate on its own power shall remain on the Property for more than 24 hours, and no repair of vehicles shall be made on the Property.~~

~~(w) Payments of monthly Assessments shall be made at the office of Management Firm. Payments made in the form of checks shall be made to the order of such party as the Board shall designate. Payments of Assessments are due on the first day of each month, and if such payments are late, are subject to charges, as provided in the Declaration.~~

~~(x) Corporation and Management Firm, their agents, employees, and licensees shall have the irrevocable right to have access to each Unit from time to time during reasonable hours, for maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein to prevent damage to the Common Elements or to another Unit.~~

ARTICLE XVII

RULES AND REGULATIONS

Section 1. All Areas Other Than Units. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management, and control of the Property, Common Elements, and Limited Common Elements, and any other facilities or services made available to Owners. A copy of the adopted rules and regulations shall be posted in a conspicuous place within the Property.

Section 2. Units. The Board may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of Units. Copies of such rules and regulations shall be posted in a conspicuous place on the Property prior to the time that they become effective, and copies of same shall be furnished to each Owner seventy-two (72) hours prior to the time they become effective.

Section 3. Recreation Areas and Facilities. The use of the Association's recreational areas and facilities which are Common Elements and Limited Common Elements shall at all times be subject to the rules and regulations adopted

by the Board of Directors.

Section 4. Existing Rules and Regulations. The rules and regulations listed herein shall be deemed to be in effect until amended by the Board of Directors and shall apply to and be binding upon all Owners. Owners shall at all times comply with these rules and regulations and shall use their best efforts to see that they are observed and complied with by their families, guests, invitees, and lessees approved by the Board of Directors pursuant to Article XIX, Section 10 (b)(2) of these Bylaws, and persons over whom they exercise control and supervision. The rules and regulations are as follows:

Section 5: Use of Units.

(a) Owners shall occupy and use their Units as a single-family private dwelling for themselves, the members of their families, their social guests and invitees.

(b) Owners shall not use or permit the use of their Units in a manner which would be disturbing to or be a nuisance to other Owners, or in a manner which would be illegal, immoral, improper, or which would cause damage or injury to the reputation of the Property.

(c) Owners and occupants of Units shall exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers, or other loudspeakers, so as not to disturb other persons occupying other Units; no musical instrument shall be played and no phonograph, radio, television set, or other loudspeaker will be allowed to be operated or played in any Unit between the hours of 11:00 PM and the following 8:00 AM, if the same shall disturb or annoy other occupants of Units.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls of a Building. No sign, awning, canopy, screen, or similar items, radio or television antennas, shall be affixed to or placed upon the exterior walls or roof, or any part thereof except with the approval of the Board of Directors. No clothes, sheets, blankets, laundry, or any kind of article shall be hung out or exposed on any part of the Common Elements, Limited Common Elements, on or in the carports and patios, or any part of the exterior of

a Building. The Common Elements and Limited Common Elements and the patios and carports shall be kept free and clear of rubbish, debris, empty boxes or boxes used for storage of clothes and/or other materials, and other unsightly materials and such areas shall not be obstructed, littered, defaced, or misused in any manner.

(e) No rugs or other articles may be dusted from the windows of a Unit.

(f) No cooking shall be permitted on any patio or entry way, the Limited Common Elements, or on the Property, except in such area, if any, designated by the Board of Directors. Grilles, however, are permitted, provided that said grilles are located away from any overhang or roof area

(g) Owners shall not place any item on or upon any portion of the Common Elements or Limited Common Elements except with the approval of and as designated by the Board of Directors.

(h) In order to maintain the cleanliness of the Property, food and beverages may not be consumed outside of a Unit, except on designated areas, if any.

(i) No wasting of property shall be permitted.

(j) Owners will maintain their Units, at all times in compliance with all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction over the Association's Property.

(k) No repairs will be performed within a Unit by an Owner, contractor, or subcontractor prior to 8:00 A.M. or subsequent to 5:00 P.M. No work will be performed on Sunday, except for emergency repairs.

