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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WEDGEWOOD ESTATES

THIS DECLARATION is made this 11 day of April, 1994, by WEDGEWOOD ESTATES, INC., a Florida corporation authorized to do business in Florida, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by the Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Wedgewood Estates Community Association, a Florida corporation not for profit, which is to be incorporated.

(b) "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Committee" shall mean and refer to the Architectural Control Committee.

(d) "Common Area" shall mean and refer to that portion of the property, although owned in fee simple by the Owners, described in Article II comprising the front yard of each Lot, outside of the buildings and street-side of the fences placed by Developer, together with any improvements thereon, including, without limitation, drainage, landscaping, front lawns and driveways.

(e) "Declaration" shall mean and refer to this Declaration of Restrictions and Protective Covenants for Wedgewood Estates.

(f) "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States government, mortgage banker or any other lender generally recognized as an institutional type lender, or Developer or other entity affiliated with Developer which holds a mortgage encumbering a Lot.

(g) "Lot" shall mean and refer to any lot described in the Site Plan (as defined below) and any lot shown upon any resubdivision thereon, excluding the existing townhouse units shown on the Site Plan.

BK22859PG0331

THIS INSTRUMENT PREPARED BY:

RECORD & RETURN TO

C. WILLIAM LAYSTROM, JR.
1177 SOUTHEAST THIRD AVENUE
FORT LAUDERDALE, FL. 33316

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(h) "Master Association" shall mean and refer to the Wedgeval Master Association, Inc., a Florida Corporation not for profit.

(i) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, hereof.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(k) "Plat" shall mean and refer to the Plat of Valmoral Parcel 540, recorded in Plat Book 106, Page 49, of the Public Records of Broward County, Florida, and/or the Plat of Wedgewood Estates, which has been submitted for approval.

(l) "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(m) "Site Plan" shall mean the final site plan for Wedgewood Estates on file with the City of Plantation.

(n) "Structure" shall include any residence, dwelling, shed, fence or other improvement including, but not limited to, all improvements defined as structures by the then-current South Florida Building Code or other applicable building code then in force within the City of Plantation.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Descriptions. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described as listed on Exhibit "A" attached hereto which real property shall hereinafter be referred to as "The Properties". Developer may, subject only to the approval of the City of Plantation or its appropriate review committee, in its sole discretion from time to time bring other land under the provisions hereof by recorded supplemental declarations.

Section 2. Merger or Consolidation. The Developer may, subject only to the approval of the City of Plantation or its appropriate review committee, in its sole discretion, cause the merger or consolidation of the Association referred to herein with any other association, in which event, the Association's Properties, rights and obligations may be transferred to another surviving or consolidated association, provided all maintenance responsibilities and lien obligations and related provisions hereof shall be imposed upon and assumed by a successor entity; or, alternatively, the properties, rights and obligations of another association may be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect this Declaration or any revocation, change or addition to the covenants established by

this Declaration within the Properties.

ARTICLE III

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND MANAGEMENT

Section 1. Membership. Every person or entity who is an Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member of said Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. The Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required or membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot, nor shall any split vote be permitted with respect to such Lot.

Class B. The Class B Member shall be the Developer or its successors or assigns. The Class B Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Section 1, plus one (1) vote for each vote which the Class A Members are entitled to cast. Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until one (1) year after such time as Developer no longer holds the title to any portion of The Properties, unless the Developer elects to relinquish that right at an earlier date, but in no event shall said right extend beyond December 31, 1998.

Section 3. Management.

(a) The affairs of the Association will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but not less than five (5) directors, and in the absence of such determination shall consist of five (5) directors.

(b) Subject to subsection (c) hereof, Directors of the Association shall be elected at the annual meeting of the Members in the manner prescribed by the By-Laws; Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

(c) The Director(s) named herein 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 first election shall take place on or before twenty (20) days after the earlier of:

(i) The closing of the sale by the Developer of the last Lot within The Properties to a purchaser, or

(ii) Five years after the closing of the Sale of the first Lot within the Subdivision to the first purchaser thereof from the Developer.

