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12-14-96 12:47PM

This instrument prepared by:
Return to:

Robert A. Arabian, Esq. ✓
Robert A. Arabian, P.A.
8333 W. McNab Road, Suite 220
Tamarac, FL 33321

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS FOR
JACARANDA POINTE MAINTENANCE ASSOCIATION, INC.**

WE, the undersigned, being duly elected officers of JACARANDA POINTE MAINTENANCE ASSOCIATION, INC., do hereby certify that the attached amendments to the Declaration of Covenants for Jacaranda Pointe Maintenance Association, Inc., recorded January 26, 1989, in Official Records Book 16143, Page 1, of the Public Records of Broward County, Florida, were duly proposed and adopted by the Board of Directors and membership of JACARANDA POINTE MAINTENANCE ASSOCIATION, INC. and that the attached signatures constitute a majority of the Owners entitled to vote.

IN WITNESS WHEREOF, the undersigned officers of the corporation specified below have hereunto set their hands on behalf of the corporation, and affixed the corporate seal, this 16 day of August, 1996

JACARANDA POINTE MAINTENANCE
ASSOCIATION, INC.

By: Diana Bockino
Printed Name: Diana Bockino
President

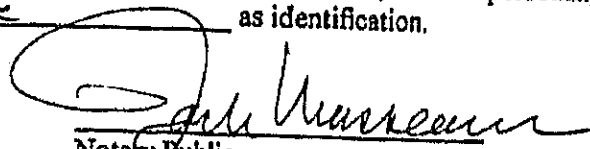
Attest: Deborah G. Dummitt
Printed Name: Deborah Dummitt
Secretary



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STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of AUGUST
1996 by Dana Boeking, as president and Deborah Summitt
as secretary of JACARANDA POINTE MAINTENANCE ASSOCIATION, INC., on behalf of the
corporation. They personally appeared before me at the time of notarization, and are personally
known to me or have produced license as identification.



Notary Public

Printed Name:

My Commission expires:



BK25780PC0193

APPROVAL BY THE CITY OF PLANTATION

The undersigned, duly authorized signatory for the City of Plantation, hereby approves the following amendments to the Declaration of Covenants for Jacaranda Pointe Maintenance Association, Inc.

IN WITNESS WHEREOF the undersigned has hereunto affixed his or her hand and seal this 30 day of October, 1996.

Barbara Shown Her
Witness Barbara Shown Her
Printed Name: 400 N.W. 73 Ave.
Plantation, FL. 33301

Donald J. Lunny, Jr.
Witness Donald J. Lunny, Jr.
Printed Name: 400 N.W. 73 Ave.
Plantation, FL. 33301
STATE OF FLORIDA
COUNTY OF BROWARD

CITY OF PLANTATION

By: F. Veltri
Title: F. Veltri, Mayor
Printed Name: 400 N.W. 73rd. Avenue
Plantation, FL. 33301

The foregoing instrument was acknowledged before me this 30 day of October, 1996 by FRANK VELTRI, as MAYOR of the CITY OF PLANTATION, on behalf of the municipality. He or she personally appeared before me at the time of notarization, and is personally known to me or has produced as identification.



Donald J. Lunny, Jr.
Notary Public
Printed Name:
My Commission expires:

APPROVED AS TO FORM:
Donald J. Lunny, Jr.
CITY ATTORNEY DATE 10/30/96

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Substantial rewording of Declaration. See Article XIII, Section 6, for present text:

Section 6. Leasing of Units by Owners. A Unit shall not be leased without the prior written approval of the Association. The Association may collect a reasonable fee, not to exceed \$50.00, for processing the request for approval. Prior to leasing any Unit, a Unit Owner shall deliver an executed copy of the proposed lease agreement, along with the name and address of each prospective lessee, and other information as the Association may reasonably request, to the Association. All leases shall contain a statement by the lessee acknowledging that the lease is subject to the Declaration of Covenants for Jacaranda Pointe Maintenance Association, Inc., the By-laws of the Association, all Rules and Regulations which may, from time to time, be promulgated by the Association, and that the lessee agrees to abide by same. No Unit may be leased for a period of less than 6 months, nor may any Unit be leased to another lessee more than twice within any 12 consecutive months, except that this provision shall not apply to a Unit wherein the previous lessee has defaulted or been removed through legal process. The total number of persons occupying a Unit under any lease shall not exceed 2 persons per bedroom in the Unit. Within 20 days after receipt of the required documentation and information, the Association shall either approve or disapprove the proposed lessee in writing. If the Association does not approve or disapprove the proposed lessee within the 20 day period, the lessee shall be deemed approved. Approval by the Association does not relieve the Unit Owner from any liability or obligation under the Declaration, By-laws, or Rules and Regulations promulgated by the Association. Any disapproval shall state, in writing, the basis for the decision. In the event a lessee, its guest, or invitee, fails to comply with any provision of the Declaration, By-Laws, or other Rules and Regulations promulgated by the Association, the lessee shall be deemed to have defaulted under the lease. The Association shall notify the lessee in writing of the alleged default or violation, and that the lessee shall correct same within 3 days. If the lessee fails to correct the default or violation, the Association may bring an action to evict the lessee. Eviction shall not be an exclusive remedy and the Association may pursue any other remedy available under the Declaration or applicable statute, at equity or at law. The Association's right to bring an action against the lessee shall be independent of any cause of action the Unit Owner may have against the lessee, and independent of any cause of action the Association may have against the Unit Owner. In the event the Association brings any such action, the Association shall be entitled to recover the costs of bringing the action, including a reasonable attorney's fee, and which shall be assessed to the Unit Owner.

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Article XIII, Section 8, of the Declaration is created to read as follows:

Section 8. Sale of Units by Owners. Prior to selling any Unit, a Unit Owner shall notify the Association in writing of the proposed sale. All sales contracts shall contain a statement by the purchaser acknowledging that the sale is subject to the Declaration of Covenants for Jacaranda Pointe Maintenance Association, Inc., the By-laws of the Association, all Rules and Regulations which may, from time to time, be promulgated by the Association, and that the purchaser agrees to abide by same. Within ten (10) days of the sale or transfer of a Unit, the purchaser or transferee shall deliver a copy of the deed or other instrument of conveyance, and other information the Association may reasonably request, to the Association.

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SIGNATURES OF OWNERS

Name:	Address:
Suzanne Andrus	9512 NW 8th Circle
Phyllis Fleet	9576 NW 8 Circle
Duran Harris	9572 NW 8 Circle
Helen Florio	9568 NW 8 Circle
Luca Caligiuri	9562 NW 8th Circle
Bob Black	9560 NW 8 Circle
Joy Tracy	9558 NW 8th Circle
Marijean Ruderman	9564 NW 8th Circle
Ruth Zygmanski	9526 NW 8 Circle
Jessie Packer	9528 NW 8th Circle
Shirley & Ray Stout	9446 N.W. 8 Circle
Phyllis Fort	9578 NW 8th Circle
A. Chomkowski	9508 NW 8th Circle
Ami [Signature]	9538 NW 8 Circle
Kate [Signature]	9566 N.W. 8th Circle
Paul Kohler	9324 NW 8th Circle
Maria Lida Sarmento	9316 NW 8th Circle
Sharon Monahan	9312 NW 8 Circle
William Luckett	9366 NW 8 Circle
Emory Orger	9330 NW 8 Circle
K. Krautwurst	9360 NW 8th Circle

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SIGNATURES OF OWNERS

Name:	Address:
Henry Malin	9424 NW 8 Circle Plantation FL
Frances Rotford	9400 N.W. 8 Ct. Plantation
Eisne Nicholls	9406 N.W. 8 Court. Plantation
Rosa Daniels	9410 NW 8th Circle, Plantation
Debbie Rosamaria	9412 NW 8th Circle, Plantation
Walter Pyanum	9418 N.W. 8 Circle
Joe O'Leary	9430 NW 8 Circle
Carol E. Kelley	9384 N.W. 8th Circle
James McHenry	9386 N.W. 8 Circle
Don Berline	9402 NW 8th Circle
Steven A. Nibell	9404 NW 8 Circle
Jack Sullivan	9448 NW 8th Circle
Donald W. De...	9416 NW 8 Circle
E. W. Lutz	9414 NW 8 Circle
B. Bailey	9428 NW 8 Circle
J. Home	9434 NW 8 Circle
Donna	9438 NW 8 Circle, Plantation
W. J. J. J. J.	9440 N.W. 8th Circle, Plantation
Cheryl Eggleston	9616 NW 8th Circle
Martha Chambers	9614 NW 8th Circle
Janice Critchell	9607 NW 8th Circle

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SIGNATURES OF OWNERS

Name:	Address:
Mary + Mary Hurd	9504 NW 8th circle
Joseph Boekino	9506 NW 8th circle
Catherine Dolgin	9502 NW 8th Circle
1984	9520 NW 8 98
Paul A. Burch	9500 NW 8 circle
Victor L. Jones	9516 NW 8 CIR.
Mary Bagnall	9514 NW 8th Circle
Harry D. Huber	9318 NW 8th Circle
Elborah D. Dunnitt	9302 N.W. 8th Circle
Diana Oliver	9300 NW 8 Circle (Wanda Oliver born)
Henriette Stiffel	9306 NW 8 circle
Angie Rosenthal	9308 NW 8th Circle
Kenn Seaver	9310 NW 8 Cir
A. Seaver	9314 NW 8 Cir.
Mark F. Seaver	9320 NW 8 CIR.
M. Rubenstein	9322 NW 8 CIR
Markov	9332 NW 8 CIR.
Patricia Conlan	9338 NW 8th CIR
Mark	9340 NW 8th CIRCLE
H. Katy	9342 NW 8th CIRCLE
Barbara D. Luanova	9344 NW 8th Circle