(l) No Owner shall permit any structural modification or alteration to be made within a Unit without first obtaining the written consent of the Board of Directors, which consent may be withheld in the event that a majority of the Board of Directors determines, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Association's Property. If the modification or alteration desired by the Owner involves the removal of any permanent

interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements. No Owner shall cause the windows abutting the Owner's Unit to be enclosed, increased in size, altered, or cause improvements or changes to any windows of the exterior of the property. This prohibition includes but is not limited to painting or other decorating, canopies, the installation of electrical wiring, television antennas, machines, or air conditioning units, which may protrude through the walls or roof of the Property or which would in any manner change the appearance of any portion of the Property. Notwithstanding any thing to the contrary contained above, Owners may replace the front entrance doors to their Units with "Fan Light" doors.

(m) The Board of Directors shall not have the right to make, or cause to be made, such "alterations or improvements to the Common Elements or Limited Common Elements which prejudice the rights of an Owner in the use and enjoyment of the Owner's Unit, unless in such instance, such Owner's written consent has been obtained. The making of such alterations and improvements must be approved by the Board of Directors and the cost of such alterations or improvements shall be assessed as a Common Expense to be collected from all Owners. However, where any alterations or improvements are exclusively or substantially for the benefit of the Owner requesting same, the cost of such alterations and improvements shall be assessed against and collected solely from the Owner exclusively or substantially benefited. Such Assessment is to be levied in such proportion as may be determined by the Board of Directors.

(n) Nothing shall be done or kept in a Unit which will either increase the Association's cost of insurance or result in the insurance being canceled.

(o) No "Sold", "For Sale", or "For Rent" signs or other window displays or advertising shall be maintained or permitted on any part of the Property or in any Unit.

Section 6. Home Occupation.

(a) No industry, business, trade, occupation, or a profession of any kind, whether commercial, religious, educational, or otherwise, (hereinafter referred to as "home occupations"), shall be conducted, maintained, or permitted on any part of the Property or in any Unit unless the home occupation is secondary to the use of the Unit for residential purposes, it does not change the character of the Unit, and it is conducted in accordance with the following provisions and with any other restrictions that are contained in these Bylaws:

(1) No person other than individuals residing in the Unit shall be engaged in the home occupation;

(2) There shall be no display of goods, machinery, or equipment nor any performance of work visible or audible from any street or adjoining property, nor shall there be any sign identifying or providing any information of any nature regarding the home occupation;

(3) There shall be no retail sales, repair, manufacturing, or the storage of merchandise on the premises, including hazardous materials;

(4) No home occupation shall generate or attract unsafe, excessive, or hazardous vehicular or pedestrian traffic to the Unit;

(5) No home occupation shall be conducted in any accessory building;

(6) No home occupation shall occupy more than 25% of the total floor area of the Unit, exclusive of any open porch or similar space not intended to be occupied as living quarters;

(7) The Unit Owner may use the Owner's home address only for receiving mail and not for any advertising purposes;

(8) No employee or independent contractor of any type shall be permitted at the Unit at any time in connection with the home occupation;

(9) The Unit Owner has applied to and obtained

from the City of Weston, Florida an occupational license authorizing the home occupation to be conducted in the Owner's Unit.

(10) Consultation with one individual at a time for the purpose of giving individual instruction to that one person shall be deemed to be a home occupation. Group consultation of any type shall be considered to be a business enterprise not eligible for consideration as a home occupation. "Group" is defined as two or more persons.

Section 7. Household Pets.

(a) An Owner may keep no more than two (2) household pets on the Property so long as such pets do not constitute a nuisance or interfere with the quiet enjoyment of the Property by other Owners. A household pet is defined as either a dog, cat, bird, or hamster. No other species of animals shall be considered to be a household pet and, therefore, shall not be permitted on the Association's property or in any Unit. Dogs in excess of 35 pounds in weight shall not be considered to be a household pet and, therefore, shall not be permitted on the Association's property or in any Unit. The following species of dogs, including crosses of these breeds, shall not be considered a household pet and, therefore, shall not be permitted on the Association's property or in any Unit: Pit Bull Terriers, Rottweilers, Chow Chows, German Shepherds, wolf hybrids or Doberman Pinschers. No so-called exotic pets, i.e. snakes, lizards, alligators, pigs, etc. shall be permitted on the Property or in any Unit. Household pets will be subject to the following regulations:

(b) A household pet will not be allowed out of the Owner's Unit unless it is in the custody of and control of the Owner or another person authorized by the Owner to be with the household pet, and is on a leash and the leash must be in the hand of the Owner or the person authorized by the Owner to be with the household pet. Any damage to the Property will be the full responsibility of the Unit Owner who owns the pet and the Owner shall pay for any and all expenses involved in restoring damaged property to its original, new condition.