(d) The Association shall have five (5) directors initially. The five (5) directors shall be:

NAME	ADDRESS
Mark S. Krohn	1049 N.W. 3rd Street Hallandale, Fl. 33009
Daniel Krohn	1049 N.W. 3rd Street Hallandale, Fl. 33009
Barry Krohn	1049 N.W. 3rd Street Hallandale, Fl. 33009
Gordon Lenz	1049 N.W. 3rd Street Hallandale, Fl. 33009
Ralph Bonomo	1049 N.W. 3rd Street Hallandale, Fl. 33009

(e) The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 4. Relation to Master Association. As the Association will be one of the two members of the Master Association, the Board shall choose four (4) of its members as the Association's representative Directors for the Master Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Ownership. The fee simple title to the Common Area associated with each Lot shall be conveyed to each Owner as part of that Lot. Nevertheless, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner without cost to the general taxpayers of Broward County or the City of Plantation.

Section 2. Rights of Members. The rights of each Member and each tenant, agent and invitee of each such Member to use the Common Areas on such Member's lot in common with such Member's tenants, agents and invitees, shall be subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner (including an Owner's tenants, agents and invitees) (i) for any period during which any assessment against his Lot remains unpaid for a period of thirty (30) days after its due date, and (ii) for a period not to exceed sixty (60) days for any infraction of its lawfully adopted, published rules and regulations (which sixty (60) days may be extended for continued violation of the rules and regulations); provided, however, that the easement over Common Areas for ingress and egress to Lots shall not be subject to suspension.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

(d) The easement in favor of the Association, its successors, assigns, employees, agents, servants and independent contractors covering all of the Common Areas for the purposes of maintaining, repairing, and effecting such changes as it deems necessary, along with such rights of access as may be appropriate to these purposes.

The right of each Member to have the use and enjoyment of the Common Areas and facilities thereon, as set forth above, shall extend to the members of his immediate family who reside with him subject to the regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Utility Easements. Public utilities (including cable television) may be installed underground in the Common Areas when necessary for the service of The Properties, and all use of utility easements shall be in accordance with the applicable provisions of this Declaration. Further, such installation and use must be approved by the City of Plantation and the applicable utility companies.

Section 5. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE V

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association assessments or charges for maintenance and improvements as provided in this Article V, including such reasonable reserves as the Association may deem necessary, such assessments to be fixed, established and collected from time to time as herein provided. All assessments, together with such interest, penalties and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance as provided in Sections 3 and 6 hereof, for capital improvements as provided in Section 7 hereof, to pay real property taxes, or to promote the health, safety, welfare and recreational opportunities of the Members of the Association, their families residing with them, their guests and tenants.

Section 3. Regular Maintenance. The Association, through action of its Board of Directors, shall provide Common Area maintenance as described in this Section 3.

(a) Common Area Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including, but not limited to, landscaping, front lawns, driveways, drainage, drainage structures, and other structures, except utilities, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Each owner shall permit the use of the hose bib on his Lot by the Association in performing landscape maintenance. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with this Article V. Such assessments shall be against Lots as provided in Section 4 below. No owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of the right to use the Common Areas.

(b) Other Common Area Maintenance. The Association shall at all times maintain in good repair and shall replace as often as necessary any other improvement in the Common Area including swales, grass, landscaping, etc.

(c) Insurance. Liability insurance and fidelity bonds, as described in this subsection, shall be paid by the Association as part of the Regular Maintenance budget. Fidelity bonds in an amount not less than the greater of (i) two (2) months' aggregate assessments for Regular Maintenance, or (ii) Ten Thousand Dollars ($10,000.00) shall be maintained for all officers, employees, agents or servants of the Association who are responsible for handling Association funds; provided, however, that, at Developer's option, no fidelity bond is required for Developer or any of its officers, employees or agents. Public liability insurance covering personal injuries occurring on the Common Areas of the Properties with minimum policy limits of One Million Dollars ($1,000,000.00) per person, per occurrence, shall be maintained by the Association.

