

THIS INSTRUMENT PREPARED BY:  
DAVID M. BAUMAN, ESQ.  
Bauman & Kanner P. A.  
4050 W. Broward Blvd.  
Plantation, Florida 33317

**THIS IS A NOT A N  
COPY**  
CERTIFICATE OF AMENDMENT OF THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CRESCENT CREEK HOMEOWNERS  
ASSOCIATION, INC.  
WHEREAS, the Declaration of Covenants, Conditions and  
Restrictions establishing CRESCENT CREEK HOMEOWNERS ASSOCIATION,  
INC. (the "Association Documents") is recorded at Official  
Records Book 28238 Page 590, of the Public Records of Broward  
County, Florida; and,

WHEREAS, this Amendment of the Declaration of Covenants,  
Conditions and Restrictions has received unanimous approval of  
the Board of Directors for CRESCENT CREEK HOMEOWNERS ASSOCIATION,  
INC. at a duly held and noticed meeting of the Board of Directors  
as required in said Declaration; and,

WHEREAS, this Amendment of the Declaration of Covenants has  
received approval of not less than two-thirds (2/3) of the Voting  
Members of CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC. as  
required in Article XV, Section K of said Declaration of  
Covenants, Conditions and Restrictions and as further evidenced  
by signatures attached hereto as Exhibit "A"; and,

WHEREAS, the Declaration of Covenants, Conditions and  
Restrictions may be amended by the Board of Directors and Members  
of the Association in accordance with Article XV, Section K of  
the Declaration of Restrictions and Protective Covenants; and,

CODING: Words ~~stricken~~ are deletions; Words underlined are  
additions. Unaffected language by "..."

NOW THEREFORE, the Declaration of Covenants, Conditions and  
Restrictions is amended as follows:

1. Article XII: "LEASING OF LOTS" shall be amended by the  
addition of text as follows:

No Owner may be permitted to lease a Lot for an initial period of twenty-four (24) months subsequent to Owner's purchase of the Lot. Lots may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in the Lot. All leases or occupancy agreements shall be in writing and a copy of all leases of Lots shall be provided to Association. No Lot may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Association Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Owner shall pay them and such funds shall be secured as a charge. Each Owner irrevocably appoints the Association as Owner's agent authorized to bring actions in Owner's name and at Owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Owner at or before the commencement of the lease term. Each tenant shall post a five hundred dollar (\$500.00) "Common Ground Security Deposit" to be held by the Association during the period of tenancy.

**CORPORATE OWNERSHIP.** In the event that a Lot is owned by any entity other than a natural person Association Approval, as set forth herein, shall be required for any person occupying the Lot. Further, any person occupying the Lot must provide to the Association, as a requirement for Association Approval, evidence indicating that said occupant is the owner of no less than fifty-one percent (51%) of the entity holding title to the Lot. Any party deemed to be occupying the Lot with less than a fifty-one percent (51%) ownership interest in the entity holding title shall be deemed an occupant requiring compliance as required herein.

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on the day of June 4, 2014.

Signed, Sealed and Delivered  
in the presence of:

*Alene Barrett*  
ALLENE BARRETT

CRESCENT CREEK HOMEOWNERS  
ASSOCIATION, INC.,  
a Florida not-for-profit  
corporation

By: *Alene Barrett*

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME personally appeared *Alene Barrett* to  
me well known and known to me to be the individual described in  
or who provided as identification  
and who executed the foregoing and acknowledged to me that he/she  
was duly authorized to sign the foregoing on behalf of CRESCENT  
CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit  
corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on  
this 4 day of JUNE, 2014.

*Eileen DeMatteis*  
Notary Public

My Commission Expires:



Prepared by:  
Edward J. Schack  
P.O. Box 50-0370  
Miami, FL 33256-0370

RETURN TO:  
Edward J. Schack, Esq.  
P.O. Box 56-0370  
Miami, Florida 33256-0370

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CRESCENT CREEK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRESCENT CREEK is made on March 31, 1998, by COCONUT POINT-COCONUT CREEK LIMITED PARTNERSHIP, a Florida limited partnership (the "Declarant"), joined by CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

WHEREAS, Declarant is the owner of the following described real property lying in Broward County, Florida:

SEE EXHIBIT "A" ATTACHED  
(the "Property", also referred to as "CRESCENT CREEK"), and Declarant desires to develop it as a residential community; and

WHEREAS, Declarant desires, by this Declaration, to provide for the preservation of the values and improvements of the Property;

and  
WHEREAS, Declarant herewith imposes these protective covenants, conditions and restrictions set forth herein upon the Property;

and  
WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and improvements established as aforesaid to create a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, known as the CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC., to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance, repair or replacement of portions of the Property, and the enforcement of the covenants, restrictions, easements, reservations, regulations, burdens and liens contained herein and the collection and disbursement of the assessments and charges hereafter provided.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be held, owned, used, transferred, sold, conveyed, demise and occupied, subject to the covenants, restrictions, easements, reservations, charges, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property, and which shall be binding upon all parties having any right, title or interest in such Property, or any part thereof, and their heirs, successors and assigns.

ARTICLE I: DEFINITIONS

A. "Architectural Review Board" or "ARB" means the body established by the Board to monitor construction, exterior alterations and modifications of existing improvements or structures, and landscaping as described in Article V(B) of this Declaration.

B. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B". The Articles are incorporated herein.

C. "Assessment" means the Individual Lot Assessment, Special Assessments, Special Lot Assessments and any and all other assessments which are levied or collected by the Association in accordance with the provisions of this Declaration or any other of the CRESCENT CREEK Documents.

D. "Association" means the CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC. which is responsible for operating the Property pursuant to this Declaration. The Association is not a condominium association under Chapter 718, Florida Statutes.

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- E. "Board" or "Board of Directors" means the Board of Directors of the Association.
- F. "Budget" means the budget for the Association.
- G. "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".
- H. "City" means the City of Coconut Creek, Florida.
- I. "Class B Control Period" means that period of time during which Declarant is entitled to at least nine times the total number of votes held by all Class A Members, as provided in the Articles.
- J. "Class B Member" means Declarant, as further specified in the Articles.
- K. "Common Costs" means the expenses for which Owners are jointly and severally liable to the Association as described in the CRESCENT CREEK Documents and includes, but is not limited to:
- (1) administrative expenses of the Association, which include the costs and expenses described in the COCONUT POINT Documents as such, and those costs and expenses incurred by the Association in administering and operating the Property;
  - (2) taxes on Common Property, as more fully described in this Declaration;
  - (3) insurance, as more fully described in this Declaration;
  - (4) maintenance, repair, and replacement expenses incurred by the Association as more fully described in this Declaration;
  - (5) expenses properly incurred by the Association under the terms of a contract for the management of all or a portion of the Property;
  - (6) other expenses incurred by the Association for which the Owners are jointly and severally liable under the terms of this Declaration.
- L. "Common Property" means all portions of the Property not included within a Lot, and such other portions of the Property, if any, as are designated by Declarant for use as same or declared in this Declaration to be Common Property, as more fully set forth in this Declaration. Common Property shall also be deemed to include the interest of the Association in and to any easement granted in favor of the Association, whether such easement has been granted as of the date hereof or shall be granted thereafter; and shall include any non-exclusive easement wherein Persons, in addition to Declarant, are also beneficiaries under the easement.
- M. "Contributing Lot" means each Lot upon its conveyance from Declarant to an Owner. Contributing Lot shall not mean a Lot upon its conveyance by Declarant to Declarant or any of its affiliates, unless specified in a written instrument recorded by Declarant.
- N. "County" means Broward County, Florida.
- O. "Declarant" means COCONUT POINT-COCONUT CREEK LIMITED PARTNERSHIP, a Florida limited partnership, its successors, grantees, and assigns. Notwithstanding the foregoing, an Owner shall not, solely by the purchase of a Lot or a Dwelling Unit, be deemed a successor or assign of Declarant or entitled to the rights of Declarant under this Declaration or any other CRESCENT CREEK Documents, unless such Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by Declarant and recorded in the Public Records of Broward County, Florida. However, if the assignor assigns only a portion of its rights as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the specific rights of Declarant hereunder which were specifically assigned to such assignee to the same extent as if the assignee had been the original Declarant, and such assignee shall not have any of the rights of Declarant hereunder which were not specifically assigned to such assignee. In addition, if any Person obtains title to all of the Property then owned by Declarant as a result of the foreclosure of any mortgage or deed in lieu thereof, such Person may elect to become Declarant by a written election recorded in the Public Records of the County, and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion of the Property, by written appointment recorded in the Public Records of the County. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

O. "Declaration" means this instrument.

P. "Director" means a member of the Board.

Q. "Dwelling Unit" means a single family dwelling that is located on a Lot, provided that a final certificate of occupancy has been issued therefor by the applicable governmental authority. A Dwelling Unit cannot be transferred, demised, sold or leased apart from the Lot. There shall be only one Dwelling Unit on a Lot.

R. "CRESCENT CREEK Documents" means, in the aggregate, this Declaration, the Articles, the Bylaws, the Rules, and all of the instruments and documents, including easements, referred to therein or referred to herein, as same may be modified from time to time.

S. "Individual Lot Assessment" means the Assessment due from each Lot, as further described in Article IX(A) hereof.

T. "Initial Property" means such portion of the Property submitted to the terms, covenants and conditions of this Declaration upon the recording of this Declaration.

U. "Institutional Mortgagee" means any lending institution owning or holding a first mortgage encumbering a Lot which is any of the following institutions:

(1) any Federal or State Savings and Loan or Building and Loan Association, or any commercial or other bank or real estate investment trust, or any mortgage banking company or any subsidiary thereof; or

(2) any "Secondary Mortgage Market Institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, and any other secondary Mortgage Market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or

(3) any and all investors or lenders, or the successors and assigns of such investors or lenders (herein referred to as "Lenders") which have loaned money to Declarant and who hold a mortgage on any portion of the Property securing such a loan; or

(4) such other institutional lenders as the Board shall hereafter approve in writing as Institutional Mortgagees which have acquired a mortgage upon a Lot; or

(5) Declarant, if Declarant owns or holds a mortgage on any portion of the Property, and the transferee of any mortgage encumbering any portion of the Property which mortgage was originally held by Declarant; or

(6) any life insurance company.

V. "Lot" means any one of the lots which are part of the Property and are described in the most recent and approved site plan depicted in Exhibit "D" attached hereto, as may be amended from time to time. The term "Lot" shall also be deemed to include the Dwelling Unit constructed thereon or to be constructed thereon, and other improvements thereon, except as may otherwise be provided in the Declaration. No Lot may be subdivided, and no alienation, transfer, demise, sale or lease of a portion of a Lot shall be permitted. The legal description of any Lot shall be determined by the instrument of conveyance from Declarant to the Owner of the Lot.

W. "Member" or "CRESCENT CREEK Member" means a member of the Association.

X. "Owner" means the owner or owners of the fee simple title to a Lot and includes Declarant for so long as it is individually the owner of the fee simple title to any Lot.

Y. "Person" means any individual, corporation, governmental agency, business trust, estate, personal representative of an estate, trust, trustee, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

Z. "Plat" means the Coconut Point Plat, to be recorded in the Public Records of Broward County, Florida. To the extent that the matters contained therein affect the Property, "Plat" shall also mean Palm Beach County Farms Company Plat No. 3, as recorded in Plat Book 2, at Pages 45 through 55, inclusive, of the Public Records of Palm Beach County, Florida.

AA. "Rules" means the rules and regulations adopted by the Association.

BB. "Site Plan" means that Site Plan attached to this Declaration as Exhibit "D", as may be amended from time to time.

CC. "Special Assessment" means, in addition to other Assessments designated as Special Assessments in the CRESCENT CREEK Documents, those Assessments further described in Article IX(C) hereof.

DD. "Special Lot Assessment" means an Assessment against an Individual Owner, as further described in Article IX(D) hereof.

EE. "Environmental Regulatory Agency" means any governing authority having jurisdiction over any property contemplated in this document for the preservation, restoration or creation of any environmentally sensitive lands. These agencies include, but are not limited to, South Broward Drainage District (SBDD), Broward County Department of Natural Resource Protection (DNRP), South Florida Water Management District (SFWMD), the U.S. Army Corps of Engineers (ACOE) and the U.S. Environmental Protection Agency (EPA).

#### ARTICLE II: DEVELOPMENT PLANS

A. CRESCENT CREEK. Declarant intends to develop or cause to be developed upon the Property a single-family planned residential community to be known as CRESCENT CREEK. Declarant's general plan of development further contemplates that the Dwelling Units shall be whatever type(s) of structures Declarant may choose. The Property shall be comprised of Lots and Common Property.