(c) The Owner shall be financially responsible for any personal injury or personal property damage caused by a household pet to any Owner, occupant, guest, licensee, or employee of the Association and shall indemnify the

Association for any damages assessed against the Association by a any judicial entity as a result of said damage caused by the household pet, including any court costs and legal fees.

(d) Any droppings of a household pet shall be immediately removed from the property by the person who has custody of the household pet.

(e) Any Owner who has two or more household pets at the time these Bylaws are adopted by the Owners may keep all of the Owner's household pets. When one of the retained household pets dies or is lost, and there are two remaining household pets, such Owner shall not be entitled to replace such dead or lost pet. If, however, there is only one household pet remaining, the Owner may replace the dead or lost household pet.

Section 8. Vehicles.

(a) The Property contains one and one-half (1½) automobile parking spaces for each Unit; one parking space has been assigned to each Unit as a Limited Common Element and the other parking space has been designated as a Common Element. Use of all parking spaces shall, at all times, be subject to the Rules and Regulations established by the Board of Directors. All vehicles of Owners and members of

the Owners' families residing with such Owners must, at all times, be parked first in the carports of the Owners' Units and then, if necessary, may be parked in the guest parking spaces.

(b) Any vehicle owned by a Unit Owner, guest, or invitee, is subject to towing when not in compliance with the following vehicle Rules and Regulations and the cost of towing is at the vehicle's owner's expense and subject to reimbursement to the Association. The following vehicles shall not be parked in a Unit Owner's carport or driveway, or in the guest parking spaces or on a street of the Association's property:

(1) luxury passenger limousines, limousine type type vehicles, hearses, or "hummer" type vehicles, except when picking up/dropping off residents and their guests/invitees;

(2) buses or recreational vehicles (RVs), including pick-up trucks with bed mounted camper tops or slide-ins, trail behind type campers, including "pop-ups", motor homes, or other types, including bus/box van type conversions;

(3) motorcycles, or trike or tricycle type vehicles/motorcycles;

(4) mo-peds, go-peds, go-carts, "mini-bikes", dune buggies, or "rail" type vehicles;

(5) "dually" type vehicles. ("Dually is described as any two tires attached/mounted side by side, sidewall to sidewall, and located on one or both sides of an axle), except law enforcement/rescue vehicles when involved in official operations, contractors employed by the Board of Directors on behalf of the Association, or employed by a Unit Owner for maintenance to the Owner's Unit;

(6) boats, jet-skis, wave runners, ATC's, ATV's or their trailers;

(7) aircraft (hang glider, sail plane, ultra light, etc.), or their storage type trailers;

(8) utility type trailers, except when used by a contractor on behalf of the Board of Directors for the Association, or a Unit Owner for repair/maintenance to the Owner's Unit;

(9) any vehicle with exterior mounted tools tools(vices, winches, water coolers, etc,) except for contractors, law enforcement/rescue vehicles when used during official operations;

(10) any vehicle which is longer than two hundred twenty-two (222) inches, bumper to bumper, or is higher than seventy (77) inches at its highest point, or which cannot fit totally under the carport of the Unit.

(c) Vehicles must remain in a mechanically operable condition, free of fluid leaks. Broken down vehicles must be removed/repared within 72 hours.

(d) Flat tires must be repaired within seventy-two

(72) hours.

(e) No "For Sale", "For Rent" or other like/type signs or markings may be displayed on any portion of a vehicle while on the Association's Property.

(f) All vehicles must clearly display a non-expired permanent (state/federal) license plate.