Section 4. Established Assessments. The cost of the Regular Maintenance described in Section 3 above, including such reserves as the Board of Directors shall deem appropriate and all assessments levied under the Master Declaration, if any, shall be paid for by a maintenance fee assessed against Lots on which buildings have been completed and certificates of occupancy have been issued as provided herein. In fixing assessments, the Board of Directors may make assumptions regarding the number of buildings which will be subject to assessment during the succeeding year. Upon completion of all buildings, each Lot will be assessed 1/30 of the total cost of Regular Maintenance. The fee assessed against each such Lot shall be a pro-rated portion of the total annual cost of the Regular Maintenance. Except for the initial assessment for Regular Maintenance established herein, the amount of the assessment shall be determined by the Board of Directors not less frequently than annually (commencing _____, 1994), but as often as the Board may from time to time determine. Notice of the fixing or changing of the assessment shall be mailed to each Owner at the address of each Owner's Lot (unless an Owner has notified the Association in writing of a different address for receipt of assessment notices) at least thirty (30) days before the new assessment is to become effective; provided, however, that neither failure of the Association to send such notice, nor non-receipt of the notice by an Owner, shall be an excuse for non-payment of all assessments when due. All assessments for Regular Maintenance shall be established as if for a full calendar year, provided that the total amount of any assessment to be levied during any period shorter than a full calendar year shall be in

proportion to the number of months remaining in such calendar year. Payment of the assessment shall be in monthly installments (or in annual or quarter-annual installments if so determined by the Board of Directors) commencing on the first day of the month next following the recordation of this Declaration.

Section 5. Initial Regular Maintenance Assessment. The initial assessment for Regular Maintenance payable for each Lot is hereby fixed at $420.00 per Lot for the year 1993 payable in equal monthly installments of $35.00 due on the first day of each month. This is based on the Initial Annual Operating Budget which is attached to this Declaration as Exhibit "B".

Section 6. Special Assessments. It shall be the responsibility of each Owner, except for Regular Maintenance to be performed by the Association described in Section 3 above, to maintain the structures and grounds on each Lot, as well as carports, at all times in a neat and attractive manner. Upon an Owner's failure to do so, the Association may, at its option, after giving the Owner ten (10) days written notice sent to the Owner's last known address or to the address of the subject Lot, remedy the Owner's failure, and all expenses incurred by the Association in doing so shall be a Special Assessment charged against the Lot on which work was done. Further, Owners causing (or Owners whose families, agents, invitees or tenants cause) damage to any portion of the Common Areas or the portions of the building exteriors to be maintained by the Association as a result of misuse, negligence, failure to maintain or otherwise, shall be directly liable to the Association for the cost of correcting such damage, and a Special Assessment may be levied therefor against the Lots of such Owners.

Section 7. Capital Improvements. Funds necessary for capital improvements relating to the Common Areas under the ownership of the Association may be levied by the Association as Capital Improvement Assessments upon approval both by a majority of the Board of Directors of the Association and by a two-thirds favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 8. Roster of Assessments. The Association shall maintain a roster of all Lots and assessments applicable thereto which shall be kept at the office of the Association and be open for inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate, when impressed with the corporate seal, shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; Lien and Remedies of the Association. It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. If any assessment for any Lot is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, upon the recordation of a Claim of Lien, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The obligation to pay assessments shall also be a personal obligation of the Owner having record title at the time the assessment is due, except in the case of Special Assessments under Subsection 6 for which the Owner at the time the damage is

caused shall have the personal obligation to pay. Such personal obligation of an Owner to pay an assessment, however, shall remain the Owner's personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If any assessment or installment thereof is not paid within ten (10) days after the due date, there shall be added thereto a penalty in an amount to be set by the Board of Directors (but not less than ten ($10.00) dollars), and the assessment or installment shall bear interest from the date when due at the highest interest rate allowable by law; the Association may bring an action at law against the Owner personally obligated to pay the same, record a Claim of Lien against the Lot in which the assessment is unpaid, any of which remedies the Association may pursue individually, simultaneously, or successively; and there shall be added to the amount of such assessment attorney's fees and costs of preparing and filing both the Claim of Lien and the filing of a Complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action; and the Association shall be entitled to attorney's fees and costs in connection with any appeal of any such action and collection of a judgment.

Each lien herein granted to the Association shall be effective upon recording a Claim of Lien in the Public Records of Broward County, Florida. A Claim of Lien shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and the date when due. No lien shall continue for a period longer than one (1) year after the Claim of Lien shall have been recorded, unless within that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such lien the same shall be satisfied of record. Such lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the Claim of Lien by the Association.