B. Annexation of Property. Declarant may from time to time, by recording a "Supplement" in the Public Records of the County, add real property to the Property, and may declare that any of such annexed property is Lots or Common Property. To be effective, any Supplement must be executed only by Declarant and the record fee owner(s), if any, of the real property being annexed. Upon recording the Supplement in the Public Records of the County, the annexed property shall be deemed part of the Property and shall be subject to the covenants, restrictions, easements, reservations, charges, burdens and liens set forth in this Declaration. For as long as there is a Class B membership, the annexing of real property to the Property shall require the approval of HUD. Declarant may, but need not, obtain the joinder of HUD on any such Supplement.

C. Withdrawal of Property. If Declarant determines not to develop a particular portion of the Property as part of CRESCENT CREEK, and Declarant desires to make a statement to this effect by instrument of record, then Declarant may by its act alone, so long as it owns the portion of the Property being removed, without the necessity of joinder of the Association or any Person, place a statement to that effect in the Public Records of the County, in which event such portion of the Property described therein will no longer be subject to the terms of this Declaration and exhibits and amendments thereto. It will, however, be subject to the terms and conditions of the surface water management permit issued by the SFWMD for the entire project until such time as the permit is modified to reflect the proposed changes.

D. Effect of Annexation or Withdrawal. SOME OF THE EFFECTS OF ANNEXING OR WITHDRAWING SUCH PROPERTY WOULD BE TO ALLOW FOR A CHANGE IN THE NUMBER OF LOTS; THE PROPORTIONATE SHARE OF COMMON COSTS; THE NUMBER OF CRESCENT CREEK MEMBERS; THE NUMBER OF PERSONS USING THE COMMON PROPERTY; THE SIZE OF THE ASSOCIATION'S BUDGET; AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY CRESCENT CREEK MEMBERS.

#### ARTICLE III: COMMON PROPERTY

A. Initial Common Property. The initial Common Property includes all portions of the Property not included within a Lot. The Common Property shall be deemed to also include the interest of the Association in and to any easement granted in favor of the Association, whether such easement has been granted as of the date hereof or granted hereafter; and shall include any non-exclusive easement wherein Persons, in addition to Declarant, are also beneficiaries under the easement. The Common Property may include, without limitation, entrance ways, lake, utility easements, roadways, roadway swales, sidewalks in the road right-of-way, street lighting, community walls, irrigation system, landscape buffer areas, and street signage, provided that the mentioning of any particular form of Common Property herein shall not require that such form of Common Property be provided.

B. Easements in General. Every CRESCENT CREEK Member shall have a non-exclusive right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and pass with title to each Lot, subject to the right of the Association to adopt Rules governing the use and enjoyment thereof, and the right of Declarant or the Association to grant permits, licenses and easements over, through, across and under the Common Property for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Property.

C. Maintenance of Common Property. The Association shall maintain, operate, manage, insure (other than such Common Property as may be located within a Lot) and repair the Common Property and, where applicable, replace improvements thereto, if any, and pay utilities, insurance, taxes and assessments thereon, and the costs for all of the foregoing shall be a part of the Common Costs. The maintenance and monitoring of the conservation areas shall be part of the Common Costs. Notwithstanding the foregoing, the improvements, landscaping and lawn located upon the surface of any drainage, utility or like kind easement which may be located upon any portion of a Lot shall be maintained by the Owner of such Lot. Notwithstanding the foregoing, nothing herein contained shall be construed as obligating the Association to maintain Insurance, pay taxes or pay assessments on any portion of Common Property lying within a Lot.

D. Conveyance of Common Property. Declarant agrees that it shall convey or cause to be conveyed by either special warranty deed or quitclaim deed and/or bill of sale (for other than easement rights) to the Association or other entity authorized by law, such as, but not limited to, any independent or dependent district created or established pursuant to Florida law (or any Chapter of the Florida Statutes), or any other district elsewhere referred to herein, or the City, County, State or other governmental agency or entity or quasi-governmental agency or entity, fee simple title to the Common Property or portion thereof (including any personal property and improvements) as may be necessary or desirable for the development and use of the Property and for consideration to be determined by Declarant. Declarant shall convey the foregoing, if not previously conveyed, on or before the termination of the Class B Control Period, as described in the Articles, or Declarant may convey all or any portion of the Common Property at such earlier time as Declarant, in its sole discretion, may determine. Any additional Common Property created any time after the termination of the Class B Control Period will be conveyed as stated above upon such Common Property becoming subject to this Declaration. At the time of conveyance of the Common Property, the entity to which same is conveyed shall be required to accept such conveyance of the Common Property and the personal property and improvements appurtenant thereto, if any. Any such entity agrees to accept "AS IS" at the time of conveyance, the Common Property and the personal property and improvements appurtenant thereto, if any, without any representation or warranty, expressed, implied, in fact or by law, as to the condition or fitness of the Common Property or portions thereof and the personal property and improvements thereon. Notwithstanding Article IV, Paragraph B herein or any other provision wherein the Association is required to maintain, operate or repair Common Property, in the event Declarant conveys all or a portion of the Common Property to an entity other than the Association, then such other entity shall be responsible for maintaining, operating and repairing the property conveyed.

Except as hereinafter provided, once title to the Common Property becomes vested in any such entity, such Common Property and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the Owners owning not less than two-thirds of the total number of Lots and the written approval of two-thirds of the Institutional Mortgagees holding first mortgages. The last preceding sentence shall not be applicable to nor prohibit any such entity from (a) granting such easements as are reasonably necessary or appropriate for the development or maintenance of the Common Property in a manner consistent with the provisions of this Declaration and the other CRESCENT CREEK Documents; or (b) encumbering the Common Property vested in such entity, provided, however, such encumbrances are solely to secure loans obtained for improving the Common Property and are obtained pursuant to the CRESCENT CREEK Documents.

#### ARTICLE IV: MAINTENANCE RESPONSIBILITIES

In consideration of the benefits hereinafter contained, and in payment of the Common Costs, Declarant does hereby declare and the Association agrees that the following provisions shall be applicable to the Property, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration and the other CRESCENT CREEK Documents, as follows:

##### A. Maintenance of Lot and Dwelling Unit.

1. Each Owner of a Lot covenants that said Owner shall, at all times, maintain, repair and replace at the Owner's sole expense, all improvements on the Owner's Lot, including but not limited to all portions of the Owner's Dwelling Unit, lighting, fences (whether or not installed by Declarant) and screening, where applicable, sprinkler systems, sidewalks, mailboxes and landscaping, utility lines, ducts, conduits, pipes, wires, utility fixtures and appurtenances which service only the Owner's Lot. Notwithstanding anything provided herein, an Owner shall not be required to maintain any portion of any common or community entry feature to the Property located on the Owner's Lot. The foregoing obligations of the Owner shall be performed such that the Lot and all improvements thereto have a "first class appearance." Any determination as to what constitutes a "first class appearance" shall be made by the Board in its sole discretion. Each Owner, at the Owner's expense, shall properly maintain, repair, irrigate, cultivate and, upon death, removal or destruction of any tree planted by Declarant in such Owner's Lot, replace same.

2. If any Owner fails to carry out any of the Owner's responsibilities pursuant to this Declaration ("Defaulting Owner") (as shall be determined by the Association), the Association shall have the right but not the obligation, after ten (10) days' written notice to the Defaulting Owner, to enter the Lot of the Defaulting Owner for the purpose of performing the responsibilities described in the notice. Such entry on the Lot of the Defaulting Owner shall not be deemed a trespass. In the event of emergencies, the Association may, in its sole discretion, dispense with the aforesaid notice. The cost of performing such responsibilities and the expenses of collection (if any), including court costs and reasonable attorneys' fees at all trial and appellate levels, shall be specially assessed against the Defaulting Owner as a Special Lot Assessment and shall become a lien upon the Lot of the Defaulting Owner, in the manner provided in this Declaration. The Defaulting Owner shall be personally liable to the Association for the payment of amounts assessed against him and for all costs of collecting the same plus interest and attorneys' fees as hereinafter provided. If the amounts assessed against the Defaulting Owner are not paid within 15 days of the date of the assessment, the Board may proceed to enforce and collect said Special Lot Assessments against the Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure of the lien and sale of the Lot. For purposes of this subparagraph, unless the Defaulting Owner performs the obligations set forth in such notice, the date of assessment shall be deemed to be the day after the foregoing ten (10) days has elapsed. Said lien shall be effective only from and after the time of recordation among the Public Records of the County of a written, acknowledged statement signed by an officer of the Association setting forth the amount due. All sums expended shall earn interest at the highest rate permitted under the law. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of lien. Notwithstanding the aforesaid, the provisions of this paragraph



may also be enforced in accordance with the provisions of Article VIII of this Declaration.

**B. Maintenance of Common Property and Other Property.**

1. The Association shall maintain, operate, manage, and insure Common Property and repair and replace any improvements of any nature thereto, which may include but not be limited to landscaping, pavement, drainage facilities, signs, entry features (even if located on any Lot), and any fence that may be installed by Declarant or the Association along the boundary of the Property, and pay such other expenses associated with the Common Property as provided in Article III of this Declaration. All expenses of the Association incurred under this paragraph B(1) and the obligations of the Association under paragraph D of Article III of this Declaration shall be a Common Cost of the Association.

2. The Association shall maintain all drainage systems on the Property, including, without limitation, the Lake and surface and underground drainage facilities and systems. The Association shall have an easement for maintenance of the Lake over the area which forms a twenty (20') border around the Lake as shown on the Site Plan. With respect to Lots which extend to the water's edge or near to the water's edge, the Association shall have an easement for Lake maintenance over twenty (20') of the Lot lying along the Lot boundary closest to and parallel to the edge of the Lake (the "Lake Maintenance Easement"). In cases of Lots lying at a corner of the Lake, the easement shall be defined by the intersection of the extensions of the Lake maintenance easements on the adjoining Lots. Each Owner of such a Lot shall be responsible for the care and maintenance of all portions of the Lot, including, without limitation, the portion thereof subject to the Lake Maintenance Easement, and the Association shall have no responsibility therefor.

3. In order to meet obligations arising out of the initial status of the Property as a Local Area of Particular Concern, as designated by DNRP, Declarant and the City of Coconut Creek entered an agreement regarding Local Area of Particular Concern mitigation whereby the Association will be responsible for maintenance and monitoring of the park (approximately 8.3 acres) located on the Banyan Trails site in Coconut Creek. The Association's monitoring and maintenance obligation will commence upon completion of construction of the park and will terminate five years from that date. The aforesaid park is not located on the Property. In addition to the foregoing, the Association will be responsible for any other requirements imposed by the City of Coconut Creek, Broward County or any other governmental agency regarding the mitigation of the Local Area of Particular Concern requirements, Tree Preservation Code or any other law, statute, regulation, rule or ordinance regarding the preservation of the natural state of the Property or any vegetation, wildlife or natural features located thereon.

4. Any portion of the Common Property located between the boundary of a Lot and the edge of pavement of the roadway or curb shall be maintained by the Owner of such Lot, as more specifically described in Article V(D)(1) hereof. Each Owner, by acceptance of an instrument of conveyance for any Lot, agrees to accept the maintenance obligation as provided herein.

5. Any reimbursement from any utility company for the installation of street lighting shall accrue to the party who paid for the installation of such street lighting.

**ARTICLE V: PRESERVATION OF VALUES AND IMPROVEMENTS**

In order to preserve the values of the Property and improvements thereto, the following provisions shall be applicable to the Property:

A. Owner's Covenant for Use. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Lot shall be used, held, maintained, and conveyed solely in accordance with and subject to the covenants, reservations, easements, restrictions, and lien rights regarding same as are set forth in the CRESCENT CREEK Documents.

**B. Alterations and Improvements.**

1. No construction or remodeling of existing buildings or alterations to existing buildings shall be permitted to be made (other than within the Dwelling Unit), other than by Declarant, without the prior written approval of the Architectural Review Board, except that approval shall be given for those improvements which are set forth in Declarant's original plans and specifications (the "Plans and Specifications") for the type Dwelling Unit (which Plans and Specifications are on file with the City), and such improvements as were originally offered by Declarant as an optional improvement to the Dwelling Unit or Lot (subject to subparagraph V(B)(8)). Except for the aforesaid improvements which are permitted, no Dwelling Unit or structure of any kind, including without limitation, additions, improvements, modifications, exterior painting, mailboxes, pools, fences, walls, pavement, patios, terraces, gazebos, sheds, huts, screening or screened enclosures, tree forts, playhouses or garages, shall be erected or altered, unless first approved by the Architectural Review Board, as set forth herein and in the Bylaws.

