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CORAL SPRINGS, FLORIDA 33071

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR COCO PALMS**

THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 7th day of July, 1992, by Cocopalms Development Group, a Florida General Partnership ("Declarant"), and is joined in by Cocopalms Homeowners' Association, Inc., a Florida non-profit corporation ("Association")

92387814 STATEMENT OF BACKGROUND INFORMATION

- A. Declarant is the owner of the Initial Property.
- B. The Property will be developed as a planned development use project to be known as "Cocopalms".
- C. This Declaration is intended to govern the development of the Initial Property and any other Property hereafter submitted to this Declaration developed for residential and related purposes (the "Development").

STATEMENT OF AGREEMENT

Declarant hereby declares that the Initial property and any portion of other Property subsequently Annexed hereto shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions.

**ARTICLE I
GENERAL PLAN OF DEVELOPMENT**

The Property is being developed as a Planned Development in accordance with the Coco Parc Planned Unit Development, as amended, of the City of Coconut Creek.

**ARTICLE II
INTENT OF DECLARATION**

This Declaration is designed to establish and create a general plan and common scheme for the improvement and maintenance of the property now or in the future comprising the Development. To protect property values and to contribute to the health, safety and welfare of the property owners and residents of the Development, the Declarant has declared that the Initial Property and other properties located within the Properties later Annexed to this Declaration shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in this Declaration.

**ARTICLE III
DEFINITIONS**

Certain words and terms as used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article.

"Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same are amended from time to time.

"Assessments" shall mean Base, Special, Default, and User Assessments, collectively, levied by the Association pursuant to the terms of this Declaration to provide the funds to meet the estimated operations requirements of the Association.

"Association" shall mean the Cocopalms Homeowners' Association, Inc., a Florida not-for-profit corporation, or any successor thereof, charged with the duties and obligations set forth in this Declaration and the Articles of Incorporation and By-Laws.

"Association Properties" shall mean all real and personal property, including, but not limited to, the Common Area and Improvements, now or hereafter owned by the Association, Landscape Zones or other property to which the Association holds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest.

This document prepared by: Paul H. Kupfer, Esquire
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1700 University Drive, Suite 110
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"Association Rules" shall mean the rules adopted by the Association as provided in Section 6.2.

"Base Assessment" shall mean the Assessments levied in accordance with Section 11.4 of this Declaration.

"Board of Directors" or "Board" shall mean the board of directors of the Association.

"Building" shall mean a building or structure constructed on Privately Owned Site or on the Common Area.

"By-Laws" shall mean the By-Laws of the Association.

"Common Area" shall mean all real property in which the Association owns an interest for the common use and enjoyment of all of the Members. Such interest may include, without limitation, estates in fee, for a term of years, or easements.

"Community Documents" shall mean any and all documents, instruments, and agreements established by Declarant creating and governing the Development as a whole including, but not limited to, this Declaration, the Articles of Incorporation, By-Laws, Association Rules, Design Guidelines and any other procedures, rules, regulations or policies adopted by the Association.

"Community-Wide Standards" shall mean the standards or conduct, maintenance, or other activity generally prevailing throughout the Development. Such standards may be more specifically determined by the Board of Directors or the new Construction Committee from time to time.

"Declarant" shall mean Coopalm Development Group, a Florida General Partnership, and its successors and assigns. A person or entity shall be deemed a successor or assigns of Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interest of Declarant under this Declaration or under such Supplemental Declaration.

"Declaration" or "Residential Declaration" shall mean this document, the Declaration of Residential Covenants, Conditions, Restrictions and Easements for Coopalm.

"Default Assessment" shall mean an Assessment levied in accordance with Section 11.7 of this Declaration.

"Development" shall mean the Initial Property, together with any other Property which hereafter may become Annexed hereto.

"Government Mortgage Agencies" shall mean FHA, PHLMC, FNMA, VA and any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans.

"Improvement" shall mean any and all Buildings and structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement" does include both original improvements and all later changes and improvements.

"Initial Property" shall mean all of the real property described in Exhibit "A" attached hereto.

"Landscape Zone" is defined in Section 7.2 hereof.

"LOT" shall mean any Privately Owned Site.

"Maintenance Fund" shall mean the fund created by Assessments and fees levied pursuant to Article XI hereof to provide the Association with the funds it requires to carry out its duties hereunder.

"Manager" shall mean any person or entity retained by the Association to perform certain functions of the Association pursuant to this Declaration.

"Member" shall mean any person or entity holding membership in the Association.

"Modification Committee" or "MC" shall mean the committee established by the Board to review and approve modifications to existing structures.

"Mortgage" or "First Mortgage" or "Institutional First Mortgage" shall mean a mortgage, deed of trust, or other document pledging a Privately Owned Site as security for the payment of a debt which mortgage is held by Declarant, a bank, savings bank, a savings and loan association, insurance company, real estate investment trust,

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agency of the United States government or other Government mortgage agencies, and which mortgage is a first lien on the Privately Owned Site.

"Mortgagee" shall mean the holder or beneficiary of a Mortgage as well as a named mortgagee.

"Owner" shall mean the record owner, whether one or more Persons of a fee simple title to any Privately Owned Site or lot, but shall not mean or refer to any person or entity who holds such interest merely as Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"Entity" shall mean any individual, corporation, partnership, trust, or other legal entity.

"Plat" shall mean any plat map filed in the office of the Recorder of Broward County, Florida, as they may be amended from time to time, describing all or any portion of the Properties.

"Privately Owned Site" or "Site" or "LOT" shall interchangeably mean (a) any lot or parcel of land depicted on a Plat, (b) any real property identified as a separate tax parcel in the office of the Property Appraiser of Broward County, Florida, or (c) any real property designated as Privately Owned Site by Declarant including any Improvements thereon within the Development provided, however, "Privately Owned Site" or "Site" shall not include: (i) any property owned by a public body, or (ii) the Association Common Areas.

"PUD Ordinance" shall mean the Coco Parc Planned Unit Development.

"Related User" shall mean a person who obtains all or certain rights of an Owner by reason of such person claiming or being entitled to such rights by, through or under Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract purchaser of an Owner who resides on the Privately Owned Site of such Owner and any natural person who is a guest or invitee of such Owner or of such person.

"Special Assessment" shall mean the Assessments levied in accordance with Section 11.6 of this Declaration.

"Supplemental Declaration" or "Supplement" shall mean a written instrument which is executed and recorded for the purpose of amending, modifying or supplementing this Declaration or for the purpose of subjecting other property to this Declaration.

"Surface Water Management System" shall mean that system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

"Total Assessment Units" shall mean the cumulative total of all Assessment Units within the Development.

"Turnover Date" is defined in Section 5.5 hereof.

"User Assessments" shall mean the Assessments levied in accordance with Section 11.8 of this Declaration.

ARTICLE IV EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the Development to include all or part of other properties. Declarant shall have the unilateral right to transfer to any other person the right to expand which is hereby reserved by this instrument. Any expansion may be accomplished by recording a Supplemental Declaration in the public records of county or counties in which such Properties are located, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. Such Supplemental Declaration shall not require the consent of any person, other than the Declarant. Any such expansion shall be effective upon the filing for record of such Supplemental Declarations except as provided therein. The expansion may be accomplished in stages by successive supplemental Declarations. Any Supplemental Declarations may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to the Declaration except as provided herein for amendment.

ARTICLE V ASSOCIATION OPERATIONS

Section 5.1 Association. The Association has been formed as a Florida not-for-profit corporation. The Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and By-Laws.

Section 5.2 Membership in the Association. Each Owner of a Privately Owned Site within the Development shall be a Member of the Association. There shall be one membership in the Association for each

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Privately Owned Site within the Development. The Persons or Person who constitute the Owner of a Privately Owned Site shall automatically be the holder or holders of the membership in the Association appurtenant to that Privately Owned Site, and such membership shall automatically pass with fee simple title to the Privately Owned Site. No Owner, whether one or more Person, shall have more than one membership per Site owned, and in the event the owner of a Site is more than one Person. The membership rights of a Site owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the By-Laws. Declarant shall hold a separate membership in the Association for each Privately Owned Site owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Privately Owned Site, except that an Owner may assign some or all of such Owner's rights as an owner to use Common Areas to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as provided in this Declaration, but no assignment shall be permitted to relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 5.3 Voting. Subject to the restrictions and limitations hereafter set forth, a Member shall be entitled to one (1) vote for each Privately Owned Site. When one or more persons holds a fee interest in any one (1) Privately Owned Site, the one (1) vote for such site shall be exercised as the Owners among themselves determine, but in no event shall more than (1) vote be cast with respect to any one (1) site. Fractional voting is prohibited. There shall be no cumulative voting. The affirmative vote of a majority of the votes of the Members at any meeting of the Members duly called at which a quorum is present, shall be binding upon the Members.

Section 5.4 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Subject to the provisions of Section 5.5 hereof, the number, term, elections and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association, or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken without vote of the members, except as otherwise specifically provided in this Declaration or By-Laws.

Section 5.5 Membership of Board of Directors. Until the Turnover Date, the Board of Directors shall consist of three (3) directors appointed by the Declarant. After the Turnover Date, the Board of Directors shall be elected by the members in accordance with the By-Laws. The "Turnover Date" shall mean the earliest of the following dates: (a) the date that seventy five percent (75 %) of the Privately Owned Sites within the Development have been sold and conveyed by Declarant to an Owner; (b) December 31, 2012; or (c) an earlier date set by Declarant, in its sole discretion.

From the Turnover Date and until the conveyance of all property within the Development to Owners other than the Declarant, the Declarant shall have veto power over all actions of the Association, which Declarant determines in its sole discretion not to be in the best interest of the Members and the continuation of the Development. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No Action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall be given written notice of all meetings and proposed actions approved at meetings of the Board or any committee by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board meeting and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall be given the opportunity to attend such meeting and to have its representatives or agents discuss from the floor any prospective action, policy, or program to be implemented by the Board, any committee, or the Association. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the committee concerned or the Association and the Board.

Declarant shall have and is hereby granted a veto power over any such action, policy, or program. Said veto may be exercised by Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof.

ARTICLE VI DUTIES AND POWERS OF THE ASSOCIATION

Section 6.1 General Duties and Powers of the Association. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers set forth in the Articles of Incorporation, By-Laws and this Declaration, and, in general, shall have the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Association Properties and to improve and enhance the attractiveness, desirability and safety of the Development.

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Section 6.2 Power to adopt Rules and Regulations. The Association, from time to time, may adopt, amend and repeal rules and regulations, to be known as the "Association Rules," governing, among other things and without limitation:

6.2.1 Community-Wide Standards or any rules and regulations of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Development, the Common Areas and any Improvement located thereon.

6.2.2 Fines for the infraction of the Association Rules;

6.2.3 Maintenance performance standards for the property owned, operated or maintained by the Association and for all Privately Owned Sites including, without limitation, landscape maintenance and irrigation practices; and

6.2.4 Any other rule or regulation deemed necessary, desirable or advisable by the Association to promote the health, safety or welfare of the Owners and residents of property within the Development.

Notice of the adoption, amendment or repeal of any Association Rules shall be given in writing to each Owner at the address for notices to the Owners as elsewhere provided in this Declaration or the By-Laws, and copies of the currently effective Association Rules shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with the Association Rules and shall see that the Related Users of such Owners shall comply with the same. In the event of any conflict between the Association Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 6.3 Manager. The Association may employ or contract for the services of a Manager, provided that such employment shall be by a contract having a term of not more than three (3) years which is renewable upon the written consent of the Association and the Manager. The Association shall have the right to terminate the contract without cause upon advance written notice of not more than ninety (90) days. The Manager shall not have the authority to make expenditures for additions or improvements chargeable against the Maintenance Fund except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager of any duty, power or function.

Section 6.4 Ownership of Other Property. The Association through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property in addition to any such property which may be conveyed to the Association by Declarant.