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SIGNATURES OF OWNERS

Name:

Address:

AAHole For <u>Will</u>	9346 NW 8th Circle
only <u>Greg Heston</u>	9522 NW 8th Circle
<u>Grace Heston</u>	9326 NW 8th Circle
<u>V. Kennedy</u>	9336 NW 8th Circle
<u>Landy Freeman</u>	9328 NW 8th Circle
<u>Shirley Heston</u>	9356 NW 8th Circle
<u>Grace Heston</u>	9358 NW 8th Circle
<u>John Carney</u>	9302 NW 8 Circle
<u>Steve Johnson</u>	9368 NW 8 Circle
<u>Pauline Jensen</u>	9374 NW 8 Circle
<u>Howard Goff</u>	9378 NW 8 Circle
<u>Barbara Goff</u>	9364 NW 8 Circle
<u>John Johnson</u>	9388 NW 8th Circle
<u>Roberto Di Paolo</u>	9352 NW 8th Circle
<u>M. Keegan</u>	9460 NW 8 Circle
<u>Alma Heston</u>	9454 NW 8 Circle
<u>Ernest A. Heston</u>	9458 NW 8 Circle
<u>Angie Vassini</u>	9456 NW 8 Circle
<u>AB Stepps</u>	9462 NW 8th Cir
<u>John Lee</u>	9450 NW 8 Circle
<u>HC Olivero</u>	9452 NW 8 Circle

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SIGNATURES OF OWNERS

Name:

Address:

BUSAN AGUILA	9602 N.W. 8th Circle, Plantation
Greg Trotter	9601 N.W. 8th Circle, Plantation
[Signature]	9609 NW 8th Circle & CASTLETON
[Signature]	9615 NW 8th Circle
Chris Blatz	9617 N.W. 8th Circle
Joan Di Petris	9621 NW 8 CIRCLE
Anthony H. Bryan	9627 NW 8th CIRCLE
Maria Bunnello	9536 NW 8th Circle
Phil Daniel	9542 N.W. 8 CIRCLE
John Davis	9544 NW 8 Circle
Hal Wiggins	9607 NW 8th Circle
[Signature]	9611 NW 8th Circle
L. F. Quisart	9534 NW 8th Circle
Leonardo Langarita	9530 NW 8th CIRCLE
Nancy Steinberg	9619 NW 8 Circle
Barbara Katt	9623 NW 8th Circle
Steve R. K.	9605 NW 8 Circle
Paul Kuyum	9604 NW 8th Circle
John G. Gaffer	9600 NW 8th Circle
[Signature]	9629 NW 8 Circle
Ted W. G.	9538 NW 8 Circle

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Prepared by:

89034349

JEFFREY D. KNEEN, ESQUIRE
LEVY, KNEEN, GOYES, WIENER
GOLDSTEIN & KORNFIELD, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401

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FOR

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DECLARATION OF COVENANTS

FOR

JACARANDA POINTE MAINTENANCE ASSOCIATION, INC.

THIS DECLARATION, made by THE ENGLE GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Broward County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

WHEREAS, the purpose of these covenants and restrictions is to provide a homeowner's association which will have the responsibility for providing maintenance and landscaping of the grounds and private roadways which exclusively serve the Units within the boundaries of the Properties, as hereinafter more specifically set forth, for the benefit of the Owners of the residences within the Properties; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth;

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to JACARANDA POINTE MAINTENANCE ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Unit" shall mean each residential lot within the Properties on which a single family, residential dwelling is intended to be constructed by Declarant and conveyed by recorded deed to a purchaser thereof (unless otherwise specifically stated to the contrary in such deed). No resubdivision of a Unit shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Unit shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Unit. The legal description for each Unit shall be by metes and bound

PREPARED BY:

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Levy, Kneen, Boyes, Wiener,
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West Palm Beach, Florida 33401
Telephone: (407) 478-4700

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description as set forth in the deed from Declarant to each purchaser thereof.

Section 5. "Declarant" shall mean and refer to The Engle Group, a Florida corporation, its specific successors and assigns as set forth in ARTICLE XI hereof.

Section 6. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

Section 7. "Public Records" shall mean the public records of Broward County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 8. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a unit.

ARTICLE II

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation of Declarant. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant provided, however, that prior approval of such annexation be obtained from the City of Plantation or such review committee as so designated by the City of Plantation. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Units shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant and recorded in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subject said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or, subject to the covenants established by this Declaration as to the Properties.

Section 2. Annexation by Members. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and prior approval from the City of Plantation or such review committee as so designated by the City of Plantation.

Section 3. Withdrawal. For a period of five years from the date of recordation of this Declaration, the Declarant shall be entitled to withdraw any portion of the Properties which are described in Exhibit A affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Declarant to withdraw shall not apply to any

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portions of the Properties which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such conveyance and further provided that prior approval of such withdrawal be obtained from the City of Plantation or such review committee as so designated by the City of Plantation. The withdrawal of any portion of the Properties as hereinabove stated shall not require the consent or joinder of any other party, including any Owner, the Association, or any Mortgagee of the Properties provided applicable governmental approvals are obtained.

Section 4. Vacating of Recording Plat. Declarant hereby covenants that it will not vacate any portion of the recorded Plat for the Properties, as recorded in the Public Records, which provide for open space, unless it vacates the entire Plat of record.

Section 5. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Seventeenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE III

AREAS

Section 1. Common Area. The Common Area of this Association is described on Exhibit D attached hereto and made a part hereof. Such Common Area includes the paved Access Road through which all Unit Owners obtain access to their Unit, guest parking areas, guard house and guard gates, street lights and the storm water drainage system. Pursuant to Article VI hereof, the Association shall maintain and repair all of the foregoing. If, during construction of the project, Declarant deems it necessary to make a change in the legal description of such Common Area, which does not materially and adversely affect any Unit Owner, then the Declarant may do so by the recording of an Amendment to the Declaration which need be executed only by the Declarant, and no other parties provided, however, that prior approval of such change be obtained from the City of Plantation or such review committee as so designated by the City of Plantation.

Section 2. Property Rights. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and pass with the title of each Unit, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof, and the right of the Association to grant permits, licenses and easements thereover for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Properties.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit

shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B members shall be the Declarant and shall be entitled to one hundred thirty-eight (138) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,

(b) Three years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. The Declarant hereby covenants, creates and establishes, and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, including the payment of the Association's obligations to the Master Association, as set forth in Article XVI hereof.

(b) Any special assessments for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Unit.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Unit.

Section 2. Creation of the Lien and Liability of Owner. The Declarant, for each Unit owned within the Properties hereby covenants, and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, legal representatives, successors and assigns.

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Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Unit on the day of the conveyance of title of each Unit by Declarant to a purchaser thereof (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all of the Units shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation.

(d) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon request, furnish any Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) Declarant shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Declarant from each Unit purchaser at the time of conveyance of each Unit to such purchaser in an amount equal to two months of the annual assessment for each Unit. Each Unit's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit. 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 additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund at closing are not to be considered advance payment of regular assessments or as a reserve fund pursuant to subparagraphs (a) and (e) of Section 1 of this Article V, and are not refundable or transferable. In the event that during the startup of the Association, the Association does not have adequate working capital to meet its expenses, the Declarant may, but is not obligated, to advance funds on behalf of the Association, and to be reimbursed by the Association from such Working Capital Fund.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the

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due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Unit or to a mortgage by an Institutional Mortgagee on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Landscaping. The Association shall maintain all landscaping, vegetation, grass, plants, trees, and the like, for each Unit within the Properties, including all Units and the Common Area. If any of the foregoing landscaping pertaining to an individual Unit requires replacement, it shall be the responsibility of the Owner of such Unit to do so, at such Owner's expense. There shall not be permitted any changes to the landscaping from the Landscaping Plan as submitted and approved by the City of Plantation, without the prior approval of the Landscape Planning and Review Board of the City of Plantation. In the event the rear yard of a Unit is fenced-in, adequate access to this area shall be provided to enable the Association to perform this maintenance. If adequate access is not so provided, as determined by the Association, the Association may terminate the provision of landscaping services to such area.

Section 2. Common Area Improvements. The Association shall maintain and repair the entry way, the access road, street lights, parking areas, guard house, guard gates, storm water drainage system and all other improvements to the Common Area. It shall be the Association's responsibility to take whatever actions are necessary so as to enforce positive drainage within the Properties. In order to accomplish the foregoing, the Association may prohibit the placement of additional plantings, equipment, structures or the like, in any drainage areas.