2. The Board of Directors may establish reasonable fees to be charged by the Architectural Review Board ("ARB") on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any

application. This Article V(B) shall not apply to construction of improvements or modifications to the Common Property by or on behalf of the Association or Declarant nor to the construction of any improvements on the Lots by Declarant. 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 ARB established in this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or annexed pursuant to this Declaration.

3. The Board of Directors shall establish the ARB to consist of at least three and no more than five persons, all of whom shall be appointed by and serve at the discretion of the Board of Directors. Members of the ARB may include architects or similar professionals who are not Members of the Association. The ARB may promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with those of the CRESCENT CREEK Documents. Such standards and procedures are subject to the approval of the Board.

4. The approval of the ARB 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 matters whatever subsequently or additionally submitted for approval or consent.

5. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, natural conditions, 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: (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Declaration, or (iii) estop the ARB from denying a variance in other circumstances.

6. The approval, rejection, or withholding of any approval by the ARB of the plans, proposals and specifications and the location of all structures, and every alteration of any structure, shall not be construed or interpreted as a representation or determination by the ARB or Declarant that any building, zoning, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner, it being understood that the approval of the ARB or Declarant relates only to the aesthetics of the improvements shown on the plans and specifications, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of any appropriate governmental agencies prior to commencement of any work or construction.

C. Residential Purposes. Lots shall be used for residential purposes only. No commercial or business occupations may be carried on any Lot except for the construction, development and sale or rental of such Lots and Dwelling Units to be constructed thereon by Declarant and for direct accessory services to the Lots such as utilities, maintenance, and other such services. All Lots shall be occupied by no more than one family. The term "family" means a group of persons related to each other by blood, adoption or marriage, together with any minor children entrusted to the care of any such persons, or a group of two persons not related by marriage who maintain a common household, together with persons related to them by blood, adoption or marriage, together with any minor children entrusted to the care of any such persons. "Family" shall also include any person residing in a Dwelling Unit who is performing child care, nursing, housekeeping or other domestic services for the Owner or any member of the family residing therein. In no event shall the total number of persons residing in a Dwelling Unit exceed eight persons.

D. Additional Provisions for the Preservation of the Values and Amenities of CRESCENT CREEK. In order to preserve the values and amenities of CRESCENT CREEK, the following provisions shall be applicable to the Property:

1. Minimum Size: Each Dwelling Unit constructed on a Lot shall contain a minimum of 1,000 square feet of livable air conditioned enclosed floor area ("Enclosed Floor Area"). Open or screened porches, patios, terraces, balconies and garages shall not be included for the purpose of determining the number of square feet of Enclosed Floor Area.

2. Garages: If a garage is constructed on a Lot, it must be an enclosed garage which shall be constructed in accordance with all applicable building codes and ordinances. No carports shall be permitted. Garage doors shall be kept closed except when vehicles or persons enter or leave the garage.

3. Height Restrictions, Roofs: No Improvement on a Lot or the Common Property shall exceed 30 feet in height from the finished first floor or exceed two stories in height. The foregoing provision shall not prohibit parapets or projections from a structure which exceed the foregoing height limitations if approved by the Architectural Review Board and the County. Except with respect to dwelling units constructed by Declarant, roofs shall be constructed of materials such as may be from time to time specified by the ARB, but the adoption by the ARB of standards for roofing materials shall in no way be deemed to excuse the requirement for prior submission of roofing or reroofing plans to the ARB.

4. Subdivision of Lot: No Lot shall be resubdivided.

5. Parking and Prohibited Vehicles:

(a) Parking: Except as set forth in subparagraph (b) below, parking in the Property shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the driveways serving the Dwelling Units, except as set forth in subparagraph (b) below. No vehicles shall be parked on any roadway, swale or any other unpaved portion of the Property, including unpaved portions of any Lot. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Property, except in an enclosed area with the doors thereto closed at all times. This section shall not apply to any activities of Declarant.

(b) Prohibited Vehicles: Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, any trucks, including pick-up trucks with over 3/4 ton capacity, tractors, mobile homes, recreational vehicles, campers, camper trailers, boats and any watercraft, and any trailers for boats, watercraft or any vehicles shall not be parked anywhere on the Property, unless parked in an enclosed garage or in a portion of the Lot completely enclosed by a perimeter fence approved by the ARB. Unless located within an enclosed garage, stored vehicles, vehicles which are obviously inoperable, and vehicles that do not have a current operating license or tag shall not be permitted on the Property. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Property. In addition, in order to preserve the aesthetic values of the community, the Association may require or cause the removal from the Property any vehicle with substantial body damage unless the owner of the vehicle parks said vehicle inside an enclosed garage.

6. One Dwelling Unit Per Lot: Only one single-family Dwelling Unit shall be permitted on any Lot, which Dwelling Unit shall be used only for residential use as more particularly set forth in Paragraph VII(C) hereof.

7. Driveway: All Lots shall have a paved driveway of stable, hard surface and permanent construction. Unless prior written approval of the Architectural Review Board is obtained, the driveway shall be asphalt, concrete, brick or brick pavers. Each driveway shall extend from the Dwelling Unit to the paved portion of the adjacent street. If any portion of the driveway located within a utility easement or within a dedicated right-of-way is damaged or removed as a result of work on the utilities located within such utility easement or dedicated right-of-way, then the Owner of the Lot served by such driveway shall promptly repair and replace such damaged portions of the Owner's driveway at the Owner's expense using materials and design similar to that for the driveway which was damaged. Different materials may be used only where the prior written consent of the Architectural Review Board is obtained.

8. No Time-Sharing: No "Time-Share Plan" (as defined in Section 721.05 (1989) of the Florida Statutes), or any similar plan shall be permitted for any Dwelling Unit.

9. Antennas and Aerials: Except as may be permitted by the prior written consent of the Architectural Review Board, no antennas or aerials shall be placed upon the Property, unless completely inside a Dwelling Unit. Satellite reception dishes with a diameter in excess of eighteen (18") inches shall be permitted only if completely enclosed by a fence or landscaping which meets the requirements of the ARB.

10. Signs, Flags and Banners: No "for sale" signs or "for rent" signs shall be displayed during the Class B Control Period. Thereafter, any "for sale" or "for rent" signs shall be subject to requirements set by the Board as to number, size, letterings and location. No other sign, advertisement or notice shall be permitted on the Property unless specifically permitted by the prior written consent of the Board. Flags, banners, pennants and streamers may not be displayed, except that American flags may be displayed subject to requirements set by the Board as to size and location.

11. Maintenance of Premises: In order to maintain the standards of CRESCENT CREEK, the Property and improvements thereon shall be kept in a good, safe, neat, clean and attractive condition, and all improvements thereon shall be maintained in a finished, painted and attractive condition, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow in excess of four inches for improved property and ten inches for unimproved property. Improved property shall be any Lot on which the construction of a Dwelling Unit has been completed as evidenced by the issuance of a certificate of occupancy. Unimproved property shall be any portion of the Property which is not improved property. Excepted from the foregoing provisions of this Paragraph shall be any portion of the Property owned by Declarant or its nominees through the period of construction of Dwelling Units or other improvements thereon. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within 30 days after the completion of construction of the improvements on such portion of the Property, as evidenced by issuance of a certificate of occupancy, if applicable. Unless prohibited by the applicable governmental authority or unless otherwise maintained by the Association, the Owner of a Lot shall also be responsible for maintaining the property between the edge of the Owner's Lot line and the edge of pavement or curb of the adjacent paved roadway in accordance with the requirements of this Paragraph 11, including, but not limited to, keeping all portions thereof (except the driveways) fully sodded and maintaining the Owner's driveway and the portion of a sidewalk, if any, lying within this area. Upon the failure of an Owner to maintain the Owner's Lot, any portion of the Property adjacent thereto for which the Owner has a duty to maintain and any improvements on the Lot or

adjacent property and upon the Owner's failure to correct such deficiencies within ten (10) days after written notice by the Association or Declarant, the Association or Declarant, until Declarant no longer owns any portion of the Property, may, at its option, enter upon such Lot or portion of the Property and make such corrections as may be necessary, the cost of which shall be paid for by the Owner. If any Owner fails to make payment as requested, the requested payment shall be collected as a Special Lot Assessment from the Owner as elsewhere described in this Declaration. If Declarant makes such corrections, the Association shall upon written request reimburse Declarant for the expense thereof. The application or operation of this subparagraph shall be in addition to the remedies provided in Paragraph IV(B).

12. Compliance with Documents. Each Owner and the Owner's family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the CRESCENT CREEK Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individuals present within CRESCENT CREEK. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property located on the Common Property rendered necessary by the Owner's act, neglect or carelessness, or by that of any of the foregoing parties which shall be paid for by the Owner as a Special Lot Assessment.

13. Casualty Destruction of Improvements. If a Dwelling Unit, structure or other improvement is damaged or destroyed by casualty loss or other loss, then within 90 days after the time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Dwelling Unit, structure or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Dwelling Unit, structure or improvement and restore or repair the Lot in accordance with the requirements of the Architectural Review Board. As to any such reconstruction of a destroyed Dwelling Unit, structure or improvement, the same shall only be replaced with a Dwelling Unit, structure or improvement as are approved as provided herein.

14. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common domesticated household pets not to exceed a total of three may be permitted in a Lot. This limitation does not apply to fish. However, those pets which, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Property, shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board, and such action shall not be deemed to be a trespass or conversion. No pets shall be kept, bred or maintained for any commercial purpose. Pets shall at all times whenever they are outside a Dwelling Unit be carried or confined on a leash held by a responsible person. Pets shall not be permitted on the Common Property.

15. Fences. All fences are subject to the approval of the Architectural Review Board as set forth in Article V(B) hereof, provided that in no event shall fences of any kind be permitted on the front yard portion of any Lot, and provided further that all other fences are limited to chain link fences with green or black vinyl coating, with such fence having a plant hedge abutting the interior of the fence, or fences made of white extruded aluminum, all as further specified by the Architectural Review Board.

#### ARTICLE VI: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Membership in the Association shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance in the Public Records of the County. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Further, Declarant shall be an CRESCENT CREEK Member until such time as set forth in the Articles. Each CRESCENT CREEK Member shall be entitled to the benefit of, and be subject to, the provisions of the CRESCENT CREEK Documents. The voting rights of the CRESCENT CREEK Members shall be as set forth in the Articles and the By-Laws.

#### ARTICLE VII: EASEMENTS

A. Recognition of Existing Easements. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved or granted with respect to the Property whether reserved or granted under this Declaration or other instrument of record. Declarant shall have the right to modify, grant or assign any existing or proposed easements. Existing and/or proposed easements include without limitation the following easements:

1. Water Management Easement. There is hereby granted in favor of the Association a perpetual, non-exclusive easement or easements for flowage, drainage, storm water retention and detention on, over, upon, within and under those portions of the Property consisting of lakes and environmental mitigation areas.

2. Ingress-Egress/Utility and Drainage Easement. There exists in favor of the Association and, if required, the applicable water management district or districts, and any other entity or public body which Declarant or the Association deem appropriate a perpetual, non-exclusive easement or easements for ingress, egress, utilities and drainage on, over, across, through and under the paved roadway, sidewalks, swales, and such other portions of the Property.

3. Ingress-Egress/Governmental Services. There is hereby granted in favor of the Association and each member of the Association and lawful resident on the Property a non-exclusive easement or easements for ingress and egress on, over, across and

through the paved roadways, sidewalks, swales and other portions of the Common Property. There is granted in favor of Broward County, its various agencies and services, and to all other applicable governmental agencies, a perpetual non-exclusive easement on, over, across and through the Property and all portions thereof, for the purpose of rendering police, fire and other governmental services on the Property and, when necessary, with respect to adjoining property, public or private.

**8. Grant and Reservation of Easements.** There is hereby reserved for Declarant, the Association, and their designees or the following perpetual easements on, over, across, through, and under the Property as covenants running with the Property for the benefit of Declarant, the Association, and their designees, for the following purposes and provided that none of such easements shall interfere with the use of the Property for residential purposes, and such easements shall be used only to the extent reasonably necessary for their intended purposes. The following easements may be grants of easements or reservations giving the Declarant the right to grant such easements as the context shall indicate:

**1. Utility Easements.** There is hereby reserved unto Declarant the right to grant non-exclusive or exclusive easements over, under, in and upon any portion of the Property, including, but not limited to, any portion of any Lot, whether or not said Lot has been conveyed, as may be necessary to provide utility services and for ingress and egress for persons and vehicles to provide and maintain such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, street lights, irrigation, television transmission and cable television facilities, telecommunications, limited access service and facilities in connection therewith.