Section 6.5 Book and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Institutional First Mortgagees, current copies of the Community Documents, and the books, records, and financial statements of the Association prepared pursuant to the By-Laws. The Association may charge a reasonable fee for copying such materials. Notwithstanding the foregoing, records concerning the status of the accounts payable with respect to a Privately Owned Site shall only be made available to a member of the Board or the Owner or a Mortgagee of that Privately Owned Site.

Section 6.6 Successor of Declarant. The Association shall not, after the Turnover Date, succeed to the rights and easements reserved to Declarant hereunder unless such rights and easements are expressly conveyed to the Association by recorded written instrument.

Section 6.7 Implied Rights and Obligations. The Association may exercise any other right or privilege given to it expressly by the Community Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The Association shall perform all of the Duties and obligations imposed on it expressly by the Community Documents and every other duty or obligation reasonably to be implied from the express provisions of the Community Documents or reasonably necessary to perform the duties and obligations contained in the Community Documents.

Section 6.8 Rights Deemed Created. All conveyances of Privately Owned Sites hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the rights and powers contained under this Declaration, even though no specific reference to such rights and powers appears in the instrument for such conveyances.

ARTICLE VII CONVEYANCE OF COMMON AREAS AND ACCEPTANCE OF MAINTENANCE RESPONSIBILITY FOR ASSOCIATION PROPERTIES

Section 7.1 Duty to Accept Properties and Facilities Transferred by Declarant. The Declarant may

hereafter convey certain areas of land to the Association as Common Areas intended for common use by the Owners in the Development for purposes including the location of signs for identification and passive or active recreational areas and other purposes. The areas so designated by Declarant are dedicated hereby to the common use and enjoyment of the Owners, and their Related Users, and not to the use of the general public. The Declarant may hereafter convey other real or personal property, or interests therein to the Association for the use and enjoyment of all or certain of the Owners for the purposes as may be permitted by this Declaration. The Association shall accept title to any interest in any real or personal property transferred to it by Declarant. Property interest transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any fee simple interest in property transferred to the Association by Declarant shall be transferred to the Association by special warranty deed, free and clear of all liens (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Declarant in the instrument of conveyance. The property or interest in property transferred to the Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property, and may include the surface water management system and the responsibility to operate and maintain same. Additionally, any such property shall be subject to the Plans for the Development as approved by the City of Coconut Creek.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE DEED TO ANY SITE, THE ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, CONSTRUCTION, DESIGN, CAPACITY, OPERATION, USE, ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Association shall be paid for by the Association.

Section 7.2 Landscape Zones. Declarant may now own or hereafter acquire ownership or the right to maintain certain areas of real property located along major roadways in the vicinity of the Development. Declarant either has or may hereafter plant, landscape, furnish or build landscaping or other monuments upon such real property or portions thereof, potentially along a line running roughly parallel to such roadways and within the medians within such roadways. As provided in Section 7.1, Declarant may, but shall not be obligated to, convey an interest in all or any portion of the above described real property, including improvements to the Association. Declarant shall have the right, but not the obligation, to designate any such property, whether or not such property will be conveyed to the Association, as "landscape zone" by specifically designating such property as "Landscape Zone" in a recorded instrument. If conveyed to the Association, the Declarant shall convey and Association shall accept such conveyance in accordance with Section 7.1.

In addition to all other obligations of the Association set forth in the Declaration with respect to Association Properties, the Association shall have the following obligations with regard to all Landscape Zones. The Association shall maintain the Landscape Zones in a first class manner. Such maintenance shall include, but not be limited to, the neat and attractive maintenance of all landscaping including periodic mowing, trimming, fertilization and application of appropriate pesticides and herbicides and the regular removal of all trash and debris. In the event the Association does not maintain any Landscape Zone in accordance with the standards set forth in this Section 7.2, the Declarant, in its sole and absolute discretion, may, but shall not be obligated to, maintain such Landscape Zone and assess all Owners for the costs thereof. Any unpaid assessments shall constitute an automatic and continuing lien for the benefit of Declarant on all Sites for which such assessment was not paid. The liens may be enforced by the Declarant in the manner set forth in Section 11.11 for enforcement of liens by the Association. The Association shall not transfer or convey, mortgage or encumber, alter the character or appearance or change the manner of use of any portion of any Landscape Zone without the written approval of Declarant.

Section 7.3 Inspection of Common Area Improvements. Prior to accepting the conveyance of title to any Common Area from Declarant, the Board of Directors of the Association, in its sole discretion, will select qualified experts to inspect all improvements then located on such Common Area to determine whether the improvements have been constructed in substantial compliance with the plans and specifications, as modified by any change orders, and to inspect for construction defects and for governmental code violations and operating condition. All Owners, by accepting a deed to a Site within the Development acknowledge and agree to the inspectors selected by the Board and agree to abide by said inspectors' determination. The Declarant will make all necessary repairs to such improvements indicated by the inspection reports at its sole cost and expense. The Declarant will have no

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obligation to make any additional repairs to such Improvements other than the repairs indicated as necessary by the inspection reports. The Association and all Owners, by the acceptance of title to any property or the deed to any Site release Declarant from any further obligations with respect to repairs to Common Area Improvements.

Section 7.4 Duty to Manage, Control and Maintain Association Properties. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Association Properties and shall maintain and keep the Association Properties in good repair such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements. All Owners, by the acceptance of title to any property or the deed to any Privately Owned Site, release and indemnify the Association from all claims arising from its actions pursuant to this Article.

ARTICLE VIII INSURANCE

Section 8.1 Duty to Maintain Hazard Insurance. The Association shall obtain insurance for all insurable Improvements owned by the Association or for which it is obligated to maintain and replace in an amount equal to the full replacement value thereof (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, and other items normally excluded from such coverage) which shall include all building service equipment and the like, personal property and supplies, and any fixtures or equipment. Such policy shall include, if applicable, a standard form of mortgagee clause, a "Demolition Cost Endorsement" or its equivalent, and an "Increase cost of construction Endorsement" or the equivalent. In addition, such policy shall afford protection against at least the following:

8.1.1 Loss or damage by fire and other hazard covered by the standard "all-risk" endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and

8.1.2 Such other risks as shall customarily be covered with respect to projects similar in construction, locations and use of the Development.

Section 8.2 Duty to Maintain Liability Insurance. The Association shall obtain a comprehensive policy of public liability insurance insuring the Association and the Owners, directors, officers, employees and agents for all liability for property damage, bodily injury, or death in connection with the operation, maintenance, or use of the Association Properties and legal liability arising out of lawsuits related to employment contracts of the Association. Such comprehensive policy of public liability insurance shall include a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurance company from denying the claim of any Owner because of the negligent acts of the Association or any other Owner, with a limit of not less than \$1,000,000 covering all claims for personal injury, including death, or property damage arising out of a single occurrence. Such comprehensive policy of public liability insurance shall also include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to the Development.

Section 8.3 Duty to Maintain Fidelity Insurance. The Association shall obtain fidelity bonds to protect against dishonest acts on the part of its officers, directors, agents, and employees and on the part of all others who handle or are responsible for handling the funds of, or funds administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds shall be required for the Manager and its officers, employees, and agents. Such fidelity coverage shall be issued on the terms and for the amount set forth in the By-Laws. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions.

Section 8.4 Duty to Maintain Flood Insurance. If any of the Association Properties is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and for which flood insurance has been made available by the National Flood Insurance Program, a "blanket" policy of flood insurance must be maintained by the Association in the amount of 100% of the current replacement cost (as defined in Section 8.1 hereof) of all Buildings and other insurable property located within such area of the Association Properties or the maximum limit of coverage available for such property under the National Flood Insurance Act of 1968, as amended, whichever is less.

Section 8.5 Insurance and Bonds Required by Government Mortgage Agencies. The Association shall obtain and keep in full force and effect such insurance and bonds as may be required from time to time by Government Mortgage Agencies to the extent that any such Government Mortgage Agency holds, or has agreed to insure or to guarantee, any Mortgage on any Privately Owned Site within the Development, except to the extent such insurance or bond is not reasonably obtainable or has been waived in writing by such Government Mortgage Agency.

Section 8.6 Provisions Common to Hazard Insurance, Liability Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Association under the provisions of Section 8.1, 8.2, 8.3 and 8.4 hereof shall be subject to the following provisions and limitations:

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8.6.1 The named insured under any such policies shall be the Association, as attorney-in-fact for the Owners, or its authorized representative;

8.6.2 In no event shall the insurance coverage obtained and maintained pursuant to such Sections be brought into contribution with insurance purchased by the Owners, occupants, or Mortgagees;

8.6.3 The policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Association, or (b) failure of the Association to comply with any warranty or conditions with regard to any portion of the Development over which the Association has no control;

8.6.4 The policies shall provide that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 30 days prior written notice to any and all First Mortgagees and insureds named therein;

8.6.5 The policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association and its directors, officers, agents and employees and any Owner and their respective guests, agents, employees, or tenants, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

8.6.6 All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association.

8.6.7 All policies shall be written with a company licensed to do business in Florida and holding a rating of A or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

8.6.8. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in Florida; and

8.6.9 No policy may be canceled, invalidated, or suspended on account of the conduct of any member of the Board of Directors, officer, agent or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Owner, or Mortgagee.

Section 8.7 Duty to Maintain Officers' and Directors' Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and directors' personal liability insurance shall be obtained by the Association to protect the officers, directors and all other committee members from personal liability in relation to their duties and responsibilities in acting as such officers, directors and committee members on behalf of the Association.

Section 8.8 Duty to Maintain Workers' Compensation Insurance. The Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 8.9 Other Insurance. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Association's responsibilities and duties.

ARTICLE IX OWNERSHIP AND USE OF COMMON AREAS

Section 9.1 Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive easement for the use and enjoyment of the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Privately Owned Site, subject to the provisions of the Declaration, including, but not limited to the easements set forth in this Article and all conditions, restrictions, easements, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

Section 9.2 Delegation of Use. Any Owner may, subject to the Association Rules, delegate, in accordance with the Community Documents, his right of enjoyment in the Common Area and facilities to his Related Users.

Section 9.3 Owner's Negligence. In the event that the need for maintenance, repair, or replacement of the Association Properties is caused through or by the negligent or willful act or omission of any Owner, or by any member of an Owner's family, or by an Owner's Related Users, then the expenses, costs and fees incurred by the Association for such maintenance, repair, or replacement, in the amount for which the Owner or the Owner's Related Users are liable under the Florida law, shall be a personal obligation of such Owner or Related User. If not repaid to the Association within seven days after the Association gives notice to the Owner of the total amount,

or of amounts due from time to time, then the sums due shall become a Default Assessment against the Owner's Privately Owned Site and may be enforced in accordance with Section 11.11.

Section 9.4 Title to Common Areas. In the event of the dissolution of the Association, other than incident to a merger or consolidation, the Common Area shall, to the extent reasonably possible, be conveyed to the members to be used, in any such event, for the common benefit of the Owners for similar purposes for which the Common Areas were held by the Association.

Section 9.5 Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any Improvement owned or required to be maintained by the Association, the Association shall, unless such damage or destructions shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of such Improvement so damaged or destroyed. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 9.6 Repair and Reconstruction. As soon as practical after obtaining estimates, the Association shall, subject to the provisions of Section 9.10, diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. The Association may take any and all necessary or appropriate action to effect repair and reconstruction and no consent or other action by any Owner shall be necessary in connection therewith. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 9.7 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may levy, assess, and collect in advance from all Owners, without the necessity of any vote, except as provided herein, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

Section 9.8 Disbursement of Fund for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance may be held by the Association as surplus funds for other capital improvements, repairs or replacements.

Section 9.9 Decision Not to Rebuild. If Declarant and at least 67% of the Owners (other than Declarant) agree in writing not to repair and reconstruct and no alternative Improvements are authorized, then and in that event such damaged or destroyed Improvements shall not be repaired or reconstructed and the property on which such Improvements were located shall be restored to its natural state and maintained in a neat and attractive condition, and any remaining insurance proceeds may be held by the Association as surplus funds for other capital improvements, repairs or replacements.