Section 3. Sprinkler System. Each Unit shall have its own individual sprinkler system. The Association shall have the right

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to operate each such system. The Association shall be responsible for the maintenance, repair and replacement of the sprinkler heads only. Each Owner shall be responsible for the maintenance, repair and replacement of all other parts of such individual sprinkler system and for the provision of water and electricity to operate the sprinkler system. In the event of the failure or refusal of any Owner to make required repairs or replacements to his sprinkler system, except as to the sprinkler heads, after reasonable notice to him from the Association to do so or to provide water and electricity to operate the system, the Association may enter upon said Unit and perform such required work to the sprinkler system. The costs thereof, including costs of providing water and electricity, if required, plus reasonable overhead costs to the Association, shall be added to and become part of the assessment to which the Unit is subject.

Section 4. Right of Entry by Association. Whenever it is necessary to enter a Unit for the purpose of performance of any operation or maintenance duties by the Association, the Owner thereof shall permit an authorized agent of the Association to go upon the Unit, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 5. Others. Where reasonably possible, and upon request of Declarant, the Association shall also maintain areas which are not within the Properties but abut same and are owned by a utility, governmental authority, or quasi governmental entity so as to enhance the appearance of the Properties, such as swale areas, lake banks or median areas within the right of way of abutting public streets, roads or areas within any water management tracts, drainage canal rights of ways or other abutting waterways.

Section 6. Rights of City of Plantation. Should the Association fail to adequately maintain the landscaping requirements imposed by the Plantation City Council or the roads on the property in this Declaration, after thirty (30) days notice to do so by the City of Plantation, the City of Plantation shall have and is hereby given the same rights and powers that are provided to the Association concerning the right to assess each Owner for the maintenance of the landscaping and the roads, including the creation and enforcement of assessments and liens.

ARTICLE VII

MAINTENANCE OBLIGATION OF OWNERS

Section 1. Maintenance of Residences. Except with respect to landscaping and sprinkler heads, as set forth in Article VI, each Owner is responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and other improvements of the Unit, including all fences thereon, except the Perimeter Fence described in Article VIII, Section 3, hereof.

Section 2. Landscaping. In the event any landscaping upon a Unit requires replacing, then the Owner thereof shall do so, at the Owner's expense. Each Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent of the Board of Directors and is prohibited from planting any additional landscaping or the like without said consent.

Section 3. Owner Liability. Should any Owner do any of the following:

- (a) Fail to perform any maintenance responsibilities as set forth in this Declaration; or,

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common Area, as set forth herein.

the Association, after approval of two-thirds (2/3rds) vote of the Board of Directors and upon ten days prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Unit is subject, and shall be due and payable within ten (10) days after rendition of a bill therefor by the Association.

ARTICLE VIII

EASEMENT UPON THE UNITS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a Unit, as originally constructed by Declarant, shall encroach upon any other Unit or Common Area, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

Section 2. Zero Lot Line Easement. For all dwellings which are constructed so as to abut a side yard boundary line (hereinafter referred to as the "Zero Lot Line Boundary" and such dwelling as the "Zero Lot Line Unit"), there is hereby created a five-foot easement upon the adjacent Unit which shares such Zero Lot Line Boundary (hereinafter referred to as the "Adjacent Unit"), running parallel to, and for the entire length of the Zero Lot Line Boundary. This shall be a perpetual easement running with the land burdening the Adjacent Unit and benefitting the Zero Lot Line Unit, for the purpose and uses of drainage, roof overhang, utilities, access to the rear of the Zero Lot Line Unit and for maintenance to the dwelling constructed upon the Zero Lot Line Boundary. In the event a fence is placed upon the Zero Lot Line Boundary, a gate shall be provided to permit full use of this easement.

Section 3. Perimeter Fence. The Declarant shall install a perimeter fence around the Properties, which fence shall be located upon the rear yards of those Units whose rear boundary line constitutes the exterior boundary line of the Properties. The Association shall have the responsibility to inspect and maintain such perimeter fence, and is hereby granted the right to enter upon each such Unit to perform such obligation. No Unit Owner shall undertake any action to alter or modify such perimeter fence in any manner whatsoever. Each such Unit Owner acknowledges that said perimeter fence may restrict the Unit Owner's ability to the full use and enjoyment of a portion of the rear of such Unit; however, the installation of such perimeter fence enhances the well-being and values of all Units within Jacaranda Pointe.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Alteration Restrictions. No additions or exterior alterations or changes to the exterior appearance of any dwelling shall be permitted unless the same has been specified on the original Architectural Plans submitted by Declarant to the City of Plantation for this project, which plans were approved by the City of Plantation. In the event a Unit Owner desires to make any alteration or modification or addition which was not so specifically provided on said original approved Architectural Plans, it shall be

the responsibility of the Unit Owner to first obtain approval of the Architectural Control Committee as hereinafter provided, and in the event such approval is granted, said Unit Owner must also obtain approval of the City Council of the City of Plantation. In the event that such approval from the City of Plantation is not obtained, the Unit Owner shall be prohibited from making such addition, modification or alteration.

Section 2. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete sets for plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

Section 3. Membership to Committee. The Architectural Committee shall, until their successors are appointed, consist of the following:

Alec Engelstein
Harry Engelstein
John Kraynick

Until such time as Declarant's Class B membership expires as provided in Article IV hereof, in the event of the resignation, failure, refusal or inability of any member of the Architectural Committee to act, Declarant shall have the right to appoint a person to fill such vacancy, and in the event Declarant fails to fill such vacancy within thirty (30) days of such occurrence, and upon the expiration of said Class B membership, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 4. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 5. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

Section 6. Deemed Approval. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of

the provisions of this ARTICLE IX unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 7. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee and any building or structure reasonably believed by such agent or member to be a violation of the covenants, restrictions, reservations, servitudes or easements of the Declaration.

ARTICLE X

PROHIBITED USES

Section 1. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained.

Section 3. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Unit; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Unit and shall be walked only on areas that may be designated for pets by the Board of Directors.

Section 4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Unit.

Section 5. No boats, trailers, campers, vehicles used in business for the purposes of transporting goods, trucks or vans which are larger than 1/2 ton capacity, shall be parked upon the Property unless the same are parked inside an Owner's garage.

Section 6. No off-street parking shall be permitted, except in the designated parking spaces within the Common Area, or in the driveways of a Unit. No vehicle repairs or maintenance will be allowed on the Property.

Section 7. No signs, except as approved by the Architectural Committee and which complies with the City of Plantation's comprehensive sign ordinance, shall be placed, erected or displayed on any Unit, provided, however, a "For Sale" or "For Rent" sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.

Section 8. No trade, business or any commercial use shall be conducted in or from any Unit.

Section 9. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 10. No nuisance or any use or practice that is a source of annoyance to other Unit Owners, or interferes with the peaceful possession and proper use of the Units by the residents of the Properties shall be allowed upon any Unit.

Section 11. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

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Section 12. No television or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained.

Section 13. Each Unit is restricted to residential use as a single family residence by the Owner or Owners thereof, their lessees, immediate families, guests and invitees.

Section 14. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 15. Neither the Architectural Committee, or any Unit Owner including their guests, employees and guests, shall interfere with the Declarant's completion and sale of the Units.

Section 16. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street.

Section 17. As to each Zero Lot Line Unit, as so defined in Section 2 of Article VIII hereof, the Owner thereof shall not possess the right to cut windows or other openings in the structural wall of the dwelling which is constructed upon the Zero Lot Line Boundary, the purpose of which is to enhance the privacy of the Owner of the Adjacent Unit.

Section 18. No garage of a Unit may be converted to a living area within such Unit.

ARTICLE XI

RIGHTS OF DECLARANT

Section 1. Sales Office. For so long as the Declarant owns any property affected by this Declaration the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, employees in the offices, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Additional Easements. Declarant, without the joinder of any other party whomsoever, for so long as Declarant owns any property affected by this Declaration, shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable to grant easements over, under, across and upon the Properties subject to the limitations as to then existing buildings or other permanent structures or facilities constructed within the Properties. Such easements may be for the use and benefit of persons or entities who are not Owners, and for real property which is not part of the Properties.

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ARTICLE XII

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this

Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association PROVIDED that for the period of time Declarant owns one (1) or more Units, the Declarant's written consent must first be obtained and further provided, that for so long as Class B membership in the Association exists, the Declaration may be amended by the execution and recordation of an instrument executed solely by Declarant. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment to this Declaration shall be effective without approval thereof by the City of Plantation or its Legal Department. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, as so determined by the Board of Directors of the Association.

Section 6. Leasing of Units by Owners. In the event an Owner leases his Unit, a true copy of the lease shall be delivered to the Association prior to the occupancy by the Lessee. Such lease shall contain a covenant that the Lessee acknowledges that the Unit is subject to this Declaration of Restrictions and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Unit does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the Lessee, as agent for the Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner. The Owner shall be liable and fully responsible for all acts of his Lessee and responsible for the compliance of the Lessee with all provisions of this Declaration.

Section 7. Leasing of Units by Declarant. The Declarant may not lease any Unit, nor may the Declarant operate a leasing office on the Properties, without the consent of the City Council of the City of Plantation. As the condition to obtaining such consent, the Declarant must establish the existence of an economic hardship arising from an inability to sell the Units.