**2. Governmental Services Easement.** There is hereby reserved unto Declarant the right to grant non-exclusive easements to provide for governmental service including, without limitation, police and fire protection, postal service and ambulance service including rights of ingress, egress, and access for persons and equipment necessary for such purposes, for the benefit of all appropriate governmental and quasi-governmental agencies, Declarant and the Association.

**3. Easement for Encroachment.** There is hereby granted an easement for encroachment in favor of the Declarant, all Owners and the Association, as applicable, if any portion of the Common Property now or hereafter encroaches upon any Lot, or if any improvement to any Lot now or hereafter encroaches upon the Common Property, or if the improvements on any Lot now or hereafter encroach upon any other Lot, the foregoing being as a result of inaccuracies in survey, construction or reconstruction, or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. The easement herein granted for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Person for whose benefit the easement is granted.

**4. Ingress-Egress Easement.** There is hereby reserved unto Declarant the right to grant perpetual, non-exclusive easements for ingress and egress on, over, and across the paved roadway, sidewalks, swales, and other such portions of the Property reasonably designed for ingress and egress purposes.

**5. Right of Association and Declarant to Enter Upon Lots.** There is hereby granted and reserved unto Declarant and the Association, or the designees, agents or employees of either, easements for ingress and egress to enter over, under, in, and upon the Lots for the purpose of fulfilling their duties and responsibilities of administration, maintenance or repair in accordance with this Declaration, including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners. Such entry, under, over, in, and upon the Lots shall not be deemed a trespass.

**6. Reservation of Right to Grant or Accept Easements.** Declarant, as long as it owns a Lot, and thereafter the Association, shall have the right to grant or accept on behalf of itself or the Association, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable over and upon the Property or portions thereof. The foregoing reservation shall include, but not be limited to, the right on the part of Declarant to grant any and all types and kinds of easements through any portion of a Lot (including any Lot previously conveyed by Declarant) for any purposes whatsoever.

**7. Easement for Driveway and Sidewalk Maintenance.** Declarant and the Association hereby grant to each Owner, its successors and successors in title, a perpetual, non-exclusive easement for ingress, egress, access and maintenance purposes upon, across, over and under any portion of the Property between the boundary of such Owner's Lot and the edge of pavement of the adjacent paved roadway for the existence, construction, maintenance, repair and replacement of any portion of a sidewalk, a driveway providing access to such Owner's Lot and for the maintenance purposes set forth in Article IV(A) hereinabove.

**8. Easement for Entry Feature.** An easement for the installation, maintenance, repair and replacement of the entry features to the Property and appurtenances thereto, over, under, through and across that portion of any Lots wherein such entry feature may be located.

**9. Utility, Drainage, Maintenance, Original Construction, Encroachment and Sidewalk Easements.** The following easements are granted and reserved in favor of Declarant and the Association to facilitate the construction and maintenance of dwellings, fences and walls along the side Lot lines but with the intent that such easement shall not interfere with the construction of the adjacent dwellings. A Construction, Drainage and Maintenance Easement of four (4) feet in width along the side Lot line of each Lot (but only on

the side of a Lot where a dwelling on an adjacent Lot is constructed along the boundary of the Lot) for the benefit of Declarant and any builder to construct on the adjacent Lot, and the adjacent Lot Owner to maintain the adjacent dwelling, including without limitation, the building structure, water and sewer lines, electric meter, roof overhang, water meter, air conditioning unit(s), and any other part of the building structure and/or appurtenances, if any such structure or appurtenances are actually constructed by Declarant or a builder. Additionally, should any portion of the original dwelling unit conveyed to a Lot Owner by Declarant encroach on an adjacent Lot as described in the previous sentence, such encroachment shall be permitted and deemed part of the Maintenance Easement granted herein for so long as such encroachment shall exist.

10. Declarant's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Declarant, as Owner or otherwise, the Declarant (and any builder having purchased one or more Lots from the Declarant, or such builder's assignee) is extended the right to enter upon the Property at any time and in any way necessary to allow the Declarant or such builder to construct, sell or promote the sales of Lots from within the Property, including, but not limited to, the use of the street in front of the model homes for parking and any such other sales or construction activities deemed necessary or desirable by the Declarant. In addition, Declarant shall have the right to use all of the Common Property as it deems necessary and/or desirable for sales and construction purposes. Notwithstanding any other provision in this Declaration, Declarant is irrevocably empowered to sell, lease, transfer or convey any Lot or Lots on any terms for as long as Declarant owns any Lot.

C. Assignments. The easements or right to grant easements reserved under paragraph B above may be assigned on an exclusive or non-exclusive basis by the Association or, as long as Declarant owns any portion of the Property or Lot, by the Declarant in whole or in part to any City or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant as long as Declarant owns any portion of the Property.

#### ARTICLE VIII: COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Assessments and Common Costs. In order to (1) fulfill the terms, provisions, covenants and conditions contained in the CRESCENT CREEK Documents; and (2) maintain, operate and preserve the Property, for the use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Lot the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the individual Lot Assessments, Special Assessments, and Special Lot Assessments, as hereinafter provided. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the CRESCENT CREEK Documents, provided that the Owner shall be personally obligated only for Assessments that fall due during the time the Owner owns the Lot unless otherwise assumed by such Owner, notwithstanding the fact that the Lot may be subject to a lien for Assessments in addition thereto; provided that, in a voluntary conveyance of a Contributing Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for the Owner's share of Common Costs up to the time of conveyance.

B. Establishment of Liens. Any and all Assessments made by the Association in accordance with the provisions of this Declaration or any of the CRESCENT CREEK Documents (the "Assessments") with interest thereon at the highest rate allowed by law, late charges and costs of collection, including, but not limited to, reasonable attorneys' fees and court costs, are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made. Each Assessment against a Lot, together with interest thereon at the highest rate allowed by law, late charges and costs of collection thereof, including, but not limited to, reasonable attorneys' fees and court costs, shall also be the personal obligation of the Owner of such Lot. Said lien shall be effective only from and after the time of the recordation among the Public Records of the County, of a written, acknowledged statement (sometimes hereinafter referred to as a "claim of lien" or "lien") by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the lien in recordable form. Notwithstanding anything to the contrary herein contained, when an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment(s) against the Lot in question is secured by a claim of lien for Assessment(s) that is recorded prior to the recordation of the mortgage of the Institutional Mortgagee which was foreclosed or with respect to which a deed in lieu of foreclosure was given; provided, however, the unpaid share of Assessment(s) shall be collectible from all of the Owners of Contributing Lots, including such acquirer of title and the Owner's successors and assigns.

C. Late Charges and Collection of Assessments by Association. If any Owner shall fail to pay any Assessment or installment thereof charged to such Owner within 30 days after the same becomes due, then a late charge of \$25, accruing as of the due date, may be levied by the Board for each month the Assessment is unpaid, which late charge may be secured by the filing of a claim of lien as aforescribed. If an Assessment is not paid within 30 days of its due date, the Association shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments for 12 months from the date of the last overdue Assessment based on the then current Individual Lot Assessment amount, notwithstanding any provisions for the payment thereof in installments; provided that in the event of an increase in the individual Lot Assessment amount in the next year's Budget, such Owner shall be liable for the increase at such time as the increased Individual Lot Assessment becomes due.

2. To advance on behalf of the Owner(s) in default, funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees at pretrial, trial and appellate levels, may thereupon be collected by the Association and such advance by the Association shall not waive the default;

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

4. To file an action at law to collect said Assessment plus late charges, plus interest at the highest rate allowed by law from the due date of such Assessment, plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Association.

Notwithstanding the foregoing, the Association shall not be required to bring any action if it believes that the best interest of the Association would not be served by doing so.

D. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement. Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lots. Further, Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Costs on behalf of the Association when the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagees paying overdue Common Costs on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

E. Working Capital Fund. Declarant shall establish a "Working Capital Fund" for the operation of the Association, which shall be collected by Declarant from each Lot purchaser at the time of conveyance of each Lot (on which there is a Dwelling Unit that has received a certificate of occupancy from the applicable governmental authority) to such purchaser in an amount equal to two months of the Individual Lot Assessments for such Lot. The share of each Lot of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet any legitimate Association expense, or to acquire insurance, additional equipment, or services deemed necessary or desirable by the Board of Directors, and may be expended at any time for such purposes. Amounts paid into the fund at closing are not to be considered advance payment of Assessments or as a reserve fund, and are not refundable or transferable.

#### ARTICLE IX: METHOD OF DETERMINING ASSESSMENTS

A. Determining Amount of Assessments. The total anticipated Common Costs for each fiscal year shall be set forth in a Budget prepared by the Board as required under the CRESCENT CREEK Documents. The total anticipated Common Costs (other than those Common Costs which are properly the subject of a "Special Assessment" as hereinafter set forth) shall be apportioned equally among the Contributing Lots by dividing the total anticipated Common Costs which are reflected by the Budget, other than those Common Costs which are properly the subject of Special Assessment (adjusted as hereinafter set forth) by the total number of Contributing Lots at the time of adoption of the Budget, with the quotient thus arrived at being the "Individual Lot Assessment." All questions regarding the number of Contributing Lots subject to this Declaration shall be decided by the Board.

B. Assessment Payments. Individual Lot Assessments which have commenced on a Contributing Lot shall be prorated for the quarter in which the Contributing Lot came into existence, and shall thereafter be payable quarterly in advance on the first day of each quarter of each year, or as otherwise determined from time to time by the Board. For any Budget year, Declarant may elect to pay: (i) the portion of the actual Common Costs, less any provision for reserves, that do not exceed budgeted amounts and which were properly incurred by the Association during that year which is greater than the sums received by the Association from the payment of Common Costs for that year by Owners other than Declarant; or (ii) such amount as Declarant would otherwise be obligated to pay if it had been subject to the annual assessment for Common Costs for that year on those Contributing Lots within the Property of which it is the Owner. Unless Declarant otherwise notifies the Board of Directors at least 60 days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of service or materials, or a combination of these. Other than as provided in this paragraph, Declarant shall have no obligation to contribute or pay any amount for Assessments or Common Costs as to

Lots owned by Declarant. Notwithstanding anything provided herein, Declarant shall never be obligated to pay any amounts for any reserve fund even though the lack of payment of reserves for accounting purposes may be deemed to be an expense of the Association.

C. Special Assessments. Special Assessments include, in addition to other Assessments designated as Special Assessments in the CRESCENT CREEK Documents, those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for Common Property, or the cost of reconstructing or replacing such improvements and such Assessments as may be necessary for the Association to carry out its obligations under the CRESCENT CREEK Documents. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment. No Lots owned by Declarant shall be subject to any Special Assessments without the prior written consent of Declarant. Special Assessments shall be paid in such installments or in a lump sum as the Board shall from time to time determine.

D. Cable Television. The cost of monthly basic cable television service shall be charged to each Owner as a Special Lot Assessment and shall be collected and enforceable in the same manner as any other Special Lot Assessment. Declarant and the Association have entered into certain agreements with Coconut Creek Cable TV, Inc., doing business as TCI of North Broward, a provider of cable television service and facilities, for the purpose of providing for cable television service to and for each Owner. The agreements, including a Broadband Easement and Right of Entry Agreement and Bulk Rate Agreement, shall be referred to herein together as the "CATV Agreement". So long as the CATV Agreement or any similar subsequent agreement is in effect, each Owner shall be required to subscribe to and for basic cable television service (as that term or a similar term may be described and defined in the CATV Agreement). Upon acquiring title to a Lot, each Owner will, if required by the cable operator or the Association, execute a subscription agreement in a form approved by the Association. In the event of the failure of any Owner to enter a subscription agreement within thirty (30) days of the time such owner acquires title to a Lot, then the Association shall be authorized to execute the subscription agreement on behalf of the Owner, and to bind the Owner to the terms thereof. The CATV Agreement may grant to the cable operator an exclusive or non-exclusive easement over, under, in and upon any portion of the Property, including, but not limited to, any portion of any Lot, as may be necessary to install and maintain cable television equipment and facilities and to provide cable television service to each Dwelling Unit. All charges for basic cable television service shall be collected from each Owner each month by the Association as part of the Assessments. The Association shall have the right and authority to collect such charges from each Owner as part of the Assessments and to pay same to the cable television operator, as may be provided in the CATV Agreement. Neither Declarant nor the Association shall be responsible in any way for the providing of cable television service, and nothing contained herein shall be deemed or construed as a warranty, representation or covenant regarding the quality or content of any cable television service or the equipment, facilities and programming provided therewith. No Owner may refuse to pay any portion of an Assessment because of any claim or charge that the cable television operator has breached the CATV Agreement in any respect. Any claim or offset against such cable television operator on account of any such breach shall be asserted exclusively by the Association.