Section 9.10 Rights of Owner. Whenever all or any part of the Common areas shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof but the Association shall act for all Owners in the proceedings incident thereto, unless otherwise prohibited by law.

Section 9.11 Partial Condemnation: Distribution of Award: Reconstruction. The award or payment made for any taking or conveyance shall be payable to the Association as trustee for all Owners to be distributed as follows: If the taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within 60 days after such taking the Declarant and at least 67% of the Owners (other than Declarant) shall otherwise agree in writing, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors. If such Improvements are to be repaired or restored, the above provisions in this Article regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are not funds remaining after any such restoration or replacement is completed, then such award or net funds may be held as surplus funds for other capital improvements, repairs or replacements.

ARTICLE X DECLARANT'S RIGHTS AND RESERVATIONS

Section 10.1 General. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association and the Development including, but not limited to the Association Properties and any Common Areas. The rights and reservations, of Declarant set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Association and in each deed or other instrument by which and property within the Development

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is conveyed by Declarant, or otherwise, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration shall survive the Turnover Date and shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Any or all of the special rights of Declarant hereunder may be transferred to other persons or entities, provided that the transfer shall not enlarge a right beyond that described herein and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records in the county in which such property is located. Declarant further reserves the right to create reservations, exceptions, exclusions and easements convenient or necessary for the use and operation of other property whether located in the Development or otherwise.

Section 10.2 Declarant's Rights to Use the Common Areas in Promotion and Marketing. Declarant shall have and hereby reserves for itself and for the benefit of any person or entity owning or developing the Development the right to the reasonable use of the Common Areas and of services offered by the Association in connection with the development, construction, promotion, marketing, sales, leases and leasing of properties within the Development.

Section 10.3 Declarant's Rights to Complete Development. No provision of the Community Documents shall be construed to prevent or limit Declarant's rights to and Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, lease and leasing of the properties within the Development; (b) construct or alter improvements on any property owned by Declarant; (c) maintain model homes, offices for construction, sales, lease or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant, the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale, lease and leasing of property within the Development. Further, Declarant shall have the right of ingress and egress through the streets, paths and walkways located in the Development for any purpose whatsoever. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any improvements on any Association Property, provided if such improvement is owned by the Association, the Declarant shall repair or replace the improvement to a condition reasonably similar to that existing immediately prior to the Declarant's action; (ii) use any Building on any Common Areas or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale or lease of any property within such boundaries; or (iii) require Declarant to seek or obtain the approval of the Association for any such activity or improvement to property by Declarant on any Common Area or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 10.4 Declarant's Approval of Conveyances or Changes in Use of the Common Areas. The Association shall not, without first obtaining the prior written consent of Declarant, convey, change or alter the use of the Common Areas, use the Common Areas other than solely for the benefit of Owners, or mortgage the Common Areas.

Section 10.5 Recorded Easements and Building Lines. The Development, and all portions thereof, shall be subject to all easements, building set back lines and build-to lines (a) shown on any recorded Plat thereof, (b) contained within the PUD Ordinance, or (c) set forth in any other easements of record.

Section 10.6 Easements for Encroachments. The Development, and all portions thereof, shall be subject to an easement of up to three feet from the Privately Owned Site lines or Common Areas boundaries, as the context requires, for the actual extent of encroachments created by construction as designed or constructed by the Declarant, the Association or any Owner and for settling, shifting, and movement of any portion of the Development, except that no such easement is created for an encroachment which is the result of willful misconduct on the part of Declarant, an Owner, a Related User, the Association, or any other person or entity. A valid easement for said encroachments and for the maintenance thereof shall exist. Such encroachments shall not be considered to be encumbrances upon any part of the Development. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of improvements constructed on any portion of the Development, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any improvements in the Development.

Section 10.7 Emergency and Service Easement. A general easement is hereby granted to all police, sheriff, security, fire protection, ambulance, and all other similar emergency agencies or persons and to all trash collection and school transportation personnel to enter upon all streets and property in the Development in the proper performance of their duties.

Section 10.8 Easements for Utilities. There is hereby reserved unto Declarant, the Association, and the designees of each, blanket easements upon, across, over and under all of the Development for the purpose of constructing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, storm drainage systems, sanitary sewage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity. Except as otherwise provided in the Declaration, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through

any dwelling on a Site, and any damage to a Site resulting from the exercise of this easement shall not unreasonably interfere with the use of any Site and, except in an emergency, entry into any Site shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all Sites and the Common Areas for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes; provided, the exercise of this easement shall not extend to permitting entry into the Building on any Site. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Development, except as may be approved by the Board of Directors or Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Development without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Development.

Section 10.9 Maintenance Easement. An easement is hereby reserved to the Declarant, and granted to the Association, and any trustee or Manager, and their respective officers, agents, employees, and assigns upon, across, over, in, and under the Development and a right to make such use of the Development as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Community Documents, including the right to enter upon any Privately Owned Site for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Privately Owned Site as required by the Community Documents. The Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

Section 10.10 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements to the Development, or other real property owned by declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to a Privately Owned Site by any Owner or such Owner's family, tenants, employees, guest, or invitees.

Section 10.11 Easements Deemed Created. All conveyances of property within the Development, including Privately Owned Sites, hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the rights, powers and easements contained in this Article, even though no specific reference to such rights, powers and easements or to this Article appears in the instrument for such conveyance.

ARTICLE XI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 11.1 Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Privately Owned Site owned by it, hereby covenants, and each Owner for each Privately Owned Site owned by such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Association: (a) Base Assessments; (b) Special Assessments for capital improvements and other purposes as stated herein; (c) Default Assessments which may be assessed against an Owner's Privately Owned Site pursuant to the Community Documents or because the Association has incurred an expense on behalf of the Owner under the Community Documents; and (d) User Assessments. The Base, Special, Default and User Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Privately Owned Site against which each such Assessment is made until paid. Each such Assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Privately Owned Site at the time when the Assessment fell due. No Owner may waive or otherwise exempt himself from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Common Areas or any services provided by the Association or abandonment of Privately Owned Site. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any reason whatsoever, including, by way of illustration and not limitation, any alleged failure of the Association or Board of Directors to take some action, perform some function required to be taken or performed by the Association or Board of Directors under the Community Documents, or to provide some service required or permitted to be provided under the terms of this Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or any order or directive of any municipal or other governmental authority.

Section 11.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Development to pay for services provided to the Owners pursuant to the terms of this Declaration and for the acquisition, improvement and maintenance of the Association Property, including, but not limited to, the payment of taxes and insurance thereon, and maintenance, repair, replacement, and additions therein, reserve accounts, the cost of labor,

equipment, materials, management, and supervision, the salary or fee of the Manager, administrative costs and the payment of interest and principal on funds borrowed by the Association, and the operation and maintenance of the surface water management system.

Section 11.3 Annual Budget. The Board shall prepare a budget prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments to be charged and distribute them to the Owners at least 30 days prior to the annual meeting of the Association. The members shall have the opportunity to discuss the budget at the annual meeting prior to the Board's adoption of the budget. On or before January 30 of each year, the Board shall approve the budget in final form, and shall thereafter assess Owners based on such budget Base Assessments for the following year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those Improvements on the Association Properties which must be replaced on a periodic basis, if any, and for taxes, capital Improvements, deficiencies from the prior year's Maintenance Fund, and other purposes and shall include any expected income and surplus from the prior year's Maintenance Fund.

Section 11.4 Base Assessments. For the purpose of providing funds for the items specified in Article XII, the Board shall for each year, commencing with the year in which the first Site is sold, fix and assess the Base Assessment against each privately Owned Site.

11.4.1 As soon as shall be practicable in each year, the Association shall cause to be sent to each Owner a written statement providing the amount of the Base Assessment with respect to such Owner's privately Owned Site for the year in question.

11.4.2 Prior to the Turnover Date, the Declarant may elect to pay the Base Assessments on Privately Owned Sites owned by Declarant or in lieu thereof, not pay such Base Assessments and pay any deficit incurred in operating the Association and the Association Properties. In the event the Declarant pays Base Assessments and the Base Assessments are insufficient to pay the costs of operating the Association and the Common Areas, the Board shall levy an additional Base Assessment to cover such deficiency which will be allocated among and charged to all Privately Owned Sites in the same proportion as the Base Assessment for that year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions.

Section 11.5 Date of Commencement of Base Assessments; Due Dates. The Base Assessments provided herein shall commence as to a Privately Owned Site on the day of the closing of the conveyance of the Privately Owned Site to an Owner. The first Base Assessment shall be prorated according to the number of days remaining in the calendar year. The Base Assessments shall commence for Privately Owned Sites contained in each phase of the Properties Annexed to the Development on the day of the recording of the Supplemental Declaration incorporating them into the Development, and shall be prorated according to the number of days remaining in the calendar year. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number and types of sites designated for such parcel on the current site plan approved by Declarant, until such times as a certificate of occupancy is issued on all or portion thereof by the local governmental entity having jurisdiction, after which time the portion designated in the certificate of occupancy shall constitute a separate site or sites as determined above, and the number of sites on the remaining land, if any, shall continue to be determined in accordance with this Section. Assessments shall be collected on a periodic basis as the Board may determine from time to time.

Section 11.6 Special Assessments. In addition to the Base Assessments, the Board of Directors may levy, in any Assessment year, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Any such Special Assessment that exceeds 25 % percent of the gross annual budget of the board for that year shall require the affirmative vote of at least 67 % of the total votes eligible to be cast by the Members at a special meeting of the Association duly called as provided in the By-Laws for that purpose, written notice of which shall be sent to all Members at least 30 days in advance and which shall set forth the purpose of the meeting. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than 30 days after such notice shall have been given. Special Assessments levied pursuant to this subsection shall be payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessments is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and may only be used for the purpose collected. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

Section 11.7 Default Assessments. All monetary fines assessed against an Owner pursuant to the Community Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Community Documents, shall be a Default Assessment. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to their due date.

Section 11.8 User Assessments. The Board may levy User Assessments for any security, cable

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television and/or telephone services which may be provided pursuant to the provisions of this Declaration. User Assessments levied pursuant to this Section shall be payable by the Owners in such manner and at such times as determined by the Board.

Section 11.9 Contributions to Working Capital Fund. Upon the initial conveyance of each Privately Owned Site after the date of recording of this Declaration, a contribution shall be made by the purchasers of such Site to the working capital of the Association in an amount to be determined from time to time by the Board of Directors, but no less than an amount equal to two (2) months of the Base Assessments for that year. This contribution shall be payable at the time the sale of the Site is closed. On the Turnover Date, the Declarant shall pay to the Association a lump sum payment of the contributions due for all unsold Sites. This contribution shall be paid to the Association for use in covering operating expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws. Prior to the Turnover Date, the Declarant cannot use any of the working capital funds to defray its expenses, or construction costs or to fund any budget deficits. As each unsold unit is sold after the Turnover Date, the declarant may use the funds collected at the sale of the site as a reimbursement to the Declarant for the lump sum payment to the Association for each unsold Site's contribution to the working capital fund. The contribution required by this Section shall constitute an Assessment against the Site and shall be subject to the same lien rights and other rights of the collection application to other Assessments under this Article.

Section 11.10 Effect of Non-Payment of Assessment Lien: Remedies of the Association. Any Assessment installment, whether of a Base, Special, Default or User Assessment, which is not paid within 30 days of its due date shall be delinquent. In the event that an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- 11.10.1 Assess a late charge of not less than 5% of the delinquent amount;
- 11.10.2 Assess an interest charge from the date of delinquency at 1-1/2% per month or the maximum rate allowed by law;
- 11.10.3 Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- 11.10.4 Bring an action at law against any Owner personally obligated to pay the delinquent installments;
- 11.10.5 File a statement of lien with respect to the Privately Owned Site, and foreclose on the Privately Owned Site as set forth in more detail below; and
- 11.10.6 Suspend the rights of the Owner to use the Common Area during any period of delinquency.