Section 10. Rights of Institutional Lender. When an Institutional Lender of record, or other purchaser of a Lot shall obtain title to a Lot by a purchase at the public sale resulting from the Institutional Lender's foreclosure judgment in a foreclosure suit in which the Association shall have been properly named as a defendant junior lien holder, or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments attributable to the Lot or chargeable to the former owner of the Lot which became due prior to such acquisition of title unless the share shall be secured by a Claim of Lien for assessments recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments shall be common expenses collectable from all of the Lot owners, including such acquirer, its successors and assigns. An Institutional Lender acquiring title to a Lot by foreclosure or deed in lieu of foreclosure shall not, during the period of its ownership of the Lot, whether or not the Lot is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Section 11. Access at Reasonable Hours. For the purpose of performing the exterior maintenance authorized by Sections 3 and 6 of this Article, the Association, through its duly authorized agents, employees or independent contractors, shall have the right,

after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

Section 12. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund subsequent deficits in the operating expenses of the Association. In any event, any funding of Association deficits shall be treated as loans from the Developer to be repaid by the Association at a market rate of interest.

Section 13. Working Capital. Upon purchase of a Lot from the Developer, each Owner is required to pay to the Association an amount equal to two (2) months payments of the regular maintenance assessment. This will be to fund working capital.

Section 14. Enforcement by the City of Plantation. Should the Association fail to adequately maintain the landscaping requirements imposed by the Plantation City Council 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, including the creation and enforcement of assessments and liens.

ARTICLE VI

RESIDENTIAL COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all of the Lots.

Section 2. Land Use and Building Type. No Lot shall be used except for single-family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height. However, temporary uses are permitted by the Developer for model homes, parking lots, sales offices, construction offices, storage and all other uses determined to be necessary by the Developer, until permanent cessation of such uses takes place.

Section 3. Change in Buildings. No Owner shall make or permit any construction, modification or alteration of any building or structure except with the prior written consent of the Architectural Control Committee (hereinafter identified) or its successor and all Institutional Lenders holding a mortgage on the subject Lot and consent may be withheld if, in the sole discretion of the party requested to give the same, it appears that such structural modification or alteration would affect or in any manner endanger other Lots. No structure shall be demolished or removed without the prior written consent of all Owners of all other Lots abutting the subject Lot and all Institutional Lenders holding a mortgage on the abutting Lots and also the prior written consent of Developer or its successor. There shall be no modification or alteration of any building without the consent of the City of Plantation or its appropriate review committee, where such consent is required. Developer shall have the right, but shall not be obligated to assign all of its rights and privileges under this Section to the Association.

Section 4. Structure Location. All structures shall be located in conformance with the Site Plan for the Properties as approved by the City of Plantation, including all waivers approved in connection with said Site plan, or as originally constructed on a Lot by the Developer or its successor or assignee.

Section 5. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the Plat and the Site Plan. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent the maintenance of utilities. The area of each Lot or the Common Area covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or by the Association, as provided for by this Declaration, except for the installation for which a public utility or utility company is responsible. Florida Power and Light Company, Southern Bell Telephone and Telegraph Company, such cable television company as the Developer or City may contract with, and Developer, and their successors and assigns, shall have perpetual easements for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits under and through the utility easements as shown on the Plat and the Site Plan, or as may be recorded by Developer. Any damage caused to pavement, driveways, drainage structures, bridges, sidewalks, other structures, or landscaping during the installations and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation and maintenance caused the damage. All utilities within the subdivision shall be installed and maintained underground. Further, the Fire Department of the City of Plantation shall have the right to enter upon the premises of any Lot at reasonable times and upon the giving of reasonable notice in order to conduct periodic inspections of fire suppression systems and equipment, if necessary.

Section 6. Parking. All parking shall be within the boundaries of each Lot, or within appropriate common area of the Master Association.

Section 7. Nuisances. No noxious, illegal or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Structures. Except as provided in Section 2 of this Article VI as to the Developer, no structure of a temporary character, including sheds, trailers, tents, mobile homes or recreational vehicles, shall be permitted on The Properties at any time or used on any Lot at any time as a residence, either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any structure built on the Properties or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed within the patio fences and properly screened.

Section 9. Signs. No sign of any kind shall be displayed to the public view on The Properties except one sign per Lot of not more than one-half (1/2) square foot used to indicate the name of the resident and one sign per Lot of not more than one (1) square foot advertising the Lot for resale or for rent; provided, however,

that no sign advertising a Lot for sale or rent shall be permitted without the Developer's express written consent while the Developer still has any Lots for sale. The Association may remove any sign not in conformance with these restrictions. No signs are permitted without prior written approval by the Architectural Control Committee.