E. Special Lot Assessment. Special Lot Assessment means those Assessments against an Individual Owner which are levied by the Association for maintaining, preserving, and restoring the Common Property and Lots upon such Owner's failure to fulfill the Owner's obligations to do same under the provisions of the CRESCENT CREEK Documents and such other Assessments which are designated as Special Lot Assessments under this Declaration. Special Lot Assessments shall be in addition to the Individual Lot Assessment and shall be enforceable by the Association as other Assessments, provided that no Lot owned by Declarant shall be subject to any Special Lot Assessments without the prior written consent of Declarant. Any damage to any portion of the Property which is caused by an Owner or the Owner's family, tenants, guests, invitees or licensees shall be the responsibility of such Owner, and shall be charged against such Owner and such Owner's Lot as a Special Lot Assessment.

F. Liability of Owners for Individual Lot Assessments, Special Assessments and Special Lot Assessments. By the acceptance of a deed or other instrument of conveyance of a Contributing Lot, each Owner thereof, except for Declarant to the extent Declarant is an Owner, acknowledges that each Contributing Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments (as to Special Assessments, subject to the limitations thereon relating to Lots owned by Declarant), as well as for all other Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Lots for the Common Costs (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments insofar as Declarant is concerned and the limitations on the liability of Institutional Mortgagees, their successors and assigns). Further, such Owners recognize and covenant that they are individually liable for Special Lot Assessments (subject to any specific limitations provided for herein). Subject to such specific limitations, it is recognized and agreed by each Owner, for himself and the Owner's heirs, personal representatives, successors and assigns, that if Owners fail or refuse to pay their Individual Lot Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, including Special Lot Assessments, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owners, and such increased Individual Lot Assessment or Special Assessments or other Assessments can and may be enforced by the Association in the same manner as all other Assessments hereunder as provided in this Declaration. The limitations applicable to Lots owned by Declarant also apply to any portion of an Assessment arising from the failure of any Owner to pay a Special Assessment or a Special Lot Assessment, or any portion thereof. Failure of an Owner to make use of the rights granted in this Declaration shall not terminate the Owner's obligation to pay any Assessments hereunder.



#### ARTICLE X: COMMON COSTS; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses are hereby declared to be Common Costs which the Association shall assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the CRESCENT CREEK Documents:

A. Taxes. Any and all taxes or special assessments levied or assessed at any and all times upon any Common Property or any improvements thereto or thereon by any and all taxing authorities, community development districts established by Chapter 190, Florida Statutes, and water drainage districts, including, without limitation, all taxes, charges, assessments and impositions, and liens for public improvements, special charges and assessments, and in general all taxes and tax liens which may be assessed against the Common Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon, as opposed to any such levies or assessments against an individual Lot which shall be paid by the Owner thereof, shall be Common Costs.

B. Maintenance, Repair and Replacement.

1. Any and all expenses of the Association necessary to maintain, preserve, repair and replace the Common Property, and any improvements thereon under the terms of the CRESCENT CREEK Documents and in conformity with all applicable federal, state, County or municipal laws, statutes, local ordinances, orders, rulings and regulations shall be Common Costs.

2. Any and all expenses of the Association necessary to maintain, preserve, repair, and replace certain improvements or landscaping located on the Property, as provided in this Declaration, including without limitation entrance ways, roadways, roadway swales, street signage, medians, and personal property and equipment related to such improvements and landscaping, if any, which under the terms of this Declaration the Association is obligated to maintain, preserve, repair and replace shall be Common Costs.

3. Any and all expenses of the Association for the repair, maintenance or replacement of any sprinkler system maintained by the Association.

C. Administrative Expenses. The costs of administration for the Association in the performance of its functions and duties under the CRESCENT CREEK Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses shall be Common Costs. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of Declarant) to assist in the operation of the Property and to perform or assist in the performance of certain obligations of the Association under the CRESCENT CREEK Documents. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Common Costs.

D. Compliance with Laws. The Association shall take such action as it determines to be necessary or appropriate in order for the Common Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, and the expenses of the Association hereunder shall be Common Costs.

E. Indemnification. The costs and expenses of fulfilling the covenant of indemnification set forth in Article XIII(Q) of this Declaration shall be a Common Cost.

F. Failure or Refusal of Lot Owners to Pay Assessments. Funds needed for Common Costs due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Common Costs and properly the subject of an Assessment, provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Owners to pay a Special Assessment or a Special Lot Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Lots owned by Declarant.

G. Utility Charges. All charges levied for utilities providing services for the Common Property, whether supplied by a private or public firm, including without limitation all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge, shall be Common Costs.

H. Extraordinary Items. Extraordinary items of expense under the CRESCENT CREEK Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment, subject to the limitations thereon with respect to Lots owned by Declarant, shall be Common Costs.

I. Costs of Reserves. The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation or deferred maintenance of Common Property and improvements thereto or with respect to other improvements, landscaping or equipment which the Association is to maintain, repair and replace pursuant to this Declaration, in amounts determined sufficient and appropriate by the Association from time to time shall be Common Costs. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association, and no Owner shall have any interest, claim or right to such Reserves or any fund

composed of same. No Reserves shall be imposed as Common Costs or otherwise collected from Lot Owners as long as the Declarant owns a Lot, unless Declarant gives its prior written consent thereto.

J. Matters of Special Assessments Generally. Amounts needed for capital improvements or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the CRESCENT CREEK Documents must also be approved by the affirmative vote of a majority of all CRESCENT CREEK Members (at any meeting thereof having a quorum) when the total amount of the Special Assessment for any one item or purpose is in excess of \$5,000, except that no approval need be obtained for a Special Assessment for the replacement or repair of presently existing improvements or personal property on the Common Property. Declarant shall not be obligated for Special Assessments as to Lots owned by Declarant.

K. Insurance. The premiums for all insurance of any type maintained by the Association shall be Common Costs.

L. Miscellaneous Expenses. The cost or expense of all items pertaining to or for the benefit of the Association or any Common Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Costs by the Board shall be a part of the Common Costs.

The foregoing provisions regarding Common Costs shall apply to such costs incurred with respect to the Common Property at any time, regardless of whether the Common Property has been conveyed to the Association as provided in Article III(D) hereof.

#### ARTICLE XI: INSURANCE

A. The Association. The Association shall purchase the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Common Costs:

1. Public Liability Insurance. A comprehensive policy or policies of public liability insurance naming the Association and Declarant, until Declarant is no longer the Class B Member as provided in the Articles, or until Declarant no longer owns any Lots, whichever is later, as named insureds thereof and including, if appropriate, the Owners as insureds thereunder, as insuring against any and all claims or demands made by any Person or Persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Property, or by the Association in performing its duties and obligations under this Declaration, and legal liability arising out of lawsuits related to contracts to which the Association is a party, including without limitation, injuries resulting from the use of improvements made to the Common Property, and for any other risks insured against by such policies, with limits of not less than \$1,000,000 for damages incurred or claimed for personal injury for any one occurrence (with no separate limit stated for the number of claims) and not less than \$100,000 for property damage incurred or claimed for any one occurrence (with no separate limit stated for the number of claims). Such coverage shall include as appropriate and if reasonably available, without limitation, protection against water damage liability, liability for owned and non-owned and hired automobiles and liability for property of others. The insurance purchased shall contain, if obtainable, a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, Declarant, or any other Owners or deny the claim of either the Declarant or Association because of negligent acts of the other or the negligent acts of an Owner.

2. Casualty Insurance. To the extent determined by the Board, if at all, casualty property insurance for all improvements, if any, now or hereafter located upon the Common Property, including fixtures, personal property and equipment thereon, in amount equal to the current full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage. Such insurance is to afford protection against (I) such risks as shall customarily be covered with respect to areas similar to the Common Property in developments similar to the Property in construction, location and use; and (II) at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage. If the improvements to the Common Property are not the type of improvement for which casualty insurance is customarily obtained, the Board shall have no obligation to obtain casualty insurance for such improvement to the Common Property.

3. Fidelity Coverage. At the Board's sole discretion, adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association. Such coverage is to be in the form of fidelity bonds which meet the following requirements to the extent same are reasonably obtainable at a reasonable cost in the judgment of the Board:

- (a) Such bonds shall name the Association as an obligee;
- (b) Such bonds shall be written in an amount equal to at least the sum of three (3) months' Assessments on all Lots, plus the reserves, if any; and
- (c) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

4. Directors' and Officers' Liability Coverage: At the Board's sole discretion, policies of Directors' and Officers' liability insurance in an amount determined by the Board to be adequate to insure the Directors and Officers of the Association against personal liability arising in connection with the performance of their duties not covered by the coverage maintained pursuant to subparagraph 3 above.

5. Other Insurance. The Association may procure such other insurance as the Board of Directors may determine.

B. Owners' Responsibility. The Association shall not procure insurance on any Lot or the Dwelling Unit constructed thereon, or personally contained therein. Accordingly, Owners of Lots shall purchase their own insurance for their Lot and Dwelling Unit and personally located therein, and for any risk they may incur by ownership of a Lot, and for the use of Common Property. Each Lot and the improvements thereon shall be insured by the Owner thereof with fire and extended coverage insurance for loss by fire or other hazards, and such insurance shall be for the maximum insurable value of the Lot and improvements thereto, without deduction for depreciation. The Association shall have the right, but not the obligation, to require Owners to provide to the Association, proof of the insurance required by this Paragraph B as well as proof of payment of the premiums for such insurance. In the event of damage or destruction by fire, flood or other casualty to any Dwelling Unit or other portion of the Lot, the Owner shall be obligated to rebuild and/or repair, as necessary, the Dwelling Unit thereon, subject to the terms, provisions and requirements of this Declaration and the Architectural Review Board. The repair and building of the Dwelling Unit shall be done in a good and workmanlike manner and such repairs and rebuilding shall be performed expeditiously. Notwithstanding anything herein to the contrary, in the event that a Dwelling Unit or any other improvements to a Lot are damaged or destroyed and Assessments have commenced as to such Lot, in no event shall the Assessments with respect to such Lot be reduced, canceled or abated.

#### ARTICLE XII: LEASING OF LOTS

Every lease shall be subordinate to any lien filed by the Association under this Declaration, whether such lien was filed before or after the commencement of the lease. If an Owner leases the Owner's Lot, a lease together with the names of the lessees shall be delivered to the Association prior to the occupancy by the lessee. The Association shall have the right to establish a procedure for screening tenants; accordingly, the Association may then have the right to disapprove tenants. Such lease shall contain a covenant that the lessee acknowledges that the Lot is subject to the CRESCENT CREEK Documents and is familiar with the provisions hereof, and the uses and restrictions contained therein, and agrees to abide by all such provisions. If a lease does not contain such a covenant, then such lease shall nonetheless be deemed to include such covenant. This paragraph shall also apply in the event of subleasing of a Lot to the same extent as to the leasing of a Lot. Each Owner hereby assigns to the Association on a non-exclusive basis the rights, but not the obligations, of a landlord as set forth in Chapter 83, Part II, Florida Statutes (1989), as may be amended, including without limitation the right to pursue the remedies set forth therein; provided, however, that nothing shall require that the Association exercise such rights.

#### ARTICLE XIII: RIGHTS OF INSTITUTIONAL MORTGAGEES

A. General Lender Rights. Upon written request to the Association by an Institutional Mortgagee, or the insurer or guarantor of any Institutional Mortgage encumbering a Lot or residence on a Lot, such Institutional Mortgagee, insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, shall be entitled to prompt written notice of:

1. any condemnation or casualty loss that affects either a material portion of the Property or any Lot or Dwelling Unit on a Lot encumbered by its Institutional Mortgage;
2. any 60 day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or Dwelling Unit on a Lot on which it holds the Institutional Mortgage;
3. a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
4. any proposed action which requires the consent of a specified percentage of Institutional Mortgagees.

B. Financial Statement. Any Institutional Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year.

C. Amendments. Any Institutional Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws, or prior to the effective date of any termination of an agreement with a management company.