The Association may file a statement of lien by recording such statement in the public records of the county in which the Site is located. The statement of lien shall set forth the name of the Owner, the legal description of the Site, the name of the Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by the President or a Vice President of the Association or by the Manager, if any, and which shall be served upon the Owner of the Privately Owned Site by mail to the address of the Privately Owned Site or at such other address as the Association may have in its records for the Owner of the Privately Owned Site. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Florida. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. The Association shall have the power to bid for the Site at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a Site is owned by the Association following foreclosure: no Assessments shall be levied against it and each other Site shall be charged, in addition to its usual Assessments, its prorata share of the Assessment that would have been levied against such Site had it not been acquired by the Association as a result of foreclosure. The remedies herein provided shall not be exclusive and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 11.11 Successor's Liability for Assessments. In addition to the personal obligation of each owner of a Privately Owned Site to pay all Assessments thereon and the Association's perpetual lien on a Privately Owned Site for such Assessments, all successors to the fee simple title of a Privately Owned Site, except provided in this Section, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Privately Owned Site, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring title to the Site shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Privately Owned Site. In addition, each successor shall be entitled to rely on the statement of liens shown on any certificate issued by or on behalf of the Association as provided in the Declaration.

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Section 11.12 Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any recorded Institutional First Mortgage. No sale or transfer shall relieve a Privately Owned Site from liability for any Assessments or from the lien thereof. However, sale or transfer of any Privately Owned Site pursuant to a decree of foreclosure or by any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing an Institutional First Mortgage, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Privately Owned Sites as a common expense at the direction of the Board. No sale or transfer shall relieve the purchaser or transferee of a Privately Owned Site from liability for, nor the Privately Owned Site from the lien of, any Assessments made thereafter.

Section 11.13 Exempt Properties. The following portions of the Development shall be exempt from the Assessments, charges, and liens created herein:

11.13.1 All utility lines and easements; and

11.13.2 Common Areas

Section 11.14 Statement of Status of Assessments. Upon 20 days written notice to the Treasurer of the Association or the Manager and payment of a processing fee set by the Association from time to time, any Owner or Mortgagee of a Privately Owned Site shall be furnished a statement of the account for such Privately Owned Site setting forth:

11.14.1 The amount of any unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Privately Owned Site;

11.14.2 The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

11.14.3 Any other information deemed proper by the Association.

The information contained in such statement, when signed by the Treasurer or Manager, shall be conclusive upon the Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 11.15 Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE XII USE OF MAINTENANCE FUNDS

Section 12.1 Application of Assessments. The Association shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it from any source, including, without limitation, the proceeds of loans referred to in Section 12.2 and the surplus of funds referred to in Section 12.3, to the following, in the order stated:

12.1.1 The payment of the costs incurred, if any, by the Association in connection with the provision of any cable television services which may be provided pursuant to the provisions of this Declaration;

12.1.2 The payment of all principal and interest, when due, on all sums borrowed by or loaned to the Association, to the extent required under any agreement with holders or owners of debt obligations referred to in Section 12.2 hereof;

12.1.3 Administrative costs and expenses incurred by the Association in the exercise of its powers, authority, and duties described in the Community Documents; and

12.1.4 The promotion of the recreation, health, safety and welfare of the Owners and occupants of the Development and for the improvement and maintenance of the Association Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equipment, material, management and supervision and the salary of the manager, if any, and the operation and maintenance of the surface water management system.

Section 12.2 Authority to Borrow Funds. For the purpose of providing funds for uses specified in Section 12.1, the Association is hereby granted the right to borrow funds from time to time upon such terms and conditions deemed appropriate by the Board. In order to secure the repayment of any and all sums borrowed by or loaned to it from time to time, the Association is hereby granted the right and power;

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12.2.1 To assign and pledge all revenues received and to be received by it under any provision of the Community Documents, including, but not limited to, the proceeds of the Base Assessments payable hereunder;

12.2.2 To enter into agreements with holders and owners of any debt obligations with respect to the collections and disbursement of funds, including, but not limited to, agreements wherein the Association covenants:

- (a) to assess the Base Assessments on a given day in each year and to assess the same at a particular rate or rates;
- (b) to establish sinking funds or other security deposits;
- (c) to apply all funds received by the Association first to the payment of all principal and interest, when due, on such debts, or to apply the same to such purpose after providing for costs of collections;
- (d) to establish such collection, payment and lien enforcement procedures, not inconsistent with the provisions of the Community Documents, as may be required by holders or owners of any such debt obligations;
- (e) to provide for the custody and safeguarding of all funds received by the Association; and

12.2.3 Subject to the provisions of Section 10.4 hereof and the affirmative vote of the members representing at least 57% of the Total Assessments Units, to grant and convey mortgages and security interest in the Common Areas.

The amounts, terms and rates of borrowing and the provisions of all agreements with holders or owner of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 12.3 Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the Base Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectiveness of its purposes as set forth in the Community Documents.

ARTICLE XIII ARCHITECTURAL STANDARDS AND REVIEW

Section 13.1 Architectural Standards. No Improvement shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained. The Board of Directors may establish reasonable fees to be charged by the committee on behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All Improvement constructed on any portion of the Development shall be designed by and built in accordance with the plans and specifications.

This Article shall not apply to construction on or improvements or modifications to the Association Properties made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article. This Article may not be amended without the Declarant's prior written consent so long as the Declarant owns any land subject to this Declaration.

13.1.1 New Construction Committee. The New Construction Committee ("NCC") shall have jurisdiction to review and approve all original construction on any portion of the Development. Declarant retains the right until the retail sale of the last Site within the Property and the initial construction of a Building thereon to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided below for the Modifications Committee.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures ("Design Guidelines"). Copies shall be available from the NCC for review. The Design Guidelines shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend them. It shall make the Design Guidelines available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Development, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. In the

event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

13.1.2 Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three (3), but not more than seven (7), persons, all of whom shall be appointed by the Board of Directors. Members of the MC may include architects or similar professionals who may or may not be Owners. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to Sites. Until establishment of the MC, the NCC shall have jurisdiction over all improvements and modifications in accordance with this Section.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice ("Modification Guidelines"), consistent with those of the NCC. In the event of any conflict, the ruling of the NCC shall be controlling. In addition thereto, the following shall apply. The MC may delegate this authority to the appropriate board of any Association subsequently created so long as the MC has determined that such board has in force, review and enforcement practices, procedures, and appropriate standards substantially similar to the Modification Guidelines.

In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 13.2 No Waiver of Future Approvals. The approval of either the NCC or the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters whatever subsequently or additionally submitted for approval or consent.

Section 13.3 Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing, or (b) stop the NCC from denying a variance in other circumstances. For purposes of the Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 13.4 No Liability. No review or approval by the NCC or the MC shall imply or be deemed to constitute an opinion by the NCC or the MC, nor impose upon the NCC, the MC, the Association, Declarant or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the NCC or the MC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other person or purpose, and no person other than the NCC or the MC shall have any right to rely thereon, and any review or approval by the NCC or the MC will create no liability whatsoever of the NCC, the MC, Declarant or the Association to any other person or party whatsoever.

Section 13.5 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or the MC may be excluded by the Board from the Development without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

ARTICLE XIV CABLE TELEVISION

Section 14.1 CATV Agreement. The Association may, but shall not be required to, enter into a bulk rate cable television agreement ("CATV Agreement") for all or a portion of the Properties. If a CATV Agreement is entered into, all Buildings for which a certificate of occupancy has been issued shall be charged for basic cable service as a User Assessment, regardless of whether the Owner desires cable television. It is anticipated that, remotes, pay channels and other services offered by the cable provider will be available on an individual subscriber basis.

Section 14.2 Easements. Declarant and the Association shall have the right to grant easements to the cable provider for installation and maintenance of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The cable provider shall also have the right to use easement area dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television equipment installed within the Property.

Section 14.3 Pre-wire. The cable provider shall be permitted to pre-wire each Building constructed within the Property for cable television service (collectively, the "Prewire") at its sole costs and expense. Each owner acknowledges that the Prewire installed within the Building shall be and remain personal property of the cable

provider. Owners shall have no ownership interest in the Prewire and the right of use thereof shall remain solely with the cable provider. Each Owner by acceptance of title to a Site hereby grants to the cable provider an irrevocable easement to install and maintain the prewire in the Building and agrees not to permit any other provider of cable television to utilize the Prewire without the prior written consent of the cable provider, which consent may be withheld by the cable provider in its discretion. Upon termination of the CATV Agreement, the cable provider may, but is not obligated to, remove all or any portion of the Prewire within the Building, after reasonable notice to Buyer, provided no material or substantial injury to the Building would result from such removal.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Term. the covenants and restrictions of this Declaration shall run with and bind the Development for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of time of ten (10) years each, unless otherwise terminated or modified as hereinafter provided.

Section 15.2 Amendment. Subject to the provisions of Article XVI of this Declaration, until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time from time to time. Any such amendment may impose covenants, conditions, restrictions and easements upon the Development in addition to those set forth herein, including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Development. After the Turnover Date, Declarant may unilaterally amend this Declaration if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Privately Owned Sites, (c) required to conform to the requirements of a Government Mortgage Agency, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Privately Owned Site unless the Owner thereof has consented to such amendment in writing. Any amendment not initiated by Declarant may be made only with the consent of Declarant and the written consent of at least 67% of the Owners; provided, however, that the percentage of written consents necessary to amend a specific clause of the Declaration shall not be less than the prescribed percentage of affirmative consent required for action to be taken under that clause. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Additionally, any amendment which would affect the surface water management system, including the water management portions of the common areas shall be approved by the South Florida Water Management District.

Section 15.3 Effective on Recording. Any amendment, to be effective, must be recorded in the Public Records of Broward County, Florida. A copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant as required herein) accompanied by a certificate of an attorney as to ownership, or a copy of the amendment or modification together with a duly authenticated certificate of the Secretary of the Board stating that the required number of consents of Owners and a certificate of an attorney were obtained and are on file in the office of the Association, shall be recorded in the Public Records of Broward County, Florida. Any amendment shall be effective immediately upon such recordation.

Section 15.4 Revocation. This Declaration shall not be revoked without the consent of all of the Owners in a written instrument duly recorded.

Section 15.5 Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Community Documents.

Section 15.6 Violations Deemed a Nuisance. Every violation hereof or of any other of the Community Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof. In addition, all public and private remedies allowed at law or equity against anyone in violation of these covenants shall be available.

Section 15.7 Compliance. Each Member, Owner, or other occupant of any part of the Development shall comply with the provisions of the Community Documents as the same may be amended from time to time.

Section 15.8 Failure to Comply. Failure to comply herewith shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the By-Laws shall be given to the non-complying Owner prior to commencing any legal proceedings.

Section 15.9 Enforcement. The Association or any Owner shall have the right to enforce against any Owner, and any Owner shall have the right to enforce against the Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by 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.

Section 15.10 Remedies. In addition to the remedies set forth above in this Article, any violation of

the Community Documents shall give to the Board, the Manager or the Declarant, on behalf of the Owners, the right to enter upon the offending site or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner any Building, thing or condition that may exist thereon contrary to the interest and meaning of the Community Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition. The Board, the manager and their respective trustees, officers, agents and employees shall have no liability to any Owner or its occupants, guest or tenants for any actions taken pursuant to this Declaration.

Section 15.11 Non-Exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 15.12 No Liability. No member of the Board, the Declarant, the Manager nor any Owner shall be liable to any other Owner for the failure to enforce any of the Community Documents at any time.