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ARTICLE XIV

INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. The Association shall make available to Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning these Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects either a material portion of the Properties, or the Unit securing its mortgage;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE XV

INSURANCE

Section 1. No Unit Insurance. Since this Association is created solely for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Units.

Section 2. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 3. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated

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maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee.

(b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense;

(d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 4. Purchase of Insurance. All insurance purchased pursuant to this ARTICLE XV shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 5. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 6. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each owner of a Mortgage upon a Unit and for each Owner of any other interest in a Unit to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XVI

MASTER DECLARATION AND MASTER ASSOCIATION

The Properties are subject to that certain "Master Declaration for Central Park North at Jacaranda", recorded March 16, 1987, in Official Record Book 14255, Page 65, Public Records of Broward County, Florida. It shall be the obligation of the Association and all Owners to comply with all terms and provisions of such Master Declaration. A Master Association, Central Park North at Jacaranda Master Association, Inc., has jurisdiction over the operation and administration of the terms and provisions of such Master Declaration. The Association is a member of the Master

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Association, and as a member, is obligated to pay to the Master Association a prorata share of the Master Association assessments, determined in accordance with the provisions of the Master Declaration. Such assessments shall be a portion of the annual assessment made by the Association against each Owner and Unit in this Declaration of Covenants for Jacaranda Pointe Maintenance Association, Inc.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 16th day of November, 1988.

DECLARANT:

THE ENGLE GROUP, INC., a Florida corporation

By: [Signature], Vice President

(CORPORATE SEAL)



STATE OF FLORIDA)
; SS.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John A. Graynick well known to me to be the person described in and who executed the foregoing instrument as Vice President of THE ENGLE GROUP, INC., a Florida corporation, and he acknowledged before me that he executed the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of November, 1988.

[Signature]
Notary Public

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COM. EXPIRES 12/31/88
I HAVE BEEN NOTARIAL PUBLIC SINCE 1982

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EXHIBIT A TO DECLARATION OF COVENANTS FOR
JACARANDA POINTE MAINTENANCE ASSOCIATION, INC.

LEGAL DESCRIPTION OF THE "PROPERTIES"

"Tract A of JACARANDA PARCEL 218, according to
the Plat thereof, recorded in Plat Book 134 at
page 2 of the Public Records of Broward
County, Florida."

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of JACARANDA POINTE MAINTENANCE ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on November 28, 1988, as shown by the records of this office.

The document number of this corporation is N29439.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of November, 1988.



CR2E027 (B 87)

Jim Smith
Secretary of State

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EXHIBIT B

ARTICLES OF INCORPORATION
OF
JACARANDA POINTE MAINTENANCE ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
JAN 10 1981
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is JACARANDA POINTE MAINTENANCE ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The street address of the Registered Office of the Association is Suite 300, 123 N.W. 13th Street, Boca Raton, Florida 33432, and the name of the Registered Agent is John Kraynick.

ARTICLE III

All definitions in the Declaration of Covenants to which these Articles are attached as Exhibit "B" and recorded in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV
PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Common Area and maintenance of the landscaping of the Units, within that certain real property described in the "Declaration of Covenants" to which these Articles of Incorporation are attached as Exhibit "B", as recorded in the Public Records, (hereinafter referred to as the "Declaration"), and to promote the health, safety and welfare of the members of the Association.

ARTICLE V
POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Association; 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;

(c) Borrow money with the assent of a majority vote of the Board of Directors; and with the assent of two-thirds (2/3rds) of the members at a duly called meeting of the Association,

EXHIBIT B

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mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) Participate in mergers and consolidations with other non-profit corporations organized for similar purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of a majority of the Board of Directors, however, following the termination of Class B membership in the Association then assent of two-thirds (2/3rds) of the members at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration;

(e) Dedicate, sell or transfer all or any part of the Common Area 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 without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(f) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(g) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(h) To contract for management of the Association and to delegate in such contract all or any part of the delegable powers and duties of the Association, and to contract for the maintenance services or other services to be provided the Owners, as so determined by the Board of Directors.

PROVISO: Notwithstanding the foregoing, until such time as Class B Membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (c), (d) and (e) may be exercised solely by the Board of Directors.

ARTICLE VI MEMBERSHIP AND QUORUM

1. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

2. The presence at any meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action.

ARTICLE VII VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to one hundred thirty-eight (138) votes. The

Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,

(b) Three years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when Class B membership ceases as provided in ARTICLE VII hereof at a meeting of the members called for that purpose. Three (3) Directors shall be elected at this first election, one (1) for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for a term of three (3) years. If the number of Directors is increased by the Board of Directors as provided above, then said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
John Kraynick	123 N.W. 13th Street Suite 300 Boca Raton, FL 33432
Alec Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, FL 33432
Dennis Barqqaker	123 N.W. 13th Street Suite 300 Boca Raton, FL 33432

ARTICLE IX DURATION

The corporation shall exist perpetually.

ARTICLE X AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a

resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by petition signed by twenty-five percent (25%) of the members of the Association, and delivered to the Secretary.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or upon presentation of a petition as herein provided, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice of the meeting shall be given as provided in the By-Laws.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of State of Florida for approval.

ARTICLE XI SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VIII hereof.

ARTICLE XII OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	John Kraynick	123 N.W. 13th Street Suite 300 Boca Raton, FL 33432
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Vice-President: Alec Engelstein 123 N.W. 13th Street
Suite 300
Boca Raton, FL 33432

Secretary-Treasurer: Dennis Berggaker 123 N.W. 13th Street
Suite 300
Boca Raton, FL 33432

ARTICLE XIII

Until such time as Class B membership ceases, the By-Laws of the Association may be adopted, amended and altered by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby agree to indemnify, defend and hold harmless every Director and every Officer, their heirs, personal representatives, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such Director or Officer may be entitled, by law or otherwise.

ARTICLE XV TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

ARTICLE XVI DISSOLUTION

In the Event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Judicial Circuit of the State of Florida having jurisdiction over the Property, for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the

undersigned, constituting the incorporators of this Association,
have executed these Articles of Incorporation this 16th day of
November, 1988.

John Kraynick
JOHN KRAYNICK

Alec Engelstein
ALEC ENGELSTEIN

Dennis Berggaker
DENNIS BERGGAKER

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared JOHN KRAYNICK, ALEC
ENGELSTEIN and DENNIS BERGGAKER, well known to me to be the persons
described in and who executed the foregoing instrument and they
acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 16th day of November, 1988.

Scott H. Boykin
Notary Public
State of Florida

(NOTARIAL SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: AUG. 10, 1992
BOUNDED THRU NOTARY PUBLIC UNDERWRITERS

I HEREBY ACCEPT MY DESIGNATION AS
REGISTERED AGENT.

John Kraynick
JOHN KRAYNICK

Sworn to and subscribed before me this 16th day of November, 1988.

Scott H. Boykin
Notary Public
State of Florida

(NOTARIAL SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: AUG. 10, 1992
BOUNDED THRU NOTARY PUBLIC UNDERWRITERS

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BY-LAWS
OF
JACARANDA POINTE MAINTENANCE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is JACARANDA POINTE MAINTENANCE ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Suite 300, NW 13th Street, Boca Raton, Florida, 33432, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Covenants to which these By-Laws are attached as Exhibit "C" and recorded in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

Section 2. 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-tenth (1/10) of all of the votes of the Association.

Section 3. 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 fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) 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.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum has been attained, the vote of a majority present in person or by proxy shall be binding upon all members for all purposes, except as otherwise provided by law, the Declaration, the Articles of Incorporation 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.

Section 5. 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 shall automatically cease upon conveyance by the member of his Unit.

EXHIBIT C

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ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3), nor more than nine (9), persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

Section 2. Term of Office. The first election of Directors shall be held when Class B membership ceases, as provided in ARTICLE VII of the Articles of Incorporation, at a meeting of the members called for that purpose. Three (3) Directors shall be elected at this first election, one (1) for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for the term of three (3) years. If the number of Directors is increased by the Board of Directors as provided above, then said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. 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 (2) or more members of the Association who are not members of the Board. The Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many 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.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all members present. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the

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largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third (1/3) of the Directors then in office after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors then in office 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.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish procedures for the imposition of penalties, including fines for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association, including all powers, which may be exercised by corporations not-for-profit pursuant to Chapter 617, Florida Statutes, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the delegable duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a record of its acts and corporate affairs and to present a report or reports thereof to the members at the annual meeting of the members, including a financial report;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

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(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Unit and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an 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 such insurance as required by the Declaration, and such other insurance as deemed appropriate or necessary.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration.

(g) Perform all other duties and responsibilities as provided in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this 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.

Section 2. 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.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. 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.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by 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.

Section 6. Vacancies. A vacancy in any office may be filled by election by the Board. The officer so elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. 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 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the members and Board of Directors; shall see that orders and

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resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

VICE PRESIDENT

(b) 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 of him by the Board.

SECRETARY

(c) 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 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.

TREASURER

(d) 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; keep proper books of account; and shall prepare an annual budget and a statement of projected income and expenditures to be presented to Board of Directors for review, amendment, and adoption. A copy of the annual budget as approved by the Board shall be delivered to each member of the Association.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint 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.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation 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 a reasonable cost.