D. Additional Lender Rights. In the event that any party which has financed the Construction of the Improvements (as hereinafter defined) (the "Acquiring Party") acquires title to any Lot(s) owned by Declarant (or on which Declarant held a mortgage which was assigned to the Acquiring Party) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Declarant hereunder (and under the Articles, Bylaws

and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles, Bylaws or Rules and Regulations), the Acquiring Party shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Declarant (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Declarant or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles, Bylaws or Rules and Regulations). The Construction of the Improvements shall mean and refer to all of the Improvements constructed upon the Property except for the construction of the dwelling units and improvements made or constructed for the exclusive benefit of any one Lot.

#### ARTICLE XIV: SURFACE WATER MANAGEMENT SYSTEM

A. Association Responsibilities. The Association shall be responsible for operating and maintaining the Property in a manner consistent with the requirements of all Environmental Regulatory Agencies with regard to the flowage, drainage and retention of surface water. Such entities will include, without limitation, the South Florida Water Management District. The system, procedures, improvements and facilities to be employed for such purposes, as set forth in any such governmental requirements and as may be amended from time to time, shall be referred to herein as the "Surface Water Management System". The Association shall be responsible for operating and maintaining the Surface Water Management System in accordance with the foregoing requirements and any requirements imposed in connection with any surface water management permit issued by SFWMD.

B. Part of Common Property Assessments. The Surface Water Management System shall form part of the Common Property. The expense of operating and maintaining same shall be an item of Common Costs for which Members may be assessed by the Association.

C. Maintenance of Conservation Areas. The Association shall be responsible for complying with the requirements of the Maintenance Plan and any other agreement, plan or requirement relating to wetland mitigation, and shall meet all conditions associated with wetland mitigation, maintenance and monitoring.

D. Records. The Registered Agent and the Association shall be responsible for maintaining, as a part of the Official Records of the Association, a copy of the surface water management permit, together with any additional permits issued in connection with the maintenance, monitoring and operation of the Surface Water Management System or the Conservation Areas.

E. Amendments. Any proposed amendment to the provisions of this Article, or any other provision of this Declaration, the Bylaws or the Articles of Incorporation of the Association, which amendment would affect the Surface Water Management System or the maintenance, operation and monitoring of the Conservation Areas (including environmental conservation areas and the water management portions of the water management portions of the Common Property) shall be first submitted to the SFWMD for a determination by said agency of whether the amendment necessitates a modification of the surface water management permit. If a modification to the permit is necessary the SFWMD will so advise the Association.

F. Dissolution of Association. In the event that the Association is permanently dissolved for any reason, then the property consisting of the surface Water Management System shall be conveyed to an appropriate agency of local government. If such agency will not accept such property, then same shall be conveyed and dedicated to a similar non-profit corporation.

#### ARTICLE XV: GENERAL PROVISIONS

A. Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (1) any Owner, at the address of the Person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Lot owned by such Owner; and (2) the Association, certified mail, return receipt requested, at \_\_\_\_\_, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (3) Declarant, certified mail, return receipt requested, at 20000 Pines Boulevard, Pembroke Pines, Florida 33029, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address of Declarant as reflected by the Association records. Notwithstanding the foregoing, notices of meetings of members of the Association, the Board of Directors and the ARB shall be effected in the manner provided in the By-Laws.

1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the CRESCENT CREEK Documents and the books, records and financial statements of the Association to Owners and to Institutional Mortgagees or the Insurers or guarantors of any mortgages encumbering Lots, which mortgages are held by

Institutional Mortgagees.

2. Rights of Listed Mortgagees. Upon receipt by the Association, identifying the name and address of the Institutional Mortgagee holding a mortgage on a Lot or the insurer or guarantor thereof (such holder, insurer, or guarantor is herein referred to as a "Listed Mortgagee"), together with written request therefor from such Listed Mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such Listed Mortgagee the following (until the Association receives a written request from such Listed Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

(a) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot; and

(b) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Lot; and

(c) 30 days' prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Common Property or any improvements thereon, or any fidelity bonds of the Association, as well as copies of any notices of cancellation by others received by the Association with respect thereto; and

(d) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Property; and

(e) Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

(f) Written notice of any failure by an Owner of a Lot encumbered by a first mortgage held by such Listed Mortgagee to perform the Owner's obligations under the CRESCENT CREEK Documents, including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of 90 days.

The failure of the Association to send any such notice to any such Listed Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof, nor shall the Association have any liability for any damage or costs which results or arises from the failure to send such notice.

B. Protect Legal Title to Common Property.

1. No one may grant, lease, convey, pledge, encumber, assign, hypothecate or mortgage any interest in the Common Property without the Association's prior written consent.

2. The Association may incur indebtedness giving a right to a lien of any kind on the Common Property, which liens shall be subject to the CRESCENT CREEK Documents, provided that such indebtedness receives the prior affirmative vote of two-thirds of the CRESCENT CREEK Members.

3. All Persons contracting with the Association or Owners, or Persons furnishing materials or labor thereto, as well as all Persons whomsoever, shall be bound by the provisions of this Article.

C. Rules. The Association, through the Board, shall have the power and authority from time to time to enact Rules and Regulations ("Rules") governing the use, enjoyment, safety, maintenance, repair and preservation of the Common Property. Rules shall be adopted only at duly constituted meetings of the Board after giving notice as required in the CRESCENT CREEK Documents. Rules may include, without limitation, provisions for the use, enjoyment, operation, maintenance, repair and preservation of the pool and pool area and the cabana, including hours of operation and safety rules, and provisions governing the number of guests occupying dwelling units. No Rule may conflict with any term or provision of the CRESCENT CREEK Documents or constitute an amendment of any material term thereof unless same shall be adopted in the manner provided herein for the amendment of this Declaration.

D. Enforcement.

1. The covenants and restrictions contained herein, the CRESCENT CREEK Documents and Other Instruments of Record (as hereinafter defined) may be enforced by Declarant, the Association, any Owner or any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any Person, violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

2. Notwithstanding the availability of the remedies set forth in Article XIII, Paragraph C(1) above, the Association shall also have the power to assess reasonable fines as set forth in the Bylaws to enforce any of the provisions of this Declaration, the Bylaws, the Rules and Other Instruments of Record. Such fines shall be deemed Special Lot Assessments which the Association may enforce in accordance with the provisions of this Declaration.

3. The Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to easements.

D. Captions, Headings and Titles. Article and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

E. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

F. Attorneys' Fees. Any provisions herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to attorneys' fees for the attorneys' services at all trial and appellate levels, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

G. Order of Precedence. In the event of any conflict between any of the provisions of the CRESCENT CREEK Documents, other instruments affecting the Property and the Rules, the conflicting provision of the highest order instrument or item shall prevail, with the order of such instruments or items determined as follows, in descending order of priority: 1) Laws, statutes, ordinances, codes, regulations and other governmental requirements; 2) Easements, restrictions, covenants and other matters affecting the Property duly recorded in the Public Records of Broward County prior to the recordation of the Declaration; 3) The Declaration; 4) The Articles; 5) The By-Laws; and 6) the Rules. Notwithstanding the foregoing, specific provisions shall prevail over more general provisions regarding the same subject matter.

H. Severability. If any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Certain Rights of Declarant. Notwithstanding anything to the contrary herein contained, no improvements constructed by Declarant shall be subject to either the approval of the Association or the ARB. Furthermore, notwithstanding anything to the contrary contained in this Declaration, nothing herein contained shall, or shall be construed to, limit, abridge or in any way affect the rights of Declarant and its successors and assigns to use all portions of the Property in conjunction with, and as part of, its program of sale, leasing, construction and development of and within the Property including, without limitation, the right to use portions of the Property owned by Declarant or the Association to store construction materials, assemble construction components, park vehicles, transact business, maintain models and a sales office, place signs, employ sales personnel, and show Lots, without any cost to Declarant and its successors, nominees and assigns for such rights and privileges. Declarant and its successors, nominees, and assigns shall have the right to construct, maintain, and repair such structures or improvements including the carrying on of all activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate for the development of the Property. Declarant may, pursuant to its programs of construction, temporarily suspend or interrupt the use of Common Property. Further, the provisions and covenants set forth in Article V of this Declaration shall not apply to Declarant or Declarant's designees, successors or assigns to the extent Article V conflicts with the rights of Declarant contained in this Paragraph I. The rights and privileges of Declarant as set forth in this Article XIII, Paragraph I, which are in addition to and are in no way a limit on any other rights or privileges of Declarant under any of the CRESCENT CREEK Documents, shall terminate upon Declarant's no longer owning any portion of the Property, or upon such earlier date as Declarant shall notify the Association in writing of Declarant's voluntary election to relinquish the aforesaid rights and privileges. This paragraph may not be suspended, superseded, or modified in any manner by any amendment to this Declaration unless such amendment is first consented to in writing by Declarant. For the purposes of this Article XIII, Paragraph I, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct improvements upon the Property, or its successors and assigns, if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure.

J. Disputes as to Use. If there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property or any parts thereof in accordance with Paragraph J of this

Article XII shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Association.

K. Term, Amendment, Termination and Modification.

1. The covenants and restrictions of this Declaration shall run with the and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by at least two thirds (2/3) of the then CRESCENT CREEK Members, has been recorded within the year preceding the beginning of each successive period of ten years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

2. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant shall have the right, until the termination of the Class B Control Period, in its sole discretion and by its sole act without the joinder or consent of any Person, unless provided otherwise herein, by an instrument filed of record, to modify, enlarge, amend, delete, waive or add to provisions of this Declaration; provided, however, that the Association shall, forthwith but not more than ten days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

3. Except as set forth in subparagraph 2 above, the process of amending or modifying this Declaration shall be as follows:

(a) Until the termination of the Class B Control Period, all amendments or modifications shall be first approved in writing and joined by Declarant which joinder and approval may be withheld in the sole discretion of Declarant.

(b) By the vote of two-thirds of all CRESCENT CREEK Members, together with the approval or ratification of a majority of the Board. The aforementioned vote of the CRESCENT CREEK Members may be evidenced by an instrument of writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in accordance with the Bylaws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. Amendments for correction of scrivener's errors or other defects in this Declaration may be made by Declarant alone until the termination of the Class B Control Period, and thereafter by the Board alone without the need of consent of the Owners or any other Person.

(c) After the termination of the Class B Control Period, a true copy of any amendment to this Declaration shall be sent via certified mail by the Association to Declarant within five days of its adoption.

(d) Further, Declarant may, in its sole discretion, with the approval of no other Person, including without limitation any mortgagees, being required, amend this Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Declarant to make an amendment to this Declaration for any purpose whatsoever. For as long as there is a Class B membership, any amendment to this Declaration shall require the approval of HUD. Declarant may, but need not, obtain the joinder of HUD on any such amendment.

4. Notwithstanding the other provisions of this Paragraph K, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or any Institutional Mortgagee, under this Declaration or any other of the CRESCENT CREEK Documents without the specific written approval of Declarant, the Association or Institutional Mortgagees affected thereby. Notwithstanding any other provision of this Paragraph K, Declarant shall have the right, power and authority to make any amendment to this Declaration without the joinder of any other person, entity or agency, within ninety days of the date this Declaration is recorded in the Public Records of Broward County, Florida.

5. A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Association to the Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice pursuant to Paragraph A above. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification among the Public Records of the County, but the certificate shall not be recorded until 30 days after the Mailing, unless such 30 day period is waived in writing by Declarant and all Institutional Mortgagees holding mortgages on any portion of the Property.

6. Supplements are not amendments and need only be executed as set forth in Article II hereof.

L. Delegation and Enforcement. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board or community development district established pursuant to, Chapter 190, Florida Statutes, from time to time and whether or not related to Declarant.

M. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiation settlement and agreements with a condemning authority for acquisition of the Common Property or a part thereof by any condemning authority. If the Association receives any award or payment arising from any taking of Common Property or any improvements thereon as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Property and improvements thereon to the extent deemed advisable by the Association, and the remaining balance of such net proceeds, if any, shall be retained by the Association, and used as determined by the Association.

N. Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths of all Owners prior to the payment of legal or other fees to Persons engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

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- (1) the collection of Assessments;
  - (2) the collection of other charges which Owners are obligated to pay, pursuant to the CRESCENT CREEK Documents;
  - (3) the enforcement of the restrictions contained in the CRESCENT CREEK Documents, including but not limited to those against tenants;
  - (4) in an emergency, when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Property or to Owners; or
  - (5) in any condemnation proceeding.

O. Non-Liability of Declarant. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than Declarant. ALL CRESCENT CREEK MEMBERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL CRESCENT CREEK MEMBERS, OWNERS AND OCCUPANTS OF ANY DWELLING UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL REVIEW BOARD DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL REVIEW BOARD MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH CRESCENT CREEK MEMBER, OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF DWELLING UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY, IF ANY.