Section 15.13 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions hereof, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of or to restrain the violation of the Community Documents, the prevailing party shall be entitled to recover all costs incurred by it in such, including reasonable attorneys' fees as may be incurred, or if suit is brought, as may be determined by the court. In the event any claim is made against the Declarant or any litigation is instituted against Declarant, then the Association shall assess all Owners, other than the Declarant, for the costs of claim or litigation, including without limitation attorneys' fees incurred, and funds from Base Assessments shall not be used for any such claim or litigation.

Section 15.14 Resolution of Disputes. If any dispute or questions arises between Owners or between Owners and the Association relating to the interpretation, performance or non-performance, violation, or enforcement of the Community Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the By-Laws.

Section 15.15 Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of the provisions hereof. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 15.16 Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 15.17 Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of the Declaration.

Section 15.18 Registration of Mailing Address. Each Owner and Member shall register his mailing address with the Secretary of the Association from time to time. If an Owner or Member fails to register his mailing address, such address shall be deemed to be the address of the Owners' Privately Owned Site.

Section 15.19 Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the address of such Owner or Member on file in the records of the Association at the time of such mailing. Notice to the Board or the Association shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the Association, the Board, or the Manager, at such address as shall be established by the Association from time to time by notice to the Owners and Members.

Section 15.20 Waiver. No failure on the part of the Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein specifically provided, should the Board fail to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the president or vice president of the Board on behalf of the Association.

Section 15.21 Conflicts Between Documents. In case of conflict between the Declaration and the Articles of Incorporation or the By-Laws, the Declaration shall control. In case of conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

Section 15.22 Assignment. Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Common Areas. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the office of the Recorder of the county in which the Development is situated.

Section 15.23 Independent Builders. The Development is a planned community being developed by the Declarant. The individual residential units constructed within the Development may be constructed by the Declarant or by an independent contractor who purchases the Privately Owned Sites from the Declarant. If the unit is

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constructed by a person or entity other than the Declarant, the Declarant shall have no liability whatsoever for the builders activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, trustee, partner, agent or subcontractor.

Section 15.24 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the written consent of at least 75% of the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article XI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Declarant or is approved by the percentage consent, and pursuant to the same procedures, necessary to institute proceeding as provided above.

Section 15.25 Non-Condominium/Non-Cooperative. The Association does not and is not intended to constitute a condominium association or a cooperative association. The Development is not intended to be condominium property, or cooperative property under applicable law. This Declaration is not part of the common elements of any condominium or cooperative unless subject to a declaration of condominium or cooperative encumbering any such property.

Section 15.26 Limitations of Liability and Indemnification. The Association shall indemnify every officer, trustee, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, trustee, or committee member. The officers, trustees, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or trustees may also be Owners), and the Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, trustee, or committee member may be entitled. The Association shall, at its expense, maintain adequate general liability and officers' and trustees' liability insurance as required in Article VIII to fund this obligation, if such insurance is reasonably available.

Section 15.27 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Site, such Owner shall give the Board of directors at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Site hereunder, including payment of Assessments, notwithstanding the transfer of title to the Site.

Section 15.28 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to make the Development safer than it otherwise might be including, but not limited to, providing or entering into agreements with others to provide security services. The Association shall have the right to levy User Assessments against those Owners utilizing such services. Neither the Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security within the Development, however, and neither the Association, Declarant, nor any successor of Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Privately Owned Site, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, Declarant, or any successor of Declarant do not represent or warrant that any fire protection system, burglar alarm system or other security system installed in any Privately Owned Site may not be compromised or circumvented, or that any fire protection or burglar alarm systems or other security systems will prevent loss, injury or death by fire or otherwise. Each Owner, by acceptance of a deed to a Site, releases and indemnifies Declarant and the Association from all claims arising out of any security measures undertaken or provided by or through Declarant or the Association.

Section 15.29 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Each Owner, each occupant of a Privately Owned Site, and the Association acknowledges that no signs, billboards, or advertisements stating that a Site(s) is available for sale, lease, exchange or transfer, including without limitation, those of realtors, contractors and subcontractors shall be erected except as may be required by legal proceedings. The Board shall have the right to erect signs as it, in its discretion, deems appropriate.

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ARTICLE XVI MORTGAGEE RIGHTS

Section 16.1 General. The following provisions are for the benefit of holders, insurers, or guarantors of Institutional First Mortgages on Privately Owned Sites. To the extent applicable, necessary, or proper, the provisions of this Article apply to this Declaration, the Articles and the By-Laws.

Section 16.2 Notice of Action. A holder, insurer, or guarantor of a First Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and identification of the Privately Owned Site), shall be "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

16.2.1 Any condemnation loss or casualty loss which affects a material portion of the Common Areas or which affects any Privately Owned Site on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder;

16.2.2 Any default in performance of any obligation under the Community Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Privately Owned Site subject to a First Mortgage held, insured, or guaranteed by such Eligible Holder which continues for a period of 60 days;

16.2.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

16.2.4 Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Section 16.3 and 16.4.

Section 16.3 Other Provisions for the Benefit of Eligible Holders. To the extent permitted under Florida law, the approval of 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be obtained before taking the following actions:

16.3.1 Restoration or repair of the Common Area, after a partial condemnation or damage due to an insurable hazard, which will not be performed substantially in accordance with the community Documents and the original plans and specifications; or

16.3.2 Any election to terminate the legal status of the Association after substantial destruction or substantial taking in condemnation of the Common Areas.

Section 16.4 Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Florida law, and except for amendments or terminations made after substantial destruction or a substantial taking in condemnation of the Association Properties, the following approvals shall be required:

16.4.1 The approval of 67% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of the Association; and

16.4.2 The approval of the Members representing at least 67% of the Total Assessment Units and at least 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to add to or amend any material provisions of the Community Documents which establish, provide for, govern, or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

- (a) Voting;
- (b) Assessments, Assessment Liens, subordination of such liens;
- (c) Insurance or fidelity bonds;
- (d) Rights to use of the Common Area;
- (e) Responsibility for maintenance and repair of the Common Areas;
- (f) Any provisions which are for the express benefit of Mortgagees;
- (g) Reserves for maintenance, and replacement of the Common Area;

- (h) Convertibility of Privately Owned Sites into Common Areas, or vice versa;
- (i) Addition, annexation or withdrawal of any property after the Turnover Date;
- (j) Boundaries of any Privately Owned Site;
- (k) Leasing of Privately Owned Sites; or
- (l) Imposition of any restriction on an Owner's right to sell or transfer the Privately Owned Site.

Section 16.5 Other Approval Requirements. Unless at least 67% of the First Mortgagees (based on one vote for each First Mortgage owned) have given their prior written approval, the Association shall not be entitled to:

16.5.1 By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or part of the Common Area (the granting or easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause);

16.5.2 Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

16.5.3 By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Improvements on Privately Owned Sites, and the maintenance of the Common Area; provided, however, the issuance and amendment of the Design Guidelines by the Committee or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.

16.5.4 Fail to maintain fire and extended coverage on insurable Improvements to the Common Area in an amount equal to 100% of current replacement costs; or

16.5.5 Use hazard insurance proceeds for losses to the Improvements to the Common Area for other than the repair, replacement, or reconstruction of such Improvements.

Section 16.6 First Mortgagees May Pay Association Properties Charges. Any First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 16.7 Approval Deemed Given. If approval of an Eligible Holder or First Mortgagee is requested in writing pursuant to this Article and a negative response is not received by the Association within 30 days after such Eligible Holder's or First Mortgagee's receipt thereof, then such Eligible Holder or First Mortgagee shall be deemed to have given its approval.


IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first above written.

Cocopalms Development Group
A Florida General Partnership

By: Cocopalms Construction, L.C.
a Florida Limited Liability Company
(General Partner)

By: 
Jose M. Sureda, Managing Member

Signed in the presence of:


Steven Sureda

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STATE OF FLORIDA)
COUNTY OF BROWARD)

SS.

This agreement was acknowledged and signed before me this 7th day of July, 1992 by Jose M. Suriol, as Managing Member of Cocopalms Construction, L.C., a Florida limited company as General Partner of Cocopalms Development Group, a Florida general partnership, on behalf of the company. He is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: DEC. 28, 1993.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

[Signature]
Notary Public (signature)

SUSAN S. FINK
Print Name of Notary Public

IN WITNESS WHEREOF, THE HOMEOWNERS' ASSOCIATION JOINS IN THE EXECUTION OF THIS DECLARATION AS OF THE DAY BELOW WRITTEN.

COCOPALMS HOMEOWNERS' ASSOCIATION, INC.
a Florida Non-Profit Corporation

By: [Signature]
FELIX SIERRA, President

By: [Signature]
CHRISTY HERTSCH, Secretary

Dated: July 13, 1992

Signed in the presence of:

[Signature]
Rogee Jarrate
[Signature]
Barbara Bishop

STATE OF FLORIDA)
COUNTY OF BROWARD)

SS.

This agreement was acknowledged and signed before me this 13th day of July, 1992 by Felix Sierra, as President and Christy Hertsch, Secretary, of Cocopalms Homeowners' Association, Inc., a Florida Non-profit Corporation. They are personally known to me.

[Signature]
Notary Public (signature)

Paul Kupper
Print Name of Notary Public



PAUL KUPPER
MY COMMISSION #00148970 EXPIRES
October 10, 1995
BONDED THROUGH FARM INSURANCE, INC.

6129192

EX 19855 PG 0408

EXHIBIT "A"

Parcel A, La Margarita Plat, according to the plat thereof, as recorded in Plat Book 147, Page 48 of the Public Records of Broward County, Florida.

EX 79855 PE 0409

RECORDED IN THE OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

State of Florida



Department of State

ROGLIANO AR

JUN 3 1995

I certify the attached is a true and correct copy of the Articles of Incorporation of COCOPALMS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on July 1, 1992, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H92000003581. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N49661.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of July, 1992.

Authentication 92A000057605-7/1/92-N49661-01/02



Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
COCOPALMS HOMEOWNERS' ASSOCIATION, INC.

(A Not-for-Profit Corporation)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, as the same may be amended from time to time and certifies as follows:

ARTICLE I

NAME

The name of the corporation shall be **COCOPALMS HOMEOWNERS' ASSOCIATION, INC.** (hereinafter referred to as the "Association"). Its principal office shall be at 4701 N. W. 7th Manor, Coconut Creek, FL 33063, or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II

NOT-FOR-PROFIT CORPORATION

The Association is a not-for-profit corporation.

ARTICLE III

DURATION

The period of duration of the Association is perpetual.

ARTICLE IV

PURPOSE

The purpose for which the Association is organized is to further the interests of the Members, including without limitation maintenance of property owned by, dedicated to or agreed to be maintained by the Association, and the protection of property Owners; to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Residential Covenants, Conditions, Restrictions and Easements for **COCOPALMS** (the "Declaration") to be recorded in the Public Records of Broward County, Florida, including the establishment and enforcement of payment of Assessments and fines contained therein, and to engage in such other lawful activities as may

PAUL H. KUPFER, ESQUIRE
Florida Bar No. 284408
KUPFER, KUPFER & SKOLNICK, P. A.
Attorneys at Law
1700 University Drive, Coral Springs, FL 33071
(305) 755-3600

be to the mutual benefit of the Membership and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE V

POWERS

The powers of the Association shall include and be governed by the following provisions.

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in the name of the Association for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Members, directors, or officers of the Association. Nothing herein shall prohibit the Association from reimbursing its directors and officers for all expenses reasonably incurred in performing service rendered to the Association.

Section 3. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE VI

QUALIFICATIONS OF MEMBERSHIP

The qualifications for membership and the manner of admission shall be as provided by the By-Laws of the Association.

ARTICLE VII

VOTING RIGHTS

Subject to the restrictions and limitations hereinafter set forth, a Member shall be entitled to one (1) vote for each Privately Owned Site. When one or more persons holds a fee interest in any one (1) Privately Owned Site, the one (1) vote for such site shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) site. Fractional voting is prohibited. There shall be no cumulative voting. The affirmative vote of a majority of the votes of the Members at any meeting of the Members duly called at which a quorum is present shall be binding upon the Members.