ARTICLE XI

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 property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit.

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ARTICLE XII

FINES

SECTION 1. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, the Articles or these By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each Unit for the purpose of enforcing and collecting such fines, as provided in the Declaration.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests and lessees are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty (\$50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Unit Owner may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each violation in an amount not to exceed Fifty (\$50.00) Dollars.

(d) A fine pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the

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highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any fine or fines assessed against that Unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: JACARANDA POINTE MAINTENANCE ASSOCIATION, INC., a Corporation Not For Profit, 1988.

ARTICLE XVI

AMENDMENTS

Section 1. Until such time as Class B membership ceases, these By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors; and thereafter at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. 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.

ARTICLE XV

MISCELLANEOUS

Section 1. 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.

Section 2. All checks and promissory notes in excess of such amount as may be determined from time to time by the Board shall be co-signed by the President or any Vice-President and by any other officer of the Association or by the manager, if any, and if authorized by the Board to do so.

IN WITNESS WHEREOF, We, being all of the directors of JACARANDA POINTE MAINTENANCE ASSOCIATION, INC., have hereunto set our hands this 6th day of November, 1988.


JOHN KRAVNIC


ALEC ENGELSTEIN


DENNIS BERGGAKER

BR# 6143PC0032

STATE OF FLORIDA)
 : SS.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 11th day of November, 1988, personally appeared before me, JOHN KRAYNICK, ALEC ENGELSTEIN and DENNIS BERGGAKER, to me personally known and they acknowledged before me that they executed the foregoing By-Laws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.

Lynette Boehman
NOTARY PUBLIC, State of Florida

(NOTARIAL SEAL)

My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES DEC. 10, 1992.
DUNGLD THRU NOTARY PUBLICS OF FLORIDA

8K#6143PC0033

SKETCH OF THE CURVE AREAS OF
JACARANDA PARCEL, 218
FOR THE ENCLAVE GROUP



SCALE: 1" = 150'

9-27-'88

By: Munihplem & Lively, Inc.
1040 N.E. 45th St.
Ft. Lauderdale, Florida

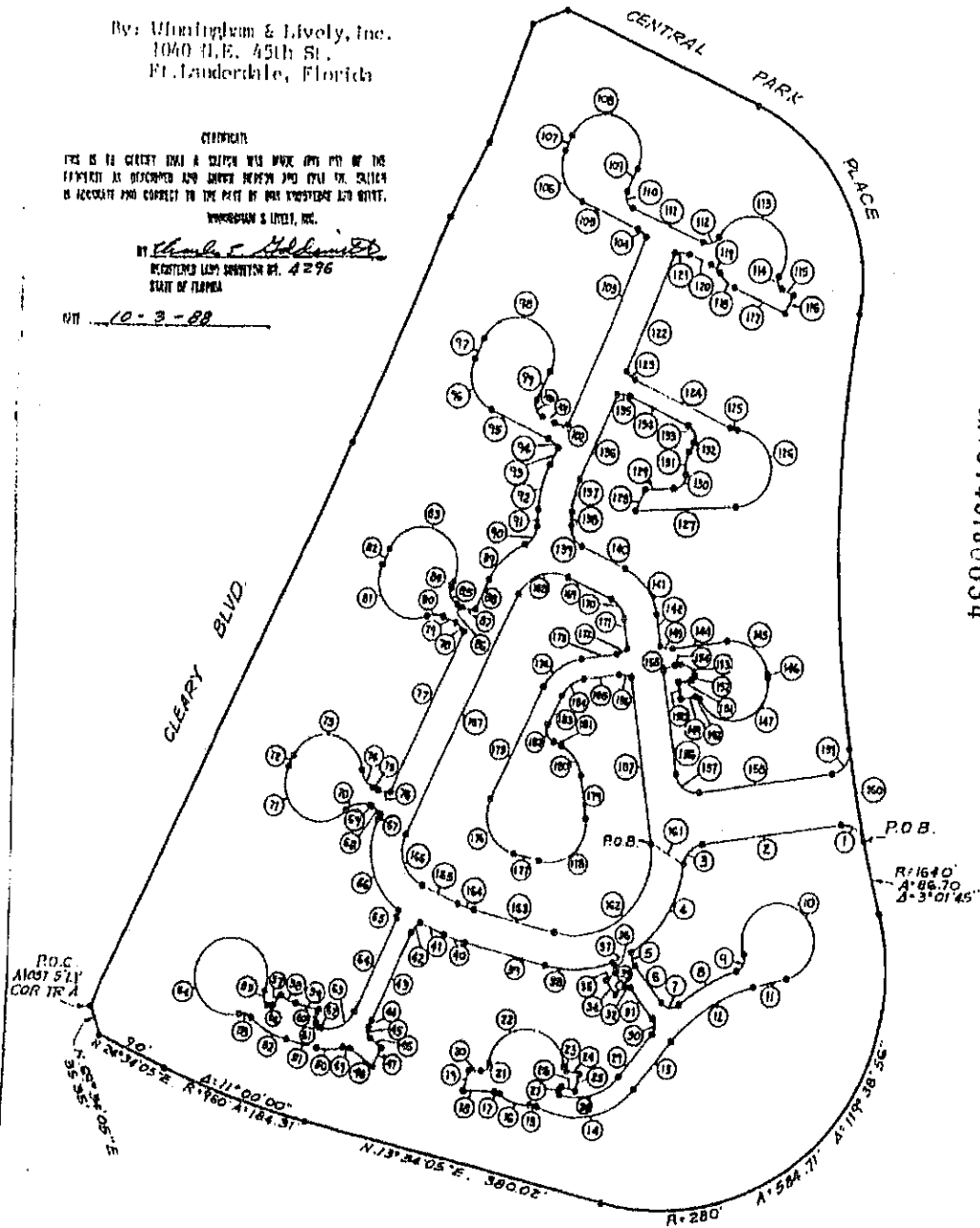
CERTIFICATE

THIS IS TO CERTIFY THAT A CURVE WAS MADE FROM THE POINT OF THE
TANGENT AS DESCRIBED AND SHOWN HEREIN AND THAT THE CURVE
IS ACCURATE AND CORRECT TO THE POINT OF THE TANGENT AND POINT.

MUNIHPLEM & LIVELY, INC.

By Charles S. Holden
REGISTERED LAND SURVEYOR NO. 4296
STATE OF FLORIDA

DATE 10-3-88



BK 6143 PG 0034

EXHIBIT "D"

Sheet 1 of 11

36942

DIMENSIONS CORRESPONDING TO SKETCH
OF COMMON AREAS OF
JACARANDA PARCEL 218

NO.	DELTA	ARC	RADIUS	BEARING	DISTANCE
1.	85°52'49"	37.47	25.00		
2.				S.08°55'55"E.	175.62
3.	77°46'48"	33.94	25.00		
4.	53°33'19"	126.19	135.00		
5.	38°00'34"	16.58	25.00		
6.				N.51°34'05"E.	53.36
7.	93°08'38"	24.38	15.00		
8.	22°20'49"	80.74	207.00		
9.	92°02'29"	24.10	15.00		
10.	276°20'18"	217.04	45.00		
11.				S.14°55'55"E.	43.00
12.	37°30'00"	119.77	183.00		
13.				S.52°25'55"E.	73.00
14.	81°40'39"	131.15	92.00		
15.	36°48'41"	9.64	15.00		
16.	50°33'55"	39.71	45.00		
17.	42°25'53"	7.41	10.00		
18.				S.00°34'05"W.	38.65
19.				N.76°25'55"W.	24.63
20.				N.00°34'05"E.	15.32
21.	86°27'01"	15.09	10.00		
22.	173°01'54"	135.90	45.00		
23.	73°34'53"	6.42	5.00		
24.				N.13°34'05"E.	17.04
25.				S.76°25'55"E.	20.00
26.				S.13°34'05"W.	17.59
27.	177°09'04"	15.46	5.00		
28.	68°50'56"	81.71	68.00		
29.				N.52°25'55"W.	64.27
30.	76°00'00"	19.90	15.00		
31.				S.51°34'05"W.	45.30
32.	90°00'00"	7.85	5.00		
33.				S.38°25'55"E.	15.00
34.				S.51°34'05"W.	20.00
35.				N.38°25'55"W.	15.00
36.	90°00'00"	7.85	5.00		
37.	16°04'44"	7.02	25.00		
38.	35°20'42"	83.28	135.00		
39.				S.13°34'05"W.	102.00
40.	11°00'00"	27.84	145.00		
41.				S.24°34'05"W.	32.14
42.	36°52'12"	16.09	25.00		
43.				S.65°25'55"E.	113.00
44.	08°25'54"	8.83	60.00		
45.	85°55'54"	15.00	10.00		
46.				N.37°04'05"E.	18.36
47.				S.65°25'55"E.	24.58
48.				S.37°04'05"W.	35.39
49.	56°06'30"	9.79	10.00		
50.	32°36'30"	34.15	60.00		
51.				S.13°34'05"W.	38.60
52.	32°24'24"	50.90	90.00		
53.	60°46'40"	15.91	15.00		
54.	306°24'21"	240.65	45.00		
55.	68°12'02"	17.85	15.00		
56.	94°42'06"	8.26	5.00		
57.				N.51°17'58"W.	14.79
58.	25°07'57"	20.18	46.00		
59.				N.13°34'05"E.	29.82
60.				S.76°25'55"E.	15.00
61.	90°00'00"	7.85	5.00		
62.				N.13°34'05"E.	3.78
63.	79°00'00"	49.64	36.00		
64.				N.65°25'55"W.	120.10
65.	21°07'41"	9.22	25.00		
66.	80°44'17"	119.78	85.00		
67.				N.65°25'55"W.	6.44