P. Indemnification and Exculpation.

1. Indemnification.

(a) The Association shall defend, indemnify and hold Declarant, its directors, officers, agents and employees and the Association's directors, officers, agents and employees (collectively the "Indemnified Parties") harmless from and against any and



all claims, suits, actions, threatened actions, injury, loss, liability, damages, causes of action and expenses of any nature (including but not limited to any derivative action brought by the Association on behalf of any Owner) ("Indemnified Loss") which may be incurred by the Indemnified Parties in connection with or arising directly or indirectly from any personal injury, loss of life and/or damage or encroachment to property in, about or abutting the Common Property, the Lot, or the Property, or any part thereof, directly or indirectly from any act or omission of the Indemnified Parties. The Indemnification provided in this Section shall apply whether or not any Indemnified Party is acting in the Owner's capacity as Declarant, director, officer, or agent at the time any Indemnified Loss is incurred. Indemnified Losses pursuant to this Paragraph shall include, but not be limited to, all costs, attorneys' fees (including all appellate levels), expenses, and liabilities.

(b) The indemnification pursuant to this Paragraph shall include any and all expenses that any Indemnified Party incurs to enforce its rights pursuant to this Declaration, including pursuance of an order for specific enforcement of any of the provisions, conditions, covenants or restrictions contained herein.

## 2. Exculpation.

(a) The Association and all Owners agree that any liability of any person, corporation, partnership or other entity arising out of or in connection with this Declaration, the Lot, the Property or the Common Property shall be limited solely to the cost of correcting defects in work, equipment or components furnished that were warranted in specific written warranties given by Declarant to such Owners.

(b) No Person shall be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use, loss of capital, cost of substitute housing or equipment, facilities or services, or claims by third parties. Repairs or replacements shall not interrupt or prolong the term of any written warranty or extend the obligation of Declarant to replace or repair the property warranted.

(c) Any rights, privileges, or warranties contained herein shall not be assigned or assignable but are personal between the original Owners, or the Association and Declarant.

(d) The Owners agree that there have been no oral or implied warranties by any Person affecting the Lot, the Property or the Common Property.

(e) A closing on any Lot shall supersede and render null and void any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, except for specific written warranties made by Declarant.

(f) Any claim against Declarant, its directors, officers, agents or employees, arising out of or in connection herewith, shall be decided by arbitration in accordance with the rules of the American Arbitration Association. The award, if any, rendered by the arbitrators shall be final and binding upon the parties. Judgment may be entered upon any such decision by the arbitrators in accordance with the applicable law in any court having jurisdiction over the parties.

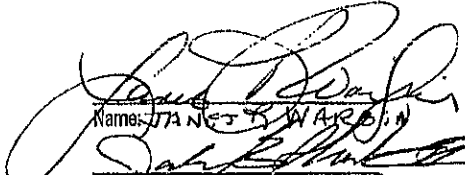

(g) The directors, officers, agents and employees of Declarant or the Association shall not be subject to personal liability of any nature arising or by reason of the construction, use or sale of the Lot, the Property or the Common Property. Each Owner by acceptance of a deed to any Lot waives, on behalf of such Owner and such Owner's family, tenants, guests and invitees, any claim or right that it may have against such Person and agrees that any and all claims for liability or loss arising by reason of this Declaration, or the construction, use or sale of the Lot, the Property or the Common Property shall be against Declarant only and shall be limited by and subject to the provisions of this Declaration.

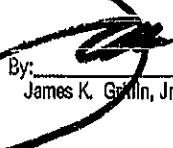
IN WITNESS WHEREOF, this Declaration has been signed by the Declarant and the Association, on the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT:



COCONUT POINT-COCONUT CREEK LIMITED PARTNERSHIP,  
a Florida limited partnership, by MS/SEP #2 GP, L.P., a Florida limited  
liability company, by HEARTHSTONE ADVISORS, INC., a California  
corporation, Manager

  
Name: JANET R. WARGIN  
  
Name: JACK E. SHORT

By:   
James K. Griffin, Jr., as Senior Vice-President

ASSOCIATION:

CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC.,  
a Florida not for profit corporation

  
Name: EDWARD J. SCHACK  
  
Name: BARBARA SCHACK

By:   
as President

STATE OF FLORIDA  
COUNTY OF


The foregoing instrument was acknowledged before me on March 31, 1998, by James K. Griffin, Jr., as Senior Vice President of  
Hearthstone Advisors, Inc., manager of MS/SEP #2 GP, L.P., general partner of Coconut Point-Coconut Creek Limited Partnership, who  
is personally known to me or has produced N/A as identification.

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on MAY 10 1998, by MICHAEL SCHACK who is personally known to  
me, or has produced \_\_\_\_\_ as identification, as President of CRESCENT CREEK HOMEOWNERS  
ASSOCIATION, INC., a Florida not for profit corporation.

  
NOTARY PUBLIC

JANET R. WARGIN  
Notary Public, State of Florida  
My Commission Expires Aug 4, 2001  
Commission # CC656860

 Barbara Schack  
Notary Public, State of Florida  
Commission No. CC 417334  
My Commission Expires 02/04/99  
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

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## EXHIBIT "A"

All that portion of Tract 52 in Block 83, lying Westerly of the East line of the West 1/2 of Section 32, Township 47 South, Range 42 East and lying Westerly of the East line of the West 1/2 of Section 5, Township 48 South, Range 42 East and a portion of Tract 1 in Block 84, lying Westerly of the East line of the West 1/2 of said Section 5 and lying Northerly of the northerly right-of-way line of Hillsboro Boulevard (State Road 810) as now located and constructed, TOGETHER with that portion of Northwest 71st Street that falls between the two above described tracts, according to PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2 at pages 45 through 54 inclusive of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of Tract 52, Block 83, Section 32, Township 47 South, Range 42 East; Thence North 89°37'37" East along the North line of Tract 52, a distance of 986.88 feet to a point on the East line of the West one-half (W 1/2) of Section 32, Township 47 South, Range 42 East; Thence South 02°25'42" East, along said East line, a distance of 427.81 feet to the North one-quarter (N 1/4) corner of Section 5, Township 48 South, Range 42 East; Thence South 00°59'25" East along the West line of "ADIOS PLAT" as recorded in Plat Book 113, Page 24, of the Public Records of Broward County, Florida, a distance of 283.20 feet; Thence South 89°40'09" West along the North line of Tract 1, Block 84, Section 5, Township 48 South, Range 42 East, a distance of 532.00 feet; Thence South 00°59'25" East, a distance of 594.19 feet to a point on the North line of Parcel 112, as described in that certain Order of Taking recorded in Official Records Book 22655, Pages 196 through 199 inclusive, of the Public Records of Broward County, Florida; Thence South 89°37'48" West along said North line, a distance of 355.77 feet to a point on the East line of Parcel 113, as described in that certain Order of Taking recorded in Official Records Book 22655, Pages 196 through 199 inclusive, of the Public Records of Broward County, Florida, also being the Northwest corner of said Parcel 112; Thence North 00°22'32" West along the East line of said Parcel 113, a distance of 356.00 feet to the Northeast corner of said Parcel 113; Thence South 89°37'48" West along the North line of said Parcel 113, a distance of 120.00 feet to a point on the West line of Tract 1, Block 84 and the Northwest corner of said Parcel 113; Thence North 00°22'32" West along the West line of Tract 1, Block 84, a distance of 288.48 feet to the Northwest corner of said Tract 1; Thence North 00°42'35" West along the West line of Tract 52, Block 83 and its Southerly extension thereof, a distance of 660.00 feet to the POINT OF BEGINNING.

Said lands situate lying and being in the City of Coconut Creek, Broward County, Florida and containing 21.711 acres, more or less.

Vd'cocoVegala

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EXHIBIT "B"

ARTICLES OF INCORPORATION

FOR

CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC.

97 OCT -3 AM 9:32

TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned does incorporate a corporation not for profit and certifies:

**ARTICLE I: NAME.** The name of the corporation is CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC. (referred to herein as the "Association").

**ARTICLE II: PRINCIPAL OFFICE.** The principal office of the Association is located at 7145 Crescent Creek Way, Crescent Creek, Florida, 33073. Edward J. Schack, whose address is Suite 210, 7655 S.W. 104th Street, Pinecrest, Florida, 33156, is appointed the initial registered agent of this Association.

**ARTICLE III: PURPOSES.** The Association is formed to provide for maintenance, preservation and architectural control of the residence Lots and Common Property within that certain tract of property described as:

SEE EXHIBIT "A" ATTACHED  
(referred to herein as the "Property")

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the authority of the Association. The Association is not formed for the purpose of pecuniary gain or profit to the members thereof.

**ARTICLE IV: POWERS.** The powers of the Association shall include and shall be governed by the following provisions:

1. Exercise all of the powers and privileges and to perform all the duties and obligations of the association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Crescent Creek applicable to the Property and recorded or to be recorded in the Public Records of Broward County, Florida, and as the same may be amended from time to time as therein provided (referred to herein as the "Declaration"), said Declaration being incorporated herein as if set forth at length. The terms used in these Articles, including the terms "Declarant", "Owner", "Lot", and "Common Property" shall have the same meaning as set forth in the Declaration.
2. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
3. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
5. Dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
6. Participate in mergers and consolidations with other nonprofit corporations organized for the same

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purposes or annex additional residential property and Common Property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

7. Have and exercise any and all powers, rights, and privileges which a corporation organized under the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes, as same may be amended from time to time (the "Act"), by law may now or hereafter have or exercise.

**ARTICLE V: MEMBERSHIP.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**ARTICLE VI: VOTING RIGHTS.** The Association shall have two classes of voting membership:

**Class A:** Class A members shall be all Owners, with the except of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B:** Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or when Declarant elects to convert its membership to Class A membership, whichever first occurs. The time during which there is a Class B membership shall be referred to as the Class B Control Period.

**ARTICLE VII: BOARD OF DIRECTORS.** The affairs of the Association shall be managed by a Board of Directors, who need not be members of the Association. Prior to the expiration of the Class B Control Period, the number of directors will be three (3). After the expiration of the Class B Control Period, the number of the directors will be seven (7). The number of directors may be changed by amendment of the By-Laws of the Association. The names and address of the person who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Michael Schack	7145 Crescent Creek Way Crescent Creek, FI 33073
Michael Waymouth	7145 Crescent Creek Way Crescent Creek, FI 33073
Elsa Schack	7145 Crescent Creek Way Crescent Creek, FI 33073

At the first annual meeting after the expiration of the Class B Control Period, the members shall elect three directors for terms of one year each, two directors for terms of two years each and two directors for terms of three years each; and at each annual meeting thereafter the members shall elect directors to fill open or expired directorships for terms of three years.

**ARTICLE VIII: DURATION.** The corporation shall exist perpetually.

**ARTICLE IX: AMENDMENTS.** Amendment of these Articles shall require the assent of seventy five

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percent (75%) of the entire membership.

**ARTICLE X: DISTRIBUTIONS.** No part of the income or profit of the Association may be distributed to its members, officers or directors.

**ARTICLE XI: BY-LAWS.** The first By-Laws of the Association shall be adopted by the Board of Directors, and may be amended by the directors and members as provided in the By-Laws.

**ARTICLE XII: SUCCESSOR.** In the event the corporation is dissolved, the assets thereof shall be conveyed to either: (a) a public body; or, (b) a corporation not for profit with purposes similar to those of the corporation.

Executed on September 29, 1997, by the incorporator.

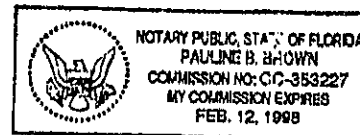
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Edward J. Schack  
Incorporator

STATE OF FLORIDA  
BROWARD COUNTY

Acknowledged before me on September 29, 1997 by Edward J. Schack, to me personally known or who produced \_\_\_\_\_ as identification.

Pauline B. Brown  
Notary Public



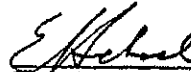
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TALLAHASSEE, FLORIDA

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ACCEPTANCE OF DESIGNATION AS RESIDENT AGENT

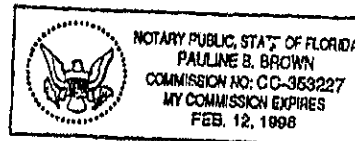
The undersigned, EDWARD J. SCHACK, accepts the designation as resident agent of the foregoing corporation. The undersigned is familiar with and accepts the obligations of that position.