Section 10. Oil and Mining Operations. No oil drillings, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the and subject to this Declaration.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions anywhere within The Properties except in locations designed by The Association, and the Owners of the pets shall be required to remove any excretions of their pets from non-designated areas.

Section 12. Damage to Building. In the event a structure is damaged through act of God or other casualty, that Lot Owner shall promptly cause his structure to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair or rebuilding of the structure. To accomplish the requirements of this Section, each Owner shall insure his structure at the highest insurable value.

Section 13. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 14. Architectural Control. No building, wall, fence, screen or other structure or improvement of any nature may be erected, placed or altered on any Lot, and no landscaping within patios the height of which exceeds the height of the patio fences may be planted or placed, until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Committee named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of said Committee, seems sufficient. Any change in exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The initial Architectural Control Committee shall be composed of members of the Board of Directors of the Association. A majority of the Committee may take any action the Committee is empowered to take, may designate a representative to act for the Committee and may employ

personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Committee, the Board of Directors shall have full authority to designate a successor. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant. The provisions of this section do not apply to the Developer. Furthermore, no building, wall, fence, screen or other structure or improvement may be erected, placed or altered without the consent of the City of Plantation or its appropriate review committee, if such consent is otherwise required.

Section 15. Exterior Appearances and Landscaping. The exterior finishing colors on all buildings may be maintained as that originally installed without prior approval of the Architectural Control Committee, but prior approval by the Committee shall be necessary before any such exterior finishing color is changed. The landscaping in the Common Areas, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall not be modified in any way by an Owner unless the prior written approval for any such change is obtained from the Committee. Aluminum foil, newspaper, any other paper covering, sheets, blankets or the like shall not be placed on windows or glass doors, either inside or outside. No owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall or place any objects such as bicycles, toys, barbecues, trash or garbage cans or other items on patios unless concealed from the view of the road frontage and other residences, except, however, customary outdoor furniture.

Section 16. Trucks, Trailers, Boats, Etc. No trucks, commercial vehicles or vans, campers, mobile homes, motorhomes, vehicles without license plates or with expired registrations, recreational vehicles, boats, house trailers, boat trailers, or trailers or trucks of every other description except pick-up trucks or conversion vans for personal use shall be permitted to be parked or to be stored at any place on The Properties, except only during the periods of approved construction or otherwise in accordance with rules and regulations promulgated by the Board of Directors. This prohibition of parking shall not apply to said vehicles which are concealed within an enclosed garage, or to temporary parking of trucks and commercial vehicles in the course of business, such as for pick-up, delivery and other commercial services. For purposes of this Section 16, a commercial vehicle is one with commercial lettering on its exterior.

Section 17. Easement for Encroachment. There shall be an easement for encroachment in favor of the Association and all Owners in the event any Lot or structure now or hereafter encroaches upon any other Lot or structure as a result of minor inaccuracies in survey, construction, or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvement in favor of maintenance and use of the encroaching improvement in favor of the Owner thereof, his designees, mortgagees and the Association.

Section 18. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Lot or in Common Areas except in areas designated for such purposes; provided, however, that the requirement from time to time of the City of Plantation for disposal or collection of same shall be complied with. All equipment for storage and disposal of such material shall be kept

in a clean and sanitary condition and out of sight of street frontages and other dwelling units.

Section 19. Drying Areas. No clothing, laundry, or wash shall be aired or dried and no clothes lines shall be present on any portion of any Lot in an area exposed to view from any other Lot, dwelling unit, common area or roadway.

Section 20. Cable Television. The City of Plantation has entered into a franchise agreement with a cable television company for the installation and providing of cable television service to all dwelling units. All Owners will be entitled to receive transmission of the cable television signal which will be supplied to each dwelling unit. The cost of the cable television service will, for an initial period defined in the contract, be paid by The Association the cost of which will be included in the assessment for Regular Maintenance and be borne equally by all Owners. The Association and all Owners (by acceptance of a deed of conveyance to a Lot) hereby authorizes the Developer to enter into such contract and any modifications or extensions thereof which the Developer, in its sole discretion, deems reasonable, and also hereby ratify, approve and adopt any such contract entered into by the Developer.

ARTICLE VII

RULES AND REGULATIONS

Section 1. Compliance by Owners. Each Owner and his family members, tenants, guests, invitees and agents shall comply with this Declaration and any and all rules and regulations adopted from time to time by the Association in furtherance of the provisions of this Declaration.