ARTICLE VIII

LIABILITY FOR DEBTS

Neither the Members, nor the officers or directors of the Association shall be liable for the debts of the Association.

ARTICLE IX

BOARD OF DIRECTORS

Section 1. The number of directors constituting the initial Board of Directors of the association is three (3) and the names and addresses of the persons who will serve as the initial Board of Directors of the Association are:

Name

Address

FELIX SIERRA

**4701 N.W. 7th MANOR
COCONUT CREEK, FL. 33063**

CHRISTY HERTSCH

**4701 N.W. 7th MANOR
COCONUT CREEK, FL. 33063**

BARBARA BISHOP

**4701 N.W. 7th MANOR
COCONUT CREEK, FL. 33063**

Section 2. The Board of Directors shall be the persons who will manage the corporate affairs of the Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Association and will have the authority to control the affairs of the Association, as are more fully set forth in the Declaration and the By-Laws of the Association.

Section 3. The method of election and terms of office, removal and filing of vacancies shall be as set forth in the By-Laws of the Association.

ARTICLE X

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as

provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE XI

CONSTRUCTION

These Articles of Incorporation and the By-Laws of the Association shall be construed, in the case of any ambiguity or lack of clarity to be consistent with the provision of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation or the By-Laws, the following order of priority shall apply: the Declaration, the Articles of Incorporation and the By-Laws.

ARTICLE XII

SOLE INCORPORATOR

The name and address of the sole incorporator is as follows:

**COCOPALMS DEVELOPMENT GROUP
A FLORIDA GENERAL PARTNERSHIP
4701 N.W. 7th MANOR
COCONUT CREEK, FL. 33063**

ARTICLE XIII

INDEMNIFICATION

The Association shall, to the fullest extent permitted by Florida law, as the same may be amended and supplemented, indemnify any and all directors, officers, committee members and others whom it shall have power to indemnify under said provision from and against any and all of the expenses, liabilities or other matters referred to in or covered by said provisions.

ARTICLE XIV

OFFICERS

The affairs of the Association shall be managed by a President, a Vice-President, a Secretary and a Treasurer, and if elected by the Board of Directors, any such other officers and assistant officers as may be designated by the Board of Directors. The Board of Directors at each annual meeting shall elect, to serve for a term of one (1) year, a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time determine appropriate.

ARTICLE XV

AMENDMENT

Amendments to these Articles of Incorporation shall require the affirmative vote of the Members casting seventy-five (75%) percent of the Total Assessment Units within the Development in favor of such amendment.

ARTICLE XVI

REGISTERED AGENT

The street address of the initial registered office of this corporation is:

**1700 University Drive, Suite 110
Coral Springs, FL 33071**

and the initial registered agent of this corporation at the above is:

PAUL H. KUPFER

This instrument is dated and signed by the undersigned on this 30 day of June, 1992.

Cocopalms Development Group, a Florida General Partnership

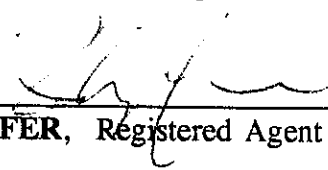
By: Cocopalms Construction, L.C., a Florida Limited Liability Company, General Partner

By: 

**FELIX SIERRA, Executive Member
Sole Incorporator**

ACKNOWLEDGMENT:

Having been named initial registered agent for the above-stated corporation, at the initial registered office designated, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 607, Florida Statutes, relative to keeping open said office.



PAUL H. KUPFER, Registered Agent

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
COCOPALMS HOMEOWNERS' ASSOCIATION, INC.
(A Not-for-Profit Corporation)

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: Amendment adopted:

Addition of the following:

ARTICLE XVIII

DISSOLUTION

Should the Association be dissolved, any property owned by the Association consisting of the surface water management system, as provided in the Declaration, shall be conveyed to an appropriate agency of the local government. If same is not accepted, then the surface water management system must be dedicated to a similar Not-for-Profit Corporation.

SECOND: The date of adoption of the Amendment was July 20, 1992.

THIRD: There are no members or members entitled to vote on the Amendment. The amendment was adopted by the Board of Directors.

Dated: 9-8-92, 1992.

COCOPALMS HOMEOWNERS' ASSOCIATION, INC.
A Florida Not-for-Profit Corporation

By: _____

FELIX SIERRA, President

FILED
92 SEP 16 AM 10:15
SECRETARY OF STATE
TALLAHASSEE FLORIDA

AMENDMENT TO BY-LAWS
OF
COCOPALMS HOMEOWNERS' ASSOCIATION, INC.

COCOPALMS DEVELOPMENT GROUP, A FLORIDA GENERAL PARTNERSHIP, AS DECLARANT AND PURSUANT TO ARTICLE XII, SECTION 5, OF THE BY-LAWS OF THE COCOPALMS HOMEOWNERS' ASSOCIATION, INC. HEREBY SETS FORTH THE FOLLOWING AMENDMENT TO THE BY-LAWS.

Article XI of the By-Laws of is amended as follows:

ARTICLE XI

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association.

Section 3. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 7 below.

Section 4. Reserve Accounts. The Association shall establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Areas.

Section 5. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth in Section 7 below.

Section 6. Fidelity Bonds. The Association shall purchase blanket fidelity bonds for all directors, officers and employees of the Association and for any

management agent, who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds.

(a) Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.

(b) The premiums for bonds shall be paid by the Association.

(c) The fidelity bonds shall cover the maximum funds that will be in the custody of directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force.

(d) Each bond shall include a provision requiring ten (10) days written notice to the Association before the bond can be canceled or substantially modified for any reason.

Section 7. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by a Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;

(e) any financial or other interest which a Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(f) commencing at the end of the month in which the first Site is sold, financial reports shall be prepared for the Association at least annually containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iii) a balance sheet as of the last day of the preceding period;
and

(iv) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (An Assessment shall be considered delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors); and

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. ~~The annual report referred to above shall be prepared on an audited basis by a Certified Public Accountant selected by the Board of Directors.~~

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other person or persons as may designated by resolution of the Board of Directors.

Section 9. Books and Records.

(a) Inspection by Owners and Mortgagees. The Declaration, Articles of Incorporation, By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Institutional First Mortgagee, Owner, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Owner at the office of the Association. Such records shall include a record of receipts and expenditures and accounts of each Owner, which accounts shall designate the names and addresses of the Owner's, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Accounts of Owners shall only be available for inspection by the Owner or such Owner's Institutional First Mortgagee. Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when an inspection may be made; and

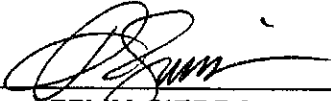
(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 10. Insurance. The Association shall procure, maintain, and keep in full force and effect, insurance as may be required by the Declaration to protect the interests of the Association and the Owners.

Except for amended herein the By-Laws of Cocopalms Homeowners' Association, Inc. shall remain in full force and effect.

COCOPALMS DEVELOPMENT GROUP,
a Florida General Partnership, as Declarant
By: COCOPALMS CONSTRUCTION, L. C.,
a Florida Limited Liability Company, General Partner

By:  4-27-93
FELIX SIERRA

(Items indicated by ----- represent deletions; items indicated by ____ represent additions.)

BY-LAWS
OF
COCOPALMS HOMEOWNERS' ASSOCIATION, INC.

Article I

Identity

Section 1. Name. The name of the corporation is Cocopalms Homeowners' Association, Inc. (the "Association").

Section 2. Principal Office. The initial principal office of the Association is at 4701 N. W. 7th Manor, Coconut Creek, FL 33063.

Section 3. Adoption. These By-Laws have been adopt as the By-Laws of the Association.

Section 4. Definitions. Terms used in these By-Laws which are defined in the Declaration of Residential Covenants, Conditions, Restrictions and Easements for Cocopalms (the "Declaration") shall have the same meaning in this By-Laws as in the Declaration.

Article II

Powers and Duties of the Association
and the Exercise Thereof

The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration or by law.

Article III

Membership

The Association shall have one class of membership. Each Owner shall be a Member of the Association. Members shall have voting rights on Association matters.

Article IV

Meetings of the Members

Section 1. Date and Place of Meetings. Meetings of the Members shall be held on the date and at the place designated by the Board of Directors.

Section 2. Annual Meetings of the Members. An annual meeting of the Members shall be held each year in January. Subject to Article V, at each annual meeting, the Members shall elect the Board of Directors of the Association and may conduct such other business as may be properly be brought before the meeting.

Section 3. Special Meetings. The President of the association may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a majority of the Board of Directors or, if after the Turnover Date, upon a petition signed by Members representing at least ten percent (10%) of the Total Assessment Units. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member, not less than ten (10) days before the date of such meeting, by or at the direction of the President of the Secretary.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association.

Section 5. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Members representing thirty percent (30%) of the Total Assessment Units shall constitute a quorum at all meetings of the Association.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less that five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 4.

Section 7. Vote Required. When a quorum is present at any meeting, a majority of the vote of the Total Assessment Units represented at such meeting by Members present whether in person or by proxy shall decide any questions brought before the meetings,

unless the Declaration, the Articles of Incorporation, these By-Laws or any applicable law provides otherwise.

Section 8. Proxies. Members may vote by proxy. The Board of Directors will determine the form and procedure for the use of proxies.

Section 9. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 10. Action Without a Meeting. Any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by Members representing a majority of the Total Assessment Units.

ARTICLE V

Election of Board of Directors

Section 1. Number of Directors. The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of directors of the Association shall be not less than three (3) nor more than seven (7). The initial Board shall consist of the three (3) persons named in the Articles of Incorporation.

Section 2. Election or Appointment of Directors. Until the Turnover Date, all of the persons on the Board of Directors shall be appointed by the Declarant. On the Turnover Date, the persons appointed by the Declarant shall resign, and the Members shall elect the Board of Directors. Thereafter, only the Members shall elect the Board of Directors.

The Board elected on the Turnover Date shall be elected by a plurality vote. The term of office of the elected Director (or the two (2) elected Directors if there be more than three (3) Directors elected) receiving the highest plurality of votes shall be established at two (2) years and the term of the other elected Directors shall be established at one (1) year each. Thereafter, as many Directors shall be elected as there are regular terms of office of Directors expiring at such time and the term of Directors so elected at each succeeding annual election shall be for two (2) years expiring at the second annual election following their election.

Section 3. Qualifications for Election. Except with respect to directors appointed by the Declarant, all directors shall be Members.

Section 4. Nomination of Directors. Except with respect to directors selected by the Declarant prior to the Turnover Date, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) persons designated by the Members. The Nominating Committee shall be appointed by the Board of Directors not less than one hundred twenty (120) days prior to each annual meeting after the Turnover Date and shall serve for a term of one (1) year or until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall recommend, at least sixty (60) days prior to the annual meeting, the names of Members selected by a majority vote of the Nominating Committee to be submitted to the Members for election to the Board of Directors.

Members who are not members of the Nominating Committee or the Board of Directors representing ten percent (10%) or more of the Total Assessment Units may also nominate candidates for election to the Board of Directors by petition signed by them and filed with the Secretary at least sixty (60) days prior to the annual meeting. The names of any such nominees, after having been certified by the Secretary or any other officer that they are qualified for election, and have been nominated in accordance with the provision of these By-Laws, shall be included in any proxy mailing to the Members.

Nominations may also be made from the floor by Members present at the annual meeting.

Section 5. Removal of Directors and Vacancies. Any director appointed by the Declarant may only be removed by the Declarant. Any director elected by the members may be removed, with or without cause, by the vote of the Members voting a majority of the Total Assessment Units for removal. Upon removal of a director, a successor shall be elected by the party entitled to elect or appoint the director so removed to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences, as determined by the Board, from Board meetings or who is delinquent in the payment of any Assessment or other charges due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining directors. In the event of the death, disability, removal, or resignation of a director, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director.