  
Edward J. Schack

STATE OF FLORIDA  
BROWARD COUNTY

Acknowledged before me on September 29, 1997, by Edward J. Schack to me personally known or who produced \_\_\_\_\_ as identification.

  
Notary Public



BK28238PG0617

## EXHIBIT "C"

### BY-LAWS

#### CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC.

The following are adopted as the By-Laws of Crescent Creek Homeowners Association, Inc., by the directors:

**1. NAME AND LOCATION.** The name of the corporation is **CRESCENT CREEK HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 7145 Crescent Creek Way, Coconut Creek, Florida, 33073, but meetings of **Members** and directors may be held at such places within the State of Florida, County of Broward, as may be designated by the Board of Directors.

**2. DEFINITIONS.** The term "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for CRESCENT CREEK recorded in the Public Records of Broward County, Florida, applicable to the following described real property located in Broward County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO  
(referred to herein as the "**Property**").

The terms "**Common Property**", "**Declarant**", "**Lot**", "**Owner**", and "**Member**" shall have the same meanings as described and defined in the Declaration. The term "**Articles**" shall mean and refer to the Articles of Incorporation of the **Association**. The term "**Class B Control Period**" shall have the same meaning as described and defined in the Articles.

#### **3. MEETINGS OF MEMBERS.**

**A. Annual Meetings.** The first annual meeting of the **Members** shall be held on September 9, 1999, and each subsequent regular annual meeting of the **Members** shall be held on the second Tuesday of each September of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the **Members** is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**B. Special Meetings.** Special meetings of the **Members** may be called at any time by the president or by the Board of Directors, or upon written request of the **Members** who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership. Business conducted at any special meeting shall be limited to the purposes and matters described in the notice thereof.

**C. Notice of Meetings.** Written notice of each meeting of the **Members** shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each **Member** entitled to vote thereat, addressed to the **Member's** address last appearing on the books of the Association, or supplied by such **Member** to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**D. Quorum.** The presence at the meeting of **Members** entitled to cast, or of proxies entitled to cast, twenty (20%) percent of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the **Members** entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**E. Proxies.** At all meetings of **Members**, each **Member** may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and, if not revoked, shall terminate ninety (90) days from the date of the proxy. No holder of a proxy shall have any greater voting rights than the person giving the proxy. To be valid, a proxy must be dated, state the date, time and location of the

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location of the meeting for which it is given, and must be signed by the person giving the proxy. A proxy shall be valid only for the meeting described in the proxy, including any adjournments or reconvening thereof.

F. Location. Meetings of Members shall be held within Broward County, Florida.

#### 4. BOARD OF DIRECTORS.

A. Number. During the Class B Control Period, the affairs of the Association shall be governed by a board of three (3) Directors, all of whom shall be appointed by Declarant. After the expiration of the Class B Control Period the affairs of the Association shall be governed by a board of seven (7) Directors. It shall not be a requirement that a director be a Member of the Association as a qualification for such office.

B. Term of Office. At the first annual meeting after the Class B Control Period, the Members shall elect three directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the Members shall elect directors to fill vacancies on the Board for terms of three years.

C. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

D. Compensation. No director shall receive compensation for any service such director may render to the Association for the performance of the director's duties. However, any director may be reimbursed for the actual expenses incurred by the director in the performance of the director's duties.

#### 5. NOMINATION AND ELECTION OF DIRECTORS.

A. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as any nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

B. Election. Election to the Board of Directors shall be by secret written ballot. At such election each Member, either directly or through a proxy, may cast one vote in respect to each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

#### 6. MEETINGS OF DIRECTORS.

A. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

B. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors.

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C. **Notice.** Notices of all meetings of the Board of Directors shall be posted at a conspicuous place within the CRESCENT CREEK community at least forty eight (48) hours prior to the meeting. Alternatively, if notice is not posted at a conspicuous place within the community, then notice of each meeting of the Board of Directors shall be mailed or delivered to each Member at least seven (7) days prior to the meeting.

D. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

E. **Business at Meetings.** No assessment of any kind may be levied at a meeting of the Board of Directors unless the proposed assessment is described in the notice of the meeting. Directors may not vote by proxy at meetings of the Board of Directors. Each Member shall have the right to be present at any meeting of the Board of Directors.

F. **Scope.** The provisions of this Paragraph shall apply to each committee or other similar body of the Board of Directors.

#### 7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. **Powers.** The Board of Directors shall have the power to:

(i) adopt and publish rules and regulations governing the use of the **Common Property**, and the personal conduct of the Members and their guests thereon, and to establish fines for the infraction thereof;

(ii) suspend the voting rights and right to use of the **Common Property** (except for ingress and egress) of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice of not less than 14 days and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(iii) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Articles, or the Declaration;

(iv) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(v) appoint a Director to fill the office of any Director who ceases to serve as such for any reason other than the expiration of the term of the Director, such appointment to be effective for the unexpired term of the Director so replaced; and

(vi) appoint the officers of the Association, as provided herein and in the Declaration.

(vii) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

B. **Duties.** It shall be the duty of the Board of Directors to:

(i) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members.

(ii) supervise all officers, agents and employees of this Association, and to see that their duties are

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properly performed;

(ii) as more fully provided in the Declaration, to:

(a) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(b) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(c) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Property to be maintained.

(iv) As more fully provided in the Declaration, and subject to the provisions hereof,

a) determine the amount of regular and special assessments against each Lot;

b) provide notice to each Owner of any special assessment or change in any regular assessment.

#### 8. OFFICERS AND THEIR DUTIES.

A. **Enumeration of Offices.** The officers of the Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

B. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

C. **Terms of Officers.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. **Resignation and Removal.** Any officer may be removed from office with or without cause by

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meeting of the ARB. A meeting may be continued by the ARB for a period of time not in excess of thirty (30) days if additional information is reasonably required pertaining to the request for approval. A meeting may also be continued at the request of the Owner making the application, upon such conditions as the ARB may approve.

C. **Decisions.** Decisions on requests for approval of alterations or improvements shall be made by a majority of the ARB, and a record shall be made thereof. In the event that the ARB fails to vote on the application at a meeting commenced within thirty days of the date of the application, or at a continuation thereof, then the application shall be deemed as approved.

**10. BOOKS AND RECORDS.** The Association shall keep its Official Records as provided by law. The Official Records, including minutes of meetings of Members and directors, books, records, papers and any other documents required to be kept by the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**11. ASSESSMENTS.** As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Property, abandonment of the Member's Lot, or by offset for any liability claimed by the Member against the Association.

**12. AMENDMENTS.**

A. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present in person or by proxy.

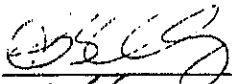
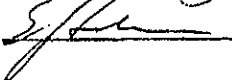
B. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

C. So long as there is a Class B member of the Association, any amendment to these By-Laws shall require to the prior approval of the Department of Housing and Urban Development (HUD).

**13. MISCELLANEOUS.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Adopted by the Board of Directors of the Association on Feb. 2, 1998.

WITNESSES:

CRESCENT CREEK HOMEOWNERS  
ASSOCIATION, INC.

By: 

Name:  
Director

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the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**F. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer who has vacated the office.

**G. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section D of this Paragraph,

**H. Duties.** The duties of the officers are as follows:

(i) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(ii) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(iii) **The secretary** shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the **Members**; keep the corporate seal of the **Association** and affix it on all papers requiring said seal; serve notice of meetings of the Board, the **ARB** and of the **Members**; keep appropriate current records showing the **Members** of the **Association** together with their addresses, and shall perform such other duties as required by the Board.

(iv) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the **Association** and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the **Association**; keep proper books of account; cause an annual audit of the **Association's** books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the **Members**.

**9. ARCHITECTURAL REVIEW BOARD; COMMITTEES.** The Association shall appoint an Architectural Review Board ("ARB") as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**A. Applications.** Any Owner seeking to make any alteration or improvement, as is more fully described in the Declaration, shall submit a written application for approval of same to the ARB. The application shall include plans, specifications and other information as may be required by the ARB, and shall be accompanied by any fees for such application as may be set by the Board of Directors.

**B. Meetings.** The ARB shall meet from time to time to consider applications by Owners for approval of alterations or improvements, but in no event later than thirty (30) days from the date any request is made. A majority of the members of the ARB shall constitute a quorum. Notice of all meetings of the ARB shall be given in the same manner and subject to the same requirements as meetings of the Board of Directors. Each Member shall have the right to be present at any

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[Signature]  
[Signature]  
[Signature]  
[Signature]

By: [Signature]  
Name:  
Director

By: [Signature]  
Name:  
Director

## CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Crescent Creek Homeowners Association, Inc., a Florida corporation, and,

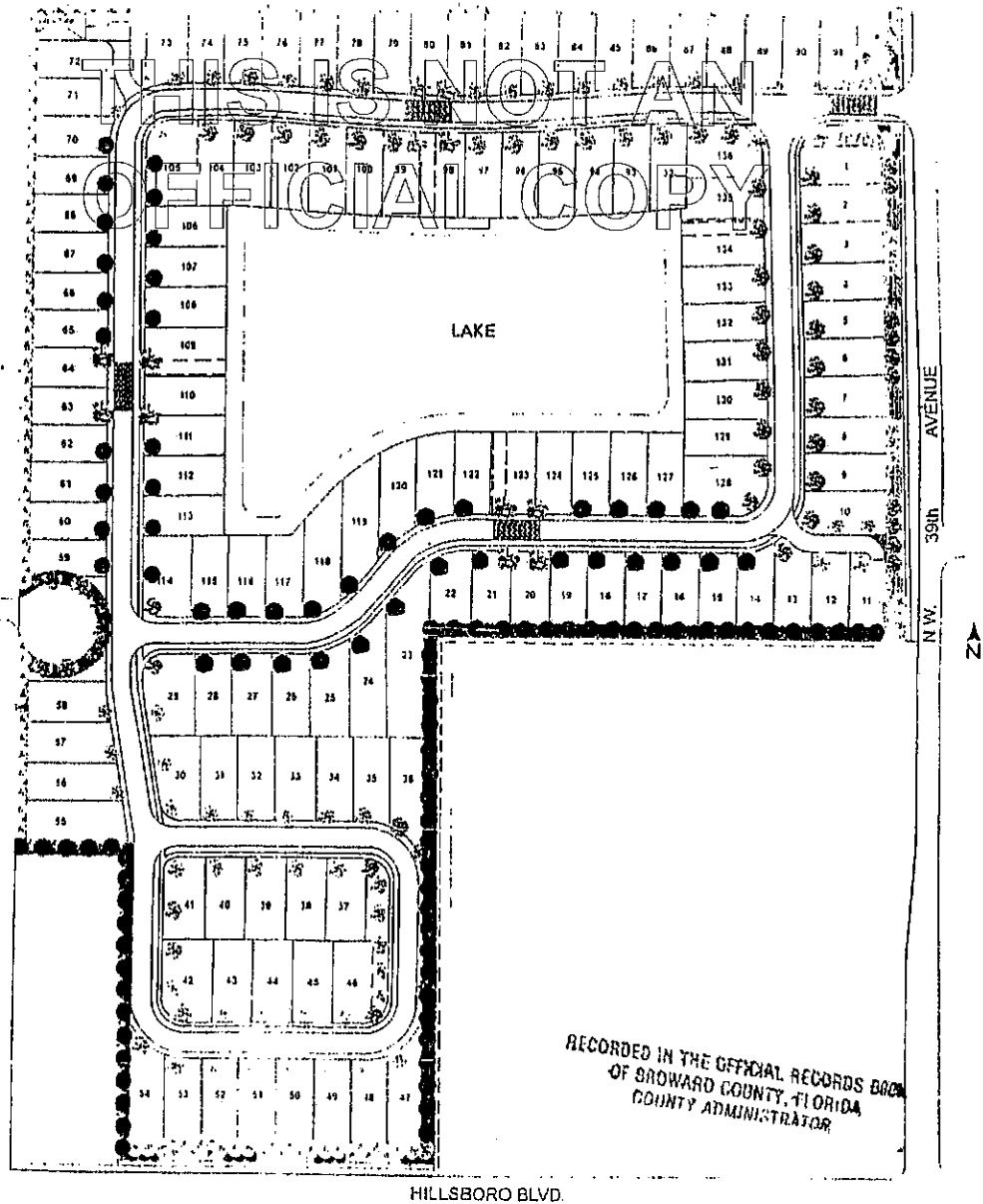
THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 22 day of February, 1998.

Dated: Feb 25, 1998.

[Signature]  
Secretary

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## Site Plan



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