Section 2. Enforcement. Failure to comply with this Declaration or such rules and regulations shall be grounds for such action as the Board of Directors deems appropriate, which may include, without limitation, either independently or in any combination, an action to recover sums due for damages, injunctive relief, suspension of voting rights and use of Common Areas (except the use of Common Areas for ingress and egress to and from Lots).

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family members, guests, invitees or agents, to comply with this Declaration or any rule or regulation, provided the following procedures are adhere to:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least fourteen (14) business days notice of such meeting shall be given.

(b) Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors meeting.

(c) Penalties. The Board of Directors may impose fines (in the nature of special assessments as in Article V, Section 6) against the Lot owned by the non-complying Owner as follows:

1) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00).

2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00).

3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars ($1,000.00)

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of imposition.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article V hereof.

(f) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive of, and shall exist in addition to, all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the non-complying Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE VIII

UNIFIED CONTROL

Section 1. Cul-de-Sac. The Developer will install, if requested by the City of Plantation, after the expiration of ninety (90) days from the date construction in the last phase ceases, a temporary cul-de-sac at the end of the last occupied construction Phase of the on-site road construction so as to insure reasonable traffic flow through each construction phase within the Project.

Section 2. Encroachments. No encroachment may be made into any common-owned land which would affect the outward elevations of any primary structure without prior approval by either the Plantation City Council or its Plan Adjustment Committee and that all such encroachments be uniform as to applicability between the Developer or future unit owners under a delineated procedure approved by the City Building Department which procedure shall minimally require prior approval of the Homeowner Association(s) (as set forth in Section 7 below) of such land of such intended encroachments and a hold harmless agreement from such entities to the City for granting permits for such requested encroachments (it being understood that the City Council can delegate to the Building Department approval of any elevation changes occasioned by such encroachments within the common areas of such development(s).

Section 3. Amendments. Any amendment to these Unified Control provisions of this Declaration requires the approval of the amendment(s) by the City Council before same are deemed effective.

Section 4. Franchised Services. The Developer and subsequent owners of property within the proposed development agree to utilize, where offered, all municipal franchised services and may not independently contract for such services without prior approval of the City Council (presently included within franchised services of the City are garbage collection, gas, telephone, FPL and cable television including basic, satellite and pay-per-view).

Section 5. Governmental Regulation. No provision of this Declaration shall amend or waive the ordinances of the City of Plantation or the regulations of other governmental agencies having any jurisdiction over the property covered by such development. Developer shall comply with all applicable ordinances and governmental regulations (including, but not limited to, the City's comprehensive sign ordinance) and that no less restrictive signs be permitted within the development as well as that no traffic regulation, directional signs or efforts to control flow of traffic or speed of traffic be allowed to be erected, emplaced or otherwise installed upon or adjacent to any private road system within the development which would conflict with the ordinances of the City of Plantation or other duly enacted governmental regulations concerning traffic, signage and control. Further no surface water drainage will be permitted that would conflict with the requirements of the city's ordinances for subdivision improvements or the regulations of any drainage district having jurisdictional authority over the property covered by this Declaration.

Section 6. Assessments. This Unified Control provision and this Declaration itself sets forth the proper method of assessment for maintenance of commonly and/or privately owned property and improvements with lien rights and enforcement rights which have been executed so as to give the City reasonable assurance that the future maintenance of such private facilities and land will not be at public expense and that the Developer bear his fair share of such expenses during the Development of the property covered by such unified control documents.

Section 7. Maintenance. That all commonly used land within the Properties shall be maintained in a safe, neat and well-kept manner by the ASSOCIATION or its successor. It is understood that this standard of maintenance is not brand new, but class A residential condition for its age, reflecting reasonable wear and tear. All walkway and roadways will be maintained in a safe and adequate manner (normal wear and tear excepted) and shall include, without limitation, paving and repairing all such areas and keeping such areas reasonably free and clear of foreign objects, papers, debris and other obstructions, however, repairs shall be made where reasonably requested by City Engineer. In the event that the ASSOCIATION or its successor, a property owner's association fails to maintain such areas, the CITY shall notify the ASSOCIATION, its successor, a successor property owner's association or leasing/management company and that entity shall have ten (10) days in which to correct the violation. If the violation cannot be corrected within ten (10) days, then the ASSOCIATION, its successor, a successor property owner's association or leasing/management company shall within the initial ten (10) day period, advise the CITY of its plan for correction and shall have a reasonable but prompt period in which to carry out its plan for correction. After the ten (10) days prior written notice from the CITY, the CITY shall have the right, but not the obligation, to effect such maintenance and to assess the cost therein as a lien on the PROPERTIES.