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<u>NO.</u>	<u>DELTA</u>	<u>ARC</u>	<u>RADIUS</u>	<u>BEARING</u>	<u>DISTANCE</u>
68.	33°58'59"	14.83	25.00		
69.				S. 24°34'05"W.	2.57
70.	71°40'56"	31.28	25.00		
71.	161°40'56"	126.98	45.00		
72.				N. 65°25'55"W.	13.00
73.	150°00'00"	117.81	45.00		
74.	60°00'00"	26.18	25.00		
75.				N. 24°34'05"E.	7.38
76.	36°52'11"	16.09	25.00		
77.				N. 65°25'55"W.	207.29
78.	36°52'12"	16.09	25.00		
79.				S. 24°34'05"W.	16.78
80.	47°02'00"	20.52	25.00		
81.	137°02'00"	107.63	45.00		
82.				N. 65°25'55"W.	20.00
83.	180°00'00"	141.38	45.00		
84.				S. 65°25'55"E.	7.71
85.	90°00'00"	23.56	15.00		
86.				N. 24°34'05"E.	8.00
87.	36°52'12"	16.09	25.00		
88.				N. 65°25'55"W.	39.00
89.	41°15'18"	61.20	85.00		
90.	63°33'41"	27.73	25.00		
91.				N. 87°44'18"W.	19.11
92.	21°23'32"	54.14	145.00		
93.	00°14'28"	21.56	5124.98		
94.	35°49'36"	15.63	25.00		
95.				S. 24°34'05"W.	77.65
96.	90°00'00"	70.69	45.00		
97.				N. 65°25'55"W.	27.00
98.	180°00'00"	141.38	45.00		
99.				S. 65°25'55"E.	37.00
100.	90°00'00"	23.56	15.00		
101.				N. 24°34'05"E.	16.03
102.	38°28'27"	16.79	25.00		
103.	02°43'20"	243.50	5124.98		
104.	33°16'01"	14.52	25.00		
105.				S. 24°04'05"W.	76.13
106.	90°00'00"	70.69	45.00		
107.				N. 65°55'55"W.	20.00
108.	108°00'00"	141.38	45.00		
109.				S. 65°55'55"E.	30.00
110.	90°00'00"	23.56	15.00		
111.				N. 24°04'05"E.	94.55
112.	88°05'23"	23.06	15.00		
113.	190°07'36"	149.33	45.00		
114.	101°32'13"	17.72	10.00		
115.				N. 24°34'05"E.	16.11
116.				S. 65°25'55"E.	24.00
117.				S. 24°34'05"W.	70.00
118.	33°32'52"	26.35	45.00		
119.	34°02'52"	14.86	25.00		
120.				S. 24°04'05"W.	29.06
121.	40°25'27"	17.64	25.00		
122.	01°41'59"	153.21	5164.98		
123.	34°17'37"	14.96	25.00		
124.				N. 24°34'05"E.	130.03
125.	21°47'12"	9.51	25.00		
126.	173°47'12"	136.49	45.00		
127.				S. 03°25'55"E.	123.57
128.				N. 65°25'55"W.	27.18
129.				N. 03°25'55"W.	35.11
130.	95°44'21"	25.06	15.00		
131.	33°44'21"	26.50	45.00		
132.				N. 65°25'55"W.	12.51
133.	90°00'00"	23.56	15.00		
134.				S. 24°34'05"W.	79.07
135.	38°53'34"	16.97	25.00		

BT 6143 PC 036

<u>NO.</u>	<u>DELTA</u>	<u>ARC</u>	<u>RADIUS</u>	<u>BEARING</u>	<u>DISTANCE</u>
136.	01°13'10"	109.94	5164.98		
137.	21°23'32"	39.20	105.00		
138.				S.87°44'18"E.	15.54
139.	67°41'37"	29.54	25.00		
140.				N.24°34'05"E.	59.57
141.	56°30'00"	69.03	70.00		
142.				N.81°04'05"E.	37.64
143.	36°52'12"	16.09	25.00		
144.				N.08°55'55"W.	66.84
145.	90°00'00"	70.69	45.00		
146.				N.81°04'05"E.	5.00
147.	162°32'33"	127.66	45.00		
148.	72°32'33"	6.33	5.00		
149.				S.08°55'55"E.	17.30
150.				S.81°04'05"W.	20.00
151.				N.08°55'55"W.	15.00
152.	90°00'00"	7.85	5.00		
153.	90°00'00"	23.56	15.00		
154.				S.08°55'55"E.	6.84
155.	36°52'12"	16.09	25.00		
156.				N.81°04'05"E.	121.82
157.	90°00'00"	39.27	25.00		
158.				N.08°55'55"W.	167.72
159.	90°19'51"	39.41	25.00		
160.	03°47'20"	108.45	1640.00		
161.				S.28°47'27"W.	46.70
162.	112°30'00"	186.53	95.00		
163.				S.13°34'05"W.	102.00
164.	11°00'00"	20.16	105.00		
165.				S.24°34'05"W.	49.14
166.	90°00'00"	70.69	45.00		
167.				N.65°25'55"W.	312.00
168.	90°00'00"	70.69	45.00		
169.				N.24°34'05"E.	58.78
170.	56°30'00"	29.58	30.00		
171.				N.81°04'05"E.	35.64
172.	36°52'12"	16.09	25.00		
173.				S.08°55'55"E.	42.98
174.	56°30'00"	59.17	60.00		
175.				S.65°25'55"E.	146.11
176.	101°00'00"	79.33	45.00		
177.				N.13°34'05"E.	32.61
178.	112°30'00"	88.36	45.00		
179.				S.81°04'05"W.	50.23
180.	56°30'00"	44.37	45.00		
181.				S.24°34'05"W.	10.29
182.	90°00'00"	23.56	15.00		
183.				N.65°25'55"W.	38.00
184.	56°30'00"	35.50	36.00		
185.				N.08°55'55"W.	42.98
186.	36°52'12"	16.09	25.00		
187.				N.81°04'05"E.	195.95

BK 6143PG0037

DESCRIPTION OF THE COMMON AREAS OF JACARANDA PARCEL 218
FOR THE ENGLE GROUP

That portion of Tract A, according to the Plat of Jacaranda Parcel 218, as recorded in Plat Book 134 at Page 2 of the Public Records of Broward County, Florida, described as follows:

Commencing at the most Southerly corner of said Tract A; thence run North 69°34'05" East (on a grid bearing) 35.35 feet along the Southerly boundary of said Tract A, to an intersection with the Easterly boundary of said Tract A; thence run North 24°34'05" East 90 feet along said Easterly boundary to a point of curvature of a curve to the left; thence along said Easterly boundary on the arc of said curve to the left, having a radius of 960 feet and a central angle of 11°, run Northeasterly 184.31 feet to a point of tangency; thence run North 13°34'05" East 380.02 feet along said Easterly boundary, being the tangent extended to a point of curvature of a curve to the left; thence along the Easterly and Northerly boundaries of said Tract A, being on the arc of a curve to the left, having a radius of 280 feet and a central angle of 119°38'56", run Northeasterly, Northwesterly and Southwesterly 584.71 feet to a point of reverse curvature on the Northerly boundary of said Tract A; thence along said Northerly boundary on the arc of a curve to the right, having a radius of 1640 feet and a central angle of 3°01'45", run Westerly 86.70 feet to a point of curvature of a curve to the left and the Point of Beginning; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 85°52'49", run Southwesterly and Southeasterly 37.47 feet to a point of tangency; thence run South 8°55'55" East 175.62 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 77°46'48", run Southeasterly 33.94 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius 135 feet and a central angle of 53°33'19", run Southeasterly 126.19 feet to a point of intersection with the arc of a curve running Northeasterly to the left, a radial at said point bearing North 0°25'21" West; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 38°00'34", run Northeasterly 16.58 feet to a point of tangency; thence run North 51°34'05" East 53.36 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 15 feet and a central angle of 93°08'38", run Northeasterly and Northwesterly 24.38 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 207 feet and a central angle of 22°20'49", run Northwesterly 80.74 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 15 feet and a central angle of 92°02'29", run Northwesterly and Southwesterly 24.10 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 45 feet and a central angle of 276°20'18", run Southwesterly, Northwesterly, Northeasterly and Southeasterly 217.04 feet to a point of tangency; thence run South 14°55'55" East 43 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 183 feet and a central angle of 37°30'00", run Southeasterly 119.77 feet to a point of tangency; thence run South 52°25'55" East 73 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 92 feet and a central angle of 81°40'39", run Southeasterly and Southerly 131.15 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 15 feet and a central angle of 36°48'41", run Southerly 9.64 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 45 feet and a central angle of 50°33'55", run Southerly 39.71 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 10 feet and a central angle of 42°25'53", run Southerly 7.41 feet to a point of tangency; thence run South 0°34'05" West 38.65 feet along the tangent extended; thence run North 76°25'55" West 24.63 feet; thence run North 0°34'05" East 15.32 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 10 feet and a central angle of 86°27'01", run Northwesterly 15.09 feet to a point of reverse curvature;