Section 6. Compensation. No director shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

Section 7. Fiduciary Duty. The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development and the goals of the Association.

ARTICLE VI

Meetings of Board of Directors

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall be held within ten (10) days after the annual meeting of the Members at such time and place as shall be fixed by the Board of Directors.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but commencing with the Turnover Date, at least four (4) regular meetings shall be held during each fiscal year with at least one (1) per quarter, provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of any meeting, other than an annual meeting, shall be communicated to the directors not less than ten (10) days prior to the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by personal delivery, first class mail or telephone at least ten (10) days prior to the date of the meeting, unless the special business is of a nature which, in the President's discretion, requires more immediate action, and then a minimum of twenty-four (24) hours notice shall be deemed sufficient.

Section 4. Waiver of Notice. Any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as when taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall

constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 7. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director and granted by the President. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, when such action is necessary in the reasonable judgment of the President.

Section 8. Telephone Meeting. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director can hear and be heard by all other participating directors.

Section 9. Action Without a Meeting. Any action to be taken at a meeting of the directors or any action that may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as an unanimous vote.

ARTICLE VII

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Assistant Treasures, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time

to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the office of President and Secretary.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors of the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors in the sole discretion of the Board.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VIII

Duties of Officers

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties from time to time specifically be conferred or imposed by the Board of Directors.

Section 1. President. The President shall be the chief executive officer of the Association and shall:

(a) Act as presiding officer at all meetings of the Members and the Board Of Directors.

(b) Call special meetings of the Members and the Board of Directors.

(c) Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

(d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.

(e) Act as an ex-officio member of all committees, and render an annual report at the annual meeting of Members.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

(a) Attend all regular and special meetings of the members and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(b) Have custody of the corporate seal, if any, and affix the same when necessary or required.

(c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.

(d) Have custody of the minute book of the meetings of the Board of Directors and Members, and act as agent for the transfer of the corporate books.

Section 4. Treasurer. The Treasurer shall:

(a) Receive monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements, and be custodian of all contracts, leases and other important documents of the Association which he shall keep safely deposited.

(b) Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver the books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meetings, and make all reports required by law. He shall be the chairman of the Finance Committee.

(c) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE IX

Committees

Section 1. Standing Committees. Each year after the Turnover Date, the President, subject to the approval of the Board of Directors, shall designate the chairman (who shall be a director) and members of each of the following committees:

(a) Grounds Committee. The Grounds Committee shall advise the Board of Directors on matters concerning maintenance of the Common Areas. No live trees shall be moved from the Common Areas nor shall any alteration or improvement be made to the Common Areas except with the approval of the Board of Directors and in accordance with the Declaration.

(b) Legal and By-Laws Committee. The Legal and By-Laws Committee shall be charged with the publication and interpretation of the rules and regulations, By-Laws, and Declaration and generally, with all matters of a legal nature pertaining to the Association.

Section 2. Ad Hoc Committees. The President, subject to the approval of the Board of Directors, may, from time to time, appoint such ad hoc committees, with such powers and composition as the President, with the approval of the Board of Directors shall determine.

Section 3. Powers of Committees. The several committees shall act only as committees and the individual members thereof shall have no power or authority to act on behalf of the Board or the Association.

ARTICLE X

Discipline

Section 1. Enforcement. The Board of Directors, shall have the power to impose reasonable fines, which shall constitute an automatic and continuing lien upon the Site of the violating Owner, to suspend a Owner's right to use the Association Property, and to preclude contractors, subcontractors, agents and other invitees of a Owner or occupant from the Development for violation of any duty imposed under the Declaration, the Community Documents of these By-Laws; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit a Owner's or occupant's ingress and egress to or from a Site. In the event that any occupant of a Site violates the Declaration or any Community Documents or these By-Laws, and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine

upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration, By-Laws, or any Community Documents shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

Section 2. Notice. Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the accused with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within ten (10) days of the notice.

Section 3. Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session of the Board of Directors at the next regularly scheduled meeting or at a Special Meeting affording the accused a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any Person.

Section 4. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration or the Community Documents, or these By-Laws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE XI

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association.

Section 3. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 7 below.

Section 4. Reserve Accounts. The Association shall establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Areas.

Section 5. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth in Section 7 below.

Section 6. Fidelity Bonds. The Association shall purchase blanket fidelity bonds for all directors, officers and employees of the Association and for any management agent, who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds.

(a) Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.

(b) The premiums for bonds shall be paid by the Association.

(c) The fidelity bonds shall cover the maximum funds that will be in the custody of directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force.

(d) Each bond shall include a provision requiring ten (10) days written notice to the Association before the bond can be canceled or substantially modified for any reason.

Section 7. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by a Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;

(e) any financial or other interest which a Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(f) commencing at the end of the month in which the first Site is sold, financial reports shall be prepared for the Association at least annually containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iii) a balance sheet as of the last day of the preceding period; and

(iv) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (An Assessment shall be considered delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors); and

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year.

The annual report referred to above shall be prepared on an audited basis by a Certified Public Accountant selected by the Board of Directors.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other person or persons as may designated by resolution of the Board of Directors.

Section 9. Books and Records.

(a) Inspection by Owners and Mortgagees. The Declaration, Articles of Incorporation, By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Institutional First Mortgagee, Owner, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Owner at the office of the Association. Such records shall include a record of receipts and expenditures and accounts of each Owner, which accounts shall designate the names and addresses of the Owner's, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Accounts of Owners shall only be available for inspection by the Owner or such Owner's Institutional First Mortgagee. Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 10. Insurance. The Association shall procure, maintain, and keep in full force and effect, insurance as may be required by the Declaration to protect the interests of the Association and the Owners.

ARTICLE XII

Miscellaneous

Section 1. Parliamentary Rules. Robert's Rules of Order (then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 2. Construction. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and/or these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 3. Validity. If any rule or regulation is adjudicated to be invalid, such fact shall not affect the validity of any other rule or regulation.

Section 4. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Site of the Owner or Member; or

(b) if the Association, the Board of Directors, or the Manager, at the principal office of the Association or the Manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

Section 5. Amendments. Until the Turnover Date the Declarant may amend these By-Laws in its sole and absolute discretion. After the Turnover Date, the Declarant may amend these By-Laws in its sole and absolute discretion at any time and from time to time if such amendment is (a) necessary to bring any provisions thereof into compliance with an applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Sites; (c) required by an institutional lender or a Government Mortgage Agency or purchaser of mortgage loans, to enable the same to make, insure or purchase mortgage loans on Sites; provided, however, any such amendment shall not adversely affect the title to any Site unless the Owner shall consent thereto in writing. So long as it still owns any part of the Property for development, the Declarant may amend these By-Laws in its sole and absolute discretion for any other purpose, provided the amendment has no material adverse effect upon the

rights of any Owner. Thereafter or otherwise, these By-Laws may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members voting a minimum of sixty-seven percent (67%) of the Total Assessment Units in favor of such amendment. However, the percentage of votes necessary to amend a specific clause shall be not less than prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting Secretary of The Cocopalms Homeowners' Association, Inc., a Florida non-profit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 30th, day of June, 1992, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal this 13th, day of July, 1992, 1992.

Christy Hertsch
Christy Hertsch, Secretary

(Seal)

LAW OFFICES
TUCKER & TIGHE, P.A.

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MICHELLE MONTEKIO
LEE H. BALLARD
STEVEN M. CANTER
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Phone (954)467-7744/Fax (954)467-7905
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www.tuckertighe.com

MORRIS C. TUCKER (RET'D)

October 23, 2017

J&L Property Management, Inc.
10191 W. Sample Road, Suite 203
Coral Springs, FL 33065

OCT 25 2017

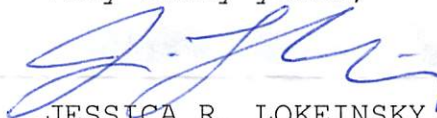
ATTN: Arlene Barnett

Re: Cocopalms Homeowners' Association, Inc.'s Certificate of
Amendment to Association Declaration of Residential Covenants,
Conditions, Restrictions and Easements

Dear Arlene:

Enclosed please the original Certificate Of Amendment To The
Declaration of Residential Covenants, Conditions, Restrictions, and
Easements for Cocopalms Homeowners' Association, Inc.'s , which has
been recorded at Broward County Official Record Instrument no.
114646834. Please keep this document with the Association's
official records.

Very truly yours,


JESSICA R. LOKEINSKY
For the Firm.

JRL:ss

Encl.

F:\COCOPALMS\Return Recorded Doc Ltr.wpd

INSTR # 114646834

Recorded 10/06/17 at 10:11 AM

Broward County Commission

10 Page(s)

#1

PREPARED BY and RETURN TO:
Ashley J. Adams, Esq.
Tucker & Tighe, P.A.
800 E. Broward Blvd. Ste. 710
Fort Lauderdale, FL 33301

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR COCOPALMS

COCOPALMS HOMEOWNERS' ASSOCIATION, INC. hereby certifies that the attached Amendment to the DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COCOPALMS, as recorded in Official Records Book 19855, at Page 387 of the Public Records of Broward County, Florida, was duly adopted in accordance with the governing documents. At least 67% of the Owners executed consents to the attached amendments and a certificate of the Association's attorney stating same is on file at the office of the Association, all as provided in Section 15.3 of the Declaration.

IN WITNESS WHEREOF, the membership has caused this certificate to be executed on this 25 day of September, 2017.

By: Geneva Crawford
President

Attest: Marianly Hernandez Primmer
Secretary

Print: Geneva Crawford
President

Print: Marianly Hernandez Primmer
Secretary

State of Florida :

County of Broward :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Geneva Crawford as President and Marianly Hernandez Primmer as Secretary of Cocopalms Homeowners' Association () who are personally known to me OR () have produced _____ as identification and () who did OR () did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of September, 2017.

Arlene Barnett
NOTARY PUBLIC

My Commission Expires:



ARLENE BARNETT
MY COMMISSION # FF 956046
EXPIRES: March 2, 2020
Bonded Thru Budget Notary Services

MADE IN U.S.A.
EXPIRES: MARCH 31, 2020
MY COMMISSION & FE. REGIONS
VALENE BARNETT



**AMENDMENTS TO THE DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR COCOPALMS**

Additions indicated by underlining, deletions indicated by -----.

Article XVII is added in its entirety as follows:

ARTICLE XVII
OWNERSHIP, OCCUPANCY, AND USE RESTRICTIONS

Section 17.1 All Lots shall be used for single-family residential purposes only, limited to the owner or tenant and the owner's or tenant's immediate family. Immediate family is spouses, domestic partners, children, siblings, and parents.

Section 17.2 Any occupancy other than by the Owner or the Owner's immediate family when the Owner is not in permanent residence, shall be deemed a lease regardless of whether there is an exchange or consideration for the use of the Lot.

.

Section 15.27 of Article XV is amended as follows:

ARTICLE XV
GENERAL PROVISIONS

.

Section 15.27 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Site, such Owner shall first comply with the provisions of Article XVIII of this Declaration ~~give the Board of directors at least seven days prior written notice of the same and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is given by the Board of Directors,~~ sale or transfer is approved by the Association in accordance with Article XVIII, the transferor shall continue to be jointly and severally responsible for all obligations of the owner of the Site hereunder, including payment of assessments,

notwithstanding the transfer of title to the Site.

.

Article XVIII is added in its entirety as follows:

ARTICLE XVIII
SALES, LEASE, TRANSFERS AND CONVEYANCES OF LOTS

Section 18.1 Approval of Sales, Leases, Transfer and Other Conveyances. No lease, sale, transfer, or conveyance of a Lot or of any interest therein shall be valid unless the sale, lease, transfer, or conveyance receives the prior written approval of the Association.