Section 8. Unified Control. Nothing contained herein shall be construed to be a waiver of the applicability or enforceability of any of the City of Plantation's Code of Ordinances. This Declaration, the Articles of Incorporation and By-Laws attached hereto as Exhibits 1 and 2 are supplementary to and subordinate to any and all other applicable City Codes, rights, remedies, and enforcement obligations with regard to the repair, maintenance and administration of WEDGEVAL MASTER ASSOCIATION, INC. and its common areas and with regard to the development administration, repair and maintenance of VALMORAL TOWNHOUSES AT JACARANDA, INC. and its common areas and WEDGEWOOD ESTATES COMMUNITY ASSOCIATION, INC. and its common areas. The original Site Plan for Valmoral Parcel 540 is hereby confirmed and ratified as the approved Site Plan for the nine (9) existing units of VALMORAL TOWNHOUSES OF JACARANDA, INC. (Valmoral Site Plan) and further the new Site Plan for Wedgewood Estates, approved August 25, 1993 as may be amended from time to time ("Wedgewood Site Plan") last revised January 19, 1994 is hereby confirmed and ratified as the Approved Site Plan for Wedgewood Estates. Any and all uses of the real and personal property described in the Exhibits attached hereto shall be consistent with and in compliance with these two (2) Site Plans. Any amendments to the Valmoral or Wedgewood Site Plans (except modifications to the elevations or location of building pads of the individual homes which need only be approved by the individual association involved) must be approved as set forth below. Any amendment to the Valmoral Site Plan (except modifications to the elevations or location of building pads of the individual homes) must be approved in advance by a majority of the members of the Wedgeval Master Association, Inc. as well as obtaining a majority approval of the members of Valmoral Townhomes at Jacaranda, Inc. Any amendment to the Wedgewood Estates Site Plan (except modification to the elevation or location of building pads of the individual homes) must be approved in advance by not less than eighty (80%) percent of the Wedgeval Master Association, and by a majority of the members of the Wedgewood Estates, Inc. Both Associations and the members thereof agree to hold the City of Plantation harmless for its role in the evaluation and ultimate approval or disapproval of any requested amendments to either site plan. Furthermore, in the event either Association denies the validity of the issuance of building permits or other action taken by the City of Plantation at the request of either Association or their respective members, the sole remedy for either Valmoral Townhouses at Jacaranda, Inc., Wedgewood Estates, Inc. or their respective members shall be injunctive relief against each other and no action shall lie with the City of Plantation or any agencies thereof for its role in evaluating and responding to either Association's request.

Section 9. Amendments. All amendments affecting this Article entitled Unified Control must be approved in advance by the Plantation City Council or the City Legal Department before same are deemed effective.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the land and bind the properties and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owner of any land subject to this Declaration, and such governmental entities having authority to enforce this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after

which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots, all institutional mortgagees of Lots and any governmental entity having authority to approve the revocation of this Declaration has been recorded agreeing to revoke said covenants and restrictions. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation and unless written notice of the proposed agreement to revoke is sent to every Owner and all institutional mortgagees of lots and any governmental entity required to approve same at least ninety (90) days in advance of any action taken.

Section 2. Notice. Unless otherwise specified herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction hereof or rules and regulations promulgated pursuant thereto, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association, any Owner or governments entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The covenants may also be enforced by the Architectural Control Committee. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of action, including reasonable attorney's fees to be fixed by the court, including attorney's fees and costs in connection with the appeal of any such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, any provision hereof may be amended, changed, added to, derogated, or deleted any time and from time to time upon the execution and recordation of an instrument pursuant to one of the following: 1) by Developer for so long as it holds title to any Lot; or 2) by Owners holding not less than two-thirds vote of the membership in the Association, provided that, so long as the Developer is the Owner of any Lot affected by the Declaration, the Developer's written consent must be obtained; but in no event will any amendment hereunder become effective without the written consent of the City of Plantation or its Legal Department. Anything herein to the contrary notwithstanding, any amendment must have the written consent of the two Institutional Lenders holding the greatest number of mortgages secured by Lots with the exception that any amendment to Article V, Section 10 must have the consent of all mortgagees holding mortgages secured by Lots.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles of Incorporation shall take precedence over the By-Laws. True and correct copies of the Association's Articles of Incorporation and By-Laws are attached hereto, labeled Exhibits "C" and "D" respectively, and made a part hereof.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Broward County Public Records.