(g) Emission/exhaust systems may not be so loud so as to disturb others.

(h) No vehicle may utilize an air, hydraulic or other type "lifter" or "riser" system to expand the height of a vehicle beyond the manufacturer's height specifications at factory assembly.

(i) Commercial vehicles are not permitted to be continually parked on the Association's Property, except in performance of their work. The following are "commercial" vehicles:

(1) Any vehicle bearing letters, numerals, decals, or signage of any type than can be construed as commercial advertising, internet websites, etc.;

(2) Any vehicle designed wholly or partially for utilitarian use whether any type of equipment is visible, or the vehicle is constructed in such a way where it stores commercial equipment or items in a concealed or open compartment.

(3) Vehicle stereo systems may not be operated in a manner so as to disturb others.

(4) No vehicle belonging to an Owner or to a member of the Owner's family or to a guest, or lessee approved by the Board of Directors pursuant to Article XIX Section 10(b)(2) of these Bylaws, or invitee of the Owner may be parked on the streets of the Association or on the lawns of the Association's Property.

SECTION 9. PICK-UP TRUCKS, SUV'S AND PASSENGER VANS.

(a) The following vehicles are considered "full sized/mid-sized" pick-up trucks, sport utility vehicles (SUV's) and passenger vans and, therefore, may be parked in

the Owner's carport or guest parking spaces:

(1) Full-size examples of pick-up trucks are: Ford 150 series, Toyota Tundra/T-100, Chevy Avalanche/Silverado, Lincoln Blackwood and like sized pick-up trucks;

(2) Full-size examples of SUV's are: Ford Excursion/Expedition, Chevy Suburban, Toyota Land Cruiser/Sequoia, Lexus 470, and like sized SUV's, and older models Ford Bronco, Chevy Blazer, Dodge Ramcharger, GMC Sierra Classic and like type/sized vehicles;

(3) Full-size examples of passenger vans are: Chevrolet 1500 series (passenger model), Ford Club Wagon and like sized vans;

(4) Mid-sized examples of pick-up trucks are: Dodge Dakota and like-sized pick-up trucks;

(5) Mid-sized examples of SUV's are: Dodge Durango, Lexus LX 300, Ford Explorer, BMW XS, Mercedes ML 320/430 and like-sized SUV's;

(6) Mid-sized examples of passenger vans are: Dodge Caravan, Ford Astro, Chevrolet Lumina APV, Pontiac Transport SE and like-sized vans.

(b) All pick-up trucks, SUV's and passenger vans that are not described above are prohibited from parking on the Association's property.

(c) All pick-up trucks, SUV's and passenger vans are limited to passenger use only.

(d) When parked on the Association's Property, the beds of all pick-up trucks shall be covered by a Tonneau cover that covers the entire length and width of the bed, but shall not extend beyond the natural width and length of the vehicle's manufacturer's factory type bed "rail" area. The cover shall not exceed the height of the cab's rear window glass pane, lowest horizontal point.

Section 10. Sales and Leasing of Units.(a) Sales:

(1) All prospective purchasers of an Owner's Unit must file with the secretary of the Association an application for approval of the sale together with a non-refundable \$100.00 screening fee, a fully signed copy of the sale contract and any and all required and/or requested documentation. The Board of Directors shall schedule an interview date with the applicant. Prospective owners are not permitted to occupy the Unit being sold until after they have met with the interview committee appointed by the Board of Directors and receive written notification of their approval by the Board of Directors.

(2) No offer to sell or purchase shall be made or accepted, no offer to sell or purchase shall be deemed bona fide, and no notice to the Association of an offer to sell or purchase shall be made and accepted, unless the offer is accompanied by a down-payment of no less than ten percent (10%) of the sale or purchase price. The source of the down-payment cannot originate or come from the seller, or any bank, insurance company, mortgage broker, lending institution, real estate company, governmental agency, or any other person or entity in the business of lending money on real estate. The down-payment must be unrestricted and unconditional, and no person or entity shall have any right of recourse against the purchaser to recover or recoup all or any portion of the down-payment. Under no circumstances shall the outstanding indebtedness for the purchase of a Unit exceed ninety percent (90%) of the purchase price. Any offer to sell or purchase that does not comply with this provision shall be void ab initio and shall be deemed a failure of the proposed purchaser or transferee to qualify for membership in the Association and the transfer shall not be made. If the proposed sale or other transfer is completed in violation of this provision, the purchaser or transferee shall not be entitled to occupy the Unit.