18.1.1 All applicants, whether sale, lease, transfer, or conveyance, must submit the Association's form application for approval. The Association has the right to require that a substantially uniform form of lease be used. All applicants may be required to attend a personal interview with the Board of Directors prior to the time of final processing of the application for approval by the Board. Together with the presentation of the fully-completed application package and any other documentation which may be required by the Board, the applicant shall pay to the Association a screening fee as the Board may set from time to time, not to exceed the highest amount permitted by law, per applicant, other than spouses, which are considered one applicant. The provisions of this subparagraph shall not be applicable to the Association.

18.1.2 The leasing of Lots, and any renewal or extension of an existing lease, shall be subject to the prior written approval of the Association.

Section 18.2 "Good Cause" Disapprovals. If the Association disapproves a prospective sale, lease, transfer, or conveyance for "good cause," the transaction shall not be made; or the occupant not authorized to occupy the Lot. The Association will not disapprove adding a spouse to the deed, or conveying to the Owner's trust or children, without good cause. The Association will be entitled to request and receive full information on the nature of any proposed transfer. Disapproval shall be considered for "good cause" if based on any of the following:

- a. The application and information submitted for approval on its face, or subsequent

investigation thereof, indicates that the person seeking approval may conduct himself/herself or may use the Lot in a manner inconsistent with the governing documents applicable to the Lot or otherwise may have a potentially detrimental effect on neighbors and the community;

- b. The person seeking approval takes possession or occupies the premises prior to approval by the Association as provided herein;
- c. The person seeking approval has a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations as reasonably determined by the Association;
- d. The person seeking approval does not have a credit score of 650 or does not meet such alternate credit score criteria which may be established by the Board from time to time;
- e. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others or disrespect for this or another Association's "Rules and Regulations", as evidence by his/her conduct in other social organizations or associations, or by his/her conduct in this Association as a tenant, owner, occupant or visitor of a Lot;
- f. The person seeking approval failed to provide the information required to process the application in a timely manner or included inaccurate or false information in the application;
- g. The person seeking approval has a record of any arrests, convictions, or institutionalizations indicating their behavior may not match the values of the community or may be disruptive to the community, with the Board having the authority to establish criteria for what criminal history will disqualify a potential applicant;

- h. The Owner requesting the transfer has had fines assessed against him or her which have not been paid;
- i. All assessments and other charges against the Lot have not been paid in full; or
- j. For a lease, if such lease would exceed the percentage limit on rentals, if any, set forth in this Declaration.

Section 18.3 Unauthorized Sales, Leases, Transfers of Ownership, or Occupancy. Any sale, lease, transfer, or other conveyance of ownership, possession or occupancy not authorized pursuant to the terms of this Declaration shall be voidable by the Association unless subsequently approved by the Association. The Association shall take any legal action necessary to enforce and support its positions on these matters at the expense of the Owner, including attorneys' fees. The expense, including attorneys' fees, shall become a Default Assessment against the Lot pursuant to Article XI of this Declaration.

Section 18.4 Leasing Restrictions.

18.4.1 During the first twelve (12) months of ownership commencing on the day of execution of the deed, title, or other document of conveyance:

18.4.1.1 No Lot may be leased; and

18.4.1.2 No Lot may be occupied by persons other than an Owner who owns in his or her individual capacity (i.e. not through a corporation, limited liability company, or other entity) or that individual Owner's immediate family. Immediate family shall be defined as spouse, domestic partner, children, siblings, and parents. Any occupancy other than by the Owner or the Owner's immediate family shall be deemed a lease.

18.4.2 Notwithstanding the foregoing, when a Lot is sold with a tenant renting the Lot, the tenant may remain for the rest of the tenant's then-applicable lease term, provided same is not longer than twelve (12) months. The twelve (12) month time period for this rental/occupancy prohibition will commence to run upon the expiration of that tenant's lease. This section does not apply to Lots acquired by the Association through lien foreclosure or deed in lieu of foreclosure.

18.4.3 The Board may approve a hardship exemption to

the leasing restriction set forth in Section 18.4.1 for an Owner who is unemployed and must relocate to accept a new job. In order to qualify for this hardship exemption, the Owner must have made a good faith effort to sell his or her Lot, but was unable to sell the Lot within ninety (90) days.

18.4.4 Any Owner of more than one (1) Lot within Cocopalms may not lease more than one (1) Lot at a time. For purposes of this section, members of the same family, and corporations or other business entities under the control of an owner or the owner's family, will be considered one owner.

18.4.5 When twenty percent (20%) of all Lots are leased, no further rentals shall be allowed. Any Lots leased or rented by the Association shall not be subject to or counted towards the limit on the total number of rentals as provided by this subsection. The Board of Directors is authorized to make rules governing waiting lists to apply for those seeking to rent and to otherwise carry out this limitation on the total number of rentals. The Board may by rule establish procedures for transitioning into this 20% limit, such as requiring all owners who lease when this 20% limit is instituted to provide copies of leases.

18.4.6 All leases must be for a term of twelve (12) months.

18.4.7 Subleasing of Lots is prohibited. No individual rooms may be rented and no transient tenants may be accommodated.

.

Article XI is amended to establish the obligations of lenders upon foreclosure and that mortgage foreclosure sale third-party purchasers of Lots owe all assessments and maintenance that were owed by the previous Owner(s) as follows:

ARTICLE XI - COVENANT FOR MAINTENANCE ASSESSMENTS

.

~~Section 11.12 Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any recorded Institutional First Mortgage. No sale or transfer shall relieve a Privately Owned Site from liability for any Assessments or from the lien thereof. However, sale or transfer of any Privately Owned Site pursuant to a decree of foreclosure or by~~

~~any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing an Institutional First Mortgage, shall extinguish the lien of such Assessments as to installments which become due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Privately Owned Sites as a common expense at the direction of the Board. No sale or transfer shall relieve the purchaser or transferee of a Privately Owned Site from liability for, nor the Privately Owned Site from the lien of, any Assessments made thereafter.~~

A. Except for first mortgagees to the extent provided in Section B below, and except for the Association, an Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with the previous owners for all unpaid assessments, late fees, interest, attorneys' fees, collection expenses, fines and other amounts that came due up to the time of transfer of title. In the circumstances when the Association has acquired title to a Lot through foreclosure or by deed in lieu of foreclosure, the subsequent Owner's liability for unpaid assessments will be for those amounts which accrued prior to the Association acquiring title to the delinquent Lot. Any rent received while the Association owns the Lot constitutes independent income and will not be credited against assessments on the Lot arising either prior to or after the Association's ownership. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

B. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and any first mortgagee will be relieved of prior debt on a Lot, only as follows:

- (i) If statute applies. A first mortgagee or successor holder of a first mortgage which acquires title through mortgage foreclosure will be entitled to such discounted or "safe harbor" obligation to the Association as may be provided by statute.
- (ii) If no statute applies. If in the future no statute addresses the obligation of a foreclosing mortgagee, the obligation of the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the

lesser of: (a) the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (b) one percent (1%) of the original mortgage debt.

In the circumstances of either (i) or (ii) above, whether or not a mortgage is a first mortgage will be established by the Mortgages and Satisfactions of Mortgages recorded in the Public Records on the date on which the Lis Pendens of a lien foreclosure lawsuit of the Association is recorded.

Furthermore, in the circumstances of either (i) or (ii) above, any discounted or "safe harbor" payoff will only be available to the mortgagee originally named in a first mortgage or person or entity who is named the assignee of the first mortgage in an Assignment of Mortgage recorded in the Public Records prior to the entry of a Final Judgment in the mortgage foreclosure lawsuit.

C. In no event shall any second mortgage or other junior mortgage take priority over the assessment lien.

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Article XV is amended as follows:

ARTICLE XV - GENERAL PROVISIONS

.

Section 15.2 Amendment. ~~Subject to the provisions of Article XVI of this Declaration, until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time from time to time. Any such amendment may impose covenants, conditions, restrictions and easements upon the Development in addition to those set forth herein, including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Development. After the Turnover Date, Declarant may unilaterally amend this Declaration if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Privately Owned~~

~~Sites, (c) required to conform to the requirements of a Government Mortgage Agency, or (d) necessary to correct errors, provided, however, any such amendment shall not materially adversely affect the title to any Privately Owned Site unless the Owner thereof has consented to such amendment in writing. Any amendment not initiated by Declarant may be made by not less than a majority of those Owners attending a meeting in person or by proxy at which a quorum is present. only with the consent of Declarant and the written consent of at least 67% of the Owners, provided, however, that the percentage of written consents necessary to amend a specific clause of the Declaration shall not be less than the prescribed percentage of affirmative consent required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Additionally, any amendment which would affect the surface water management system, including the water management portions of the common areas shall be approved by the South Florida Water Management District.~~

.

Article XIV, providing for bulk rate cable television agreements, is deleted as follows:

~~ARTICLE XIV -- CABLE TELEVISION~~

~~Section 14.1 CATV Agreement. The Association may, but shall not be required to, enter into a bulk rate cable television agreement ("CATV Agreement") for all or a portion of the Properties. If a CATV Agreement is entered into, all Buildings for which a certificate of occupancy has been issued shall be charged for basic cable service as a User Assessment, regardless of whether the Owner desires cable television. It is anticipated tier, remotes, pay channels and other services offered by the cable provider will be available on an individual subscriber basis.~~

~~Section 14.2 Easements. Declarant and the Association shall have the right to grant easements to the cable provider for installation and maintenance of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The cable provider shall also have the right to use easement area dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television equipment installed within the Property.~~

~~Section 14.3 Pre-wire. The cable provider shall be permitted~~

[illegible]

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

SECRET

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the study. The next step is to collect data. This is done by the investigator who is responsible for the study. The next step is to analyze the data. This is done by the investigator who is responsible for the study. The next step is to interpret the results. This is done by the investigator who is responsible for the study. The next step is to draw conclusions. This is done by the investigator who is responsible for the study. The next step is to report the findings. This is done by the investigator who is responsible for the study. The next step is to discuss the implications. This is done by the investigator who is responsible for the study. The next step is to recommend further research. This is done by the investigator who is responsible for the study. The next step is to conclude the study. This is done by the investigator who is responsible for the study.

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is assigned to the case. The investigator will then gather information about the problem and the people involved. This information will be used to develop a plan of action.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-28-2001 BY 60322 UCBAW

~~to pre-wire each Building constructed within the Property for cable television service (collectively, the "Prewire") at its sole costs and expense. Each owner acknowledges that the Prewire installed within the Building shall be and remain personal property of the cable provider. Owners shall have no ownership interest in the Prewire and the right of use thereof shall remain solely with the cable provider. Each Owner by acceptance of title to a Site hereby grants to the cable provider an irrevocable easement to install and maintain the prewire in the Building and agrees not permit any other provider of cable television to utilize the Prewire without the prior written consent of the cable provider, which consent may be withheld by the cable provider in its discretion. Upon termination of the CATV Agreement, the cable provider may, but is not obligated to, remove all or any portion of the Prewire within the Building, after reasonable notice to Buyer, provided no material or substantial injury to the Building would result from such removal.~~

.

Article VII is amended as follows:

ARTICLE VII - CONVEYANCE OF COMMON AREAS AND
ACCEPTANCE OF MAINTENANCE RESPONSIBILITY
FOR ASSOCIATION PROPERTIES

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Section 7.4 Duty to Manage, Control and Maintain Association Properties. The Association, subject to the right of the Owners set forth in this Declaration, shall be responsible for the management and control of the Association Properties and shall maintain and keep the Association Properties in good repair such maintenance to be funded as hereinafter provided. This maintenance shall include, but not limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, fences and Improvements. Notwithstanding anything contained in this Declaration to the contrary, Association shall be responsible for the maintenance, repair and replacement of all fences and gates located on the Lots and Association Property, except for gates installed by an owner not original to the property, and shall have an access easement through the Lots to accomplish same. All Owners, by acceptance of title to any property or the deed to any Privately Owned Site, releases and indemnify the Association from all claims arising from its actions pursuant to this Article.