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thence along the arc of a curve to the right, having a radius of 45 feet and a central angle of $173^{\circ}01'54''$, run Northwesterly and Northeasterly 135.90 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 5 feet and a central angle of $73^{\circ}34'53''$, run Northeasterly 6.42 feet to a point of tangency; thence run North $13^{\circ}34'05''$ East 17.04 feet along the tangent extended; thence run South $76^{\circ}25'55''$ East 20 feet; thence run South $13^{\circ}34'05''$ West 17.59 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 5 feet and a central angle of $177^{\circ}09'04''$, run Southeasterly and Northeasterly 15.46 feet to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 68 feet and a central angle of $68^{\circ}50'56''$, run Northwesterly 81.71 feet to a point of tangency; thence run North $52^{\circ}25'55''$ West 64.27 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 15 feet and a central angle of 76° , run Westerly, Northwesterly and Southwesterly 19.90 feet to a point of tangency; thence run South $51^{\circ}34'05''$ West 45.30 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 5 feet and a central angle of 90° , run Southeasterly 7.85 feet to a point of tangency; thence run South $38^{\circ}25'55''$ East 15 feet; thence run South $51^{\circ}34'05''$ West 20 feet; thence run North $38^{\circ}25'55''$ West 15 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 5 feet and a central angle of 90° , run Northwesterly and Southwesterly 7.85 feet to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 25 feet and a central angle of $16^{\circ}04'44''$, run Southwesterly 7.02 feet to a point of intersection with the arc of a curve running Southeasterly to the right, a radial at said point bearing South $66^{\circ}13'23''$ West; thence along the arc of said curve to the right, having a radius of 135 feet and a central angle of $35^{\circ}20'42''$, run Southerly 83.28 feet to a point of tangency; thence run South $13^{\circ}34'05''$ West 102 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 145 feet and a central angle of 11° , run Southwesterly 27.84 feet to a point of tangency; thence run South $24^{\circ}34'05''$ West 32.14 feet along the tangent extended to a point of intersection with the arc of a curve running Southeasterly to the left, a radial at said point bearing North $61^{\circ}26'17''$ East; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $36^{\circ}52'12''$, run Southeasterly 16.09 feet to a point of tangency; thence run South $65^{\circ}25'55''$ East 113 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 60 feet and a central angle of $8^{\circ}25'54''$, run Southeasterly 8.83 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 10 feet and a central angle of $85^{\circ}55'54''$, run Northeasterly 15 feet to a point of tangency; thence run North $37^{\circ}04'05''$ East 18.36 feet along the tangent extended; thence run South $65^{\circ}25'55''$ East 24.58 feet; thence run South $37^{\circ}04'05''$ West 35.39 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 10 feet and a central angle of $56^{\circ}06'30''$, run Southerly 9.79 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 60 feet and a central angle of $32^{\circ}36'30''$, run Southerly 34.15 feet to a point of tangency; thence run South $13^{\circ}34'05''$ West 38.60 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 90 feet and a central angle of $32^{\circ}24'24''$, run Southwesterly 50.90 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 15 feet and a central angle of $60^{\circ}46'40''$, run Southerly 15.91 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 45 feet and a central angle of $306^{\circ}24'21''$, run Southeasterly, Southwesterly, Northwesterly and Northeasterly 240.65 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 15 feet and a central angle of $68^{\circ}12'02''$, run Northeasterly 17.85 feet to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 5 feet and a central angle of $94^{\circ}42'06''$, run Northeasterly and Northwesterly 8.26 feet to a point of tangency; thence run North $51^{\circ}17'58''$ West 14.79 feet along the tangent extended to a point of intersection with the arc of a curve running Northerly to the left, a radial at said point bearing North $51^{\circ}17'58''$ West;

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thence along the arc of said curve to the left, having a radius of 46.00 feet and a central angle of $25^{\circ}07'57''$, run Northeasterly 20.18 feet to a point of tangency; thence run North $13^{\circ}34'05''$ East 29.82 feet along the tangent extended; thence run South $76^{\circ}25'55''$ East 15 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 5 feet and a central angle of 90° , run Northeasterly and Northwesterly 7.85 feet to a point of tangency; thence run North $13^{\circ}34'05''$ East 3.78 feet along the tangent extended to point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 36 feet and a central angle of 79° , run Northwesterly 49.64 feet to a point of tangency; thence run North $62^{\circ}25'55''$ West 120.10 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $21^{\circ}07'41''$, run Northwesterly 9.22 feet to a point of intersection with the arc of a curve running Southwesterly to the right, a radial at said point bearing North $56^{\circ}10'12''$ West; thence along the arc of said curve to the right, having a radius of 85 feet and a central angle of $80^{\circ}44'17''$, run Southwesterly 119.78 feet to a point of tangency; thence run North $65^{\circ}25'55''$ West 6.44 feet along the tangent extended to a point of intersection with the arc of a curve running Southerly to the left, a radial at said point bearing South $31^{\circ}26'56''$ East; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $33^{\circ}58'59''$, run Southerly 14.83 feet to a point of tangency; thence run South $24^{\circ}34'05''$ West 2.57 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $71^{\circ}40'56''$, run Southeasterly 31.28 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 45 feet and a central angle of $161^{\circ}40'56''$, run Southeasterly and Southwesterly 126.98 feet to a point of tangency; thence run North $65^{\circ}25'55''$ West 13 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of 150° , run Northwesterly and Northeasterly 117.81 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 25 feet and a central angle of 60° , run Northeasterly 26.18 feet to a point of tangency; thence run North $24^{\circ}34'05''$ East 7.38 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $36^{\circ}52'11''$, run Northerly 16.09 feet; thence run North $65^{\circ}25'55''$ West 207.29 feet to a point of intersection with the arc of a curve running Southerly to the left, a radial at said point bearing South $28^{\circ}33'43''$ East; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $36^{\circ}52'12''$, run Southwesterly 16.09 feet to a point of tangency; thence run South $24^{\circ}34'05''$ West 16.78 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $47^{\circ}02'$, run Southeasterly 20.52 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 45 feet and a central angle of $137^{\circ}02'$, run Southeasterly, Southwesterly and Northwesterly 107.63 feet to a point of tangency; thence run North $65^{\circ}25'55''$ West 20 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 45 feet and a central angle of 180° , run Northwesterly and Northeasterly 141.38 feet to a point of tangency; thence run South $65^{\circ}25'55''$ East 7.71 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 15 feet and a central angle of 90° , run Southeasterly and Northeasterly 23.56 feet to a point of tangency; thence run North $24^{\circ}34'05''$ East 8 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $36^{\circ}52'12''$, run Northerly 16.09 feet; thence run North $65^{\circ}25'55''$ West 39 feet to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 85 feet and a central angle of $41^{\circ}15'18''$, run Northwesterly 61.20 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 25 feet and a central angle of $63^{\circ}33'41''$, run Westerly 27.73 feet to a point of tangency; thence run North $87^{\circ}44'18''$ West 19.11 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having

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a radius of 145 feet and a central angle of $21^{\circ}23'32''$, run Westerly 54.14 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 5124.98 feet and a central angle of $0^{\circ}14'28''$, run Northwesterly 21.56 feet to a point of intersection with the arc of a curve running Southerly to the left, a radial at said point bearing South $29^{\circ}36'19''$ East; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $35^{\circ}49'36''$, run Southerly 15.63 feet to a point of tangency; thence run South $24^{\circ}34'05''$ West 77.65 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of 90° , run Southwesterly and Northwesterly 70.69 feet to a point of tangency; thence run North $65^{\circ}25'55''$ West 27 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of 180° , run Northwesterly, Northeasterly and Southeasterly 141.38 feet to a point of tangency; thence run South $65^{\circ}25'55''$ East 37 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 15 feet and a central angle of 90° , run Southeasterly and Northeasterly 23.56 feet to a point of tangency; thence run North $24^{\circ}34'05''$ East 16.03 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle $38^{\circ}28'27''$, run Northeasterly 16.79 feet to a point of intersection with the arc of a curve running Northwesterly to the left, a radial at said point bearing South $23^{\circ}04'32''$ West; thence along the arc of said curve to the left, having a radius of 5124.98 feet and a central angle of $2^{\circ}43'20''$, run Northwesterly 243.50 feet to a point of intersection with the arc of a curve running Southwesterly to the left, a radial at said point bearing South $32^{\circ}39'54''$ East; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $33^{\circ}16'01''$, run Southwesterly 14.52 feet to a point of tangency; thence run South $24^{\circ}04'05''$ West 76.13 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of 90° , run Southwesterly and Northwesterly 70.69 feet to a point of tangency; thence run North $65^{\circ}55'55''$ West 20 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of 180° , run Northwesterly, Northeasterly and Southeasterly 141.38 feet to a point of tangency; thence run South $65^{\circ}55'55''$ East 30 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 15 feet and a central angle of 90° , run Southeasterly and Northeasterly 23.56 feet to a point of tangency; thence run North $24^{\circ}04'05''$ East 94.55 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 15 feet and a central angle of $88^{\circ}05'23''$, run Northeasterly and Northwesterly 23.06 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 45 feet and a central angle of $190^{\circ}07'36''$, run Northwesterly, Northeasterly and Southeasterly 149.33 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 10 feet and a central angle of $101^{\circ}32'13''$, run Southeasterly and Northeasterly 17.72 feet to a point of tangency; thence run North $24^{\circ}34'05''$ East 16.11 feet along the tangent extended; thence run South $65^{\circ}25'55''$ East 24 feet; thence run South $24^{\circ}34'05''$ West 70 feet to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of $33^{\circ}32'52''$, run Southwesterly 26.35 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 25 feet and a central angle of $34^{\circ}02'52''$, run Southwesterly 14.86 feet to a point of tangency; thence run South $24^{\circ}04'05''$ West 29.06 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left having a radius of 25 feet and a central angle of $40^{\circ}25'27''$, run Southeasterly 17.64 feet to a point of intersection with the arc of a curve running Southerly to the right, a radial at said point bearing South $20^{\circ}24'10''$ West; thence along the arc of said curve to the right, having a radius of 5164.98 feet and a central angle of $1^{\circ}41'59''$, run Southeasterly 153.21 feet to a point of intersection with the arc of a curve running Northeasterly to the left, a radial at said point bearing North $31^{\circ}08'18''$ West; thence along the arc of said curve to the left, having a radius of 25