(b) Leasing:

(1) Owners of Units in the Association shall occupy and use their Units as a private dwelling for themselves and their immediate family, and for no other purpose. Therefore, the leasing of units to others for any

term or period of time is prohibited.

Section 11. Miscellaneous.

(a) Payments of monthly Assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of the Association. Payments of Assessments are due on the first day of each month, and if such payments are late, are subject to charges, as provided in the Declaration.

(b) The Association, its agents, employees, and licensees shall have the irrevocable right to have access to each Unit from time to time during reasonable hours, for maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein to prevent damage to the Common Elements or to another Unit.

ARTICLE XIX

~~RELATIONSHIP WITH TOWN CENTER CLUB ASSOCIATION, INC. Corporation recognizes that Developer will, assuming Developer sells and consummates the sale of 1,200 units, be constructing the Club. See Article XXI of the Declaration of Condominium, to which these Bylaws are attached as an exhibit, for specific details relating to the Club. At such time as the Club is completed, each Owner will be required to pay a monthly sum of money as his equal share of the cost of operating and maintaining the Club. When applicable, this Corporation does herein agree to include a category in its Budget for Club Maintenance Assessments. The amount of this annual Club Maintenance Assessment has been established for the first three full years after the issuance of a Certificate of Occupancy for the Club, at Twenty Dollars (\$20) per Unit per month, and, after the first three full years of Club operation, at whatever amount is derived by following the procedure set forth in the Declaration and, thereafter, multiplying each Unit's equal share by the number of Units in this Condominium.~~

ARTICLE XVIII

CONFLICT

If there is any conflict between the adopted Bylaws, the Condominium Documents (with the exception of the

Restrictions), or the Act, Florida Statutes, the provisions of these Bylaws shall prevail unless prohibited by law. ~~If there is any conflict with respect to the interpretation of these Bylaws and the Management Agreement, if any, the provisions of the Bylaws shall prevail.~~ If there is a conflict between these Bylaws and the Restrictions, the provisions of the Restrictions shall prevail. All other provisions of the Act ~~the Florida Statutes~~ not in conflict with these Bylaws, although not specifically set forth herein, shall pertain to and govern the operation and administration of this Corporation Association.

ARTICLE XXI

MANAGEMENT AGREEMENT - FLORIDA STATUTES

~~This Corporation has entered into a Management Agreement which has created certain obligations and duties relating to the operation and management of the Property. The Act allows Owners to cancel a management agreement under certain circumstances and conditions. One of the listed conditions requires this Corporation to be under the control of its Members. This Corporation and its Members acknowledge and agree that this Corporation shall come under the full control of Members only on the date that Members, rather than Developer, elect a majority of Directors at a meeting of the Membership, called for that purpose in accordance with the provisions of these Bylaws.~~

ARTICLE XXII XIX

CONSTRUCTION

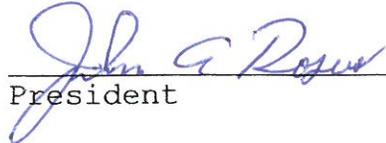
Whenever the masculine singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular, or plural, wherever the context so required.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

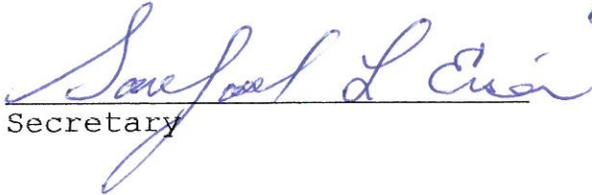
ARTICLE XX

ADOPTION OF BYLAWS

These amended and restated Bylaws were adopted by ~~Corperation~~ the Association on December 30th, 192003, at a duly convened meeting of the Board Members.



President



Secretary