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feet and a central angle of $34^{\circ}17'37''$, run Northeasterly 14.96 feet to a point of tangency; thence run North $24^{\circ}34'05''$ East 130.03 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $21^{\circ}47'12''$, run Northeasterly 9.51 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 45 feet and a central angle of $173^{\circ}47'12''$, run Northeasterly and Southeasterly 136.49 feet to a point of tangency; thence run South $3^{\circ}25'55''$ East 123.57 feet along the tangent extended; thence run North $65^{\circ}25'55''$ West 27.18 feet; thence run North $3^{\circ}25'55''$ West 35.11 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 15 feet and a central angle of $95^{\circ}44'21''$, run Northwesterly 25.06 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 45 feet and a central angle of $33^{\circ}44'21''$, run Westerly 26.50 feet to a point of tangency; thence run North $65^{\circ}25'55''$ West 12.51 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 15 feet and a central angle of 90° , run Northwesterly and Southwesterly 23.56 feet to a point of tangency; thence run South $24^{\circ}34'05''$ West 79.07 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $38^{\circ}53'34''$, run Southwesterly 16.97 feet to a point of intersection with the arc of a curve running Southeasterly to the right, a radial at said point bearing South $22^{\circ}26'04''$ West; thence along the arc of said curve to the right, having a radius of 5164.98 feet and a central angle of $1^{\circ}13'10''$, run 109.94 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 105 feet and a central angle of $21^{\circ}23'32''$, run Southeasterly 39.20 feet to a point of tangency; thence run South $87^{\circ}44'18''$ East 15.54 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $67^{\circ}41'37''$, run Northeasterly 29.54 feet to a point of tangency; thence run North $24^{\circ}34'05''$ East 59.57 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 70 feet and a central angle of $56^{\circ}30'$, run Northeasterly 69.03 feet to a point of tangency; thence run North $81^{\circ}04'05''$ East 37.64 feet along the tangent extended to a point of intersection with the arc of a curve running Northwesterly to the left, a radial at said point bearing North $62^{\circ}03'43''$ East; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $36^{\circ}52'12''$, run Northeasterly 16.09 feet to a point of tangency; thence run North $8^{\circ}55'55''$ West 66.84 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of 90° , run Northwesterly and Northeasterly 70.69 feet to a point of tangency; thence run North $81^{\circ}04'05''$ East 5 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of $162^{\circ}32'33''$, run Northeasterly, Southeasterly and Southwesterly 127.66 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 5 feet and a central angle of $72^{\circ}32'33''$, run Southerly 6.33 feet to a point of tangency; thence run South $8^{\circ}55'55''$ East 17.30 feet along the tangent extended; thence run South $81^{\circ}04'05''$ West 20 feet; thence run North $8^{\circ}55'55''$ West 15 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 5 feet and a central angle of 90° , run Northwesterly and Southwesterly 7.85 feet to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 15 feet and a central angle of 90° , run Southwesterly 23.56 feet to a point of tangency; thence run South $8^{\circ}55'55''$ East 6.84 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $36^{\circ}52'12''$, run Southeasterly 16.09 feet; thence run North $81^{\circ}04'05''$ East 121.82 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 90° , run Northeasterly and Northwesterly 39.27 feet to a point of tangency; thence run North $8^{\circ}55'55''$ West 167.72 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $90^{\circ}19'51''$, run

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Northwesterly 39.41 feet to a point of intersection with the arc of a curve running Northeasterly to the left, a radial at said point bearing North $9^{\circ}15'46''$ West; thence along the arc of said curve to the left, also forming the Northerly boundary of said Tract A, having a radius of 1640 feet and a central angle of $3^{\circ}47'20''$, run Northeasterly 108.45 feet to the Point of Beginning, excepting therefrom that portion thereof described as follows:

Commencing at said most Southerly corner of Tract A; thence run North $69^{\circ}34'05''$ East 35.35 feet along the Southerly boundary of said Tract A to an intersection with the Easterly boundary of said Tract A; thence run North $24^{\circ}34'05''$ East 90 feet along said Easterly boundary to a point of curvature of a curve to the left; thence along said Easterly boundary on the arc of said curve to the left, having a radius of 960 feet and a central angle of 11° , run Northeasterly 184.31 feet to a point of tangency; thence run North $13^{\circ}34'05''$ East 380.02 feet along the tangent extended to a point of curvature of a curve to the left; thence along said Easterly boundary on the arc of said curve to the left, having a radius of 280 feet and a central angle of $119^{\circ}38'56''$, run Northwesterly and Southwesterly 584.71 feet to a point of reverse curvature on the Northerly boundary of said Tract A; thence along said Northerly boundary on the arc of a curve to the right, having a radius of 1640 feet and a central angle of $3^{\circ}01'45''$, run Southwesterly 86.70 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 25 feet and a central angle of $85^{\circ}52'49''$, run Southwesterly and Southeasterly 37.47 feet to a point of tangency; thence run South $8^{\circ}55'55''$ East 175.62 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of $77^{\circ}46'48''$, run Southeasterly 33.94 feet; thence run South $28^{\circ}47'27''$ West 46.70 feet to the Point of Beginning being a point of intersection with the arc of a curve running Northeasterly and Southeasterly to the right, a radial at said point bearing South $8^{\circ}55'55''$ East; thence along the arc of said curve to the right, having a radius of 95 feet and a central angle of $112^{\circ}30'$, run Northeasterly and Southeasterly 186.53 feet to a point of tangency; thence run South $13^{\circ}34'05''$ West 102 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 105 feet and a central angle of 11° , run Southwesterly 20.16 feet to a point of tangency; thence run South $24^{\circ}34'05''$ West 49.14 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of 90° , run Southwesterly and Northwesterly 70.69 feet to a point of tangency; thence run North $65^{\circ}25'55''$ West 312 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 45 feet and a central angle of 90° , run Northwesterly 70.69 feet to a point of tangency; thence run North $24^{\circ}34'05''$ East 58.78 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 30 feet and a central angle of $56^{\circ}30'$, run Northeasterly 29.58 feet to a point of tangency; thence run North $81^{\circ}04'05''$ East 35.64 feet along the tangent extended to a point of intersection with the arc of a curve running Southeasterly to the right, a radial at said point bearing South $44^{\circ}11'53''$ West; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of $36^{\circ}52'12''$, run Southeasterly 16.09 feet to a point of tangency; thence run South $8^{\circ}55'55''$ East 42.98 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 60 feet and a central angle of $56^{\circ}30'$, run Southeasterly 59.17 feet to a point of tangency; thence run South $65^{\circ}25'55''$ East 146.11 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 45 feet and a central angle of 101° , run Southeasterly and Northeasterly 79.33 feet to a point of tangency; thence run North $13^{\circ}34'05''$ East 32.61 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 45 feet and a central angle of $112^{\circ}30'$, run Northwesterly and Southwesterly 88.36 feet to a point of tangency; thence run South $81^{\circ}04'05''$ West 50.23 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 45 feet and a central angle of $56^{\circ}30'$, run Southwesterly 44.37 feet to a point of tangency; thence run South $24^{\circ}34'05''$ West 10.29 feet

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along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 15 feet and a central angle of 90°, run Southwesterly and Northwesterly 23.56 feet to a point of tangency; thence run North 65°25'55" West 38 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 36 feet and a central angle of 56°30', run Northwesterly 35.50 feet to a point of tangency; thence run North 8°55'55" West 42.98 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 36°52'12", run Northwesterly 16.09 feet; thence run North 81°04'05" East 195.95 feet to the Point of Beginning.

Said lands situate in the City of Plantation, Broward County, Florida, and containing 4.7080 acres, more or less.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

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