Section 8. Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person except the City of Plantation which initially approved this Declaration for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

Section 9. Standards for Consent, Approval, Completion, other Action and Interpretation. Except with regard to governmental enforcement and also with regard to maintenance liens and related obligation hereof, whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer, the Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer, the Association or the Architectural Control Committee shall be deemed so completed or substantially completed in the sole and unfettered opinion of the Developer, the Association or the Architectural Control Committee, as appropriate. This Declaration shall be interpreted by the Board of Directors, and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 10. Headings. The headings of articles, sections and paragraphs of this Declaration are intended as an aid only and are not binding or conclusive as to the contents which follow.

Executed as of the date first above written.

Signed in the presence of:

Witness
Printed Name Michele S. Grant

Witness
Printed Name Debra A. Seager

WEDGEWOOD ESTATES, INC.
(Developer)

By: Mark S. Krohn
Mark S. Krohn, President
and Secretary

BK22859PG0348

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of APRIL, 1994, by Mark S. Krohn, as President and Secretary of Wedgewood Estates, Inc., a Florida corporation, who is personally known to me. ~~or who has produced~~ _____ ~~as identification.~~

Debra A Seaver
NOTARY PUBLIC
My Commission Number:
My Commission expires:
Seal:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 3,1997
BONDED THRU GENERAL INS. UND.

BK22859PG0349

SKETCH OF LANDS TO BE INCLUDED IN THE
WEDGEWOOD ESTATES COMMUNITY ASSOCIATION, INC.

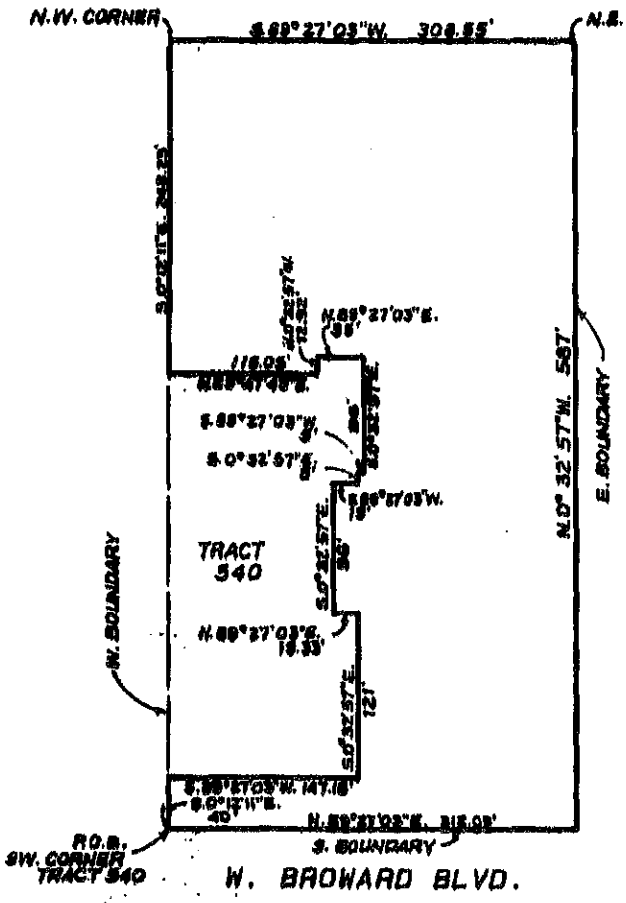
DESCRIPTION

That portion of Parcel A, according to the plat of WEDGEWOOD ESTATES, as recorded in Plat Book 156 at Page 31 of the Public Records of Broward County, Florida, described as follows:

Beginning at the Southwest corner of said Parcel A; thence run North 89°27'03" East (on a plat bearing) 313.09 feet along the South boundary of said Parcel A; thence run North 0°32'57" West 587 feet to the Northeast corner of said Parcel A; thence run South 89°27'03" West 308.55 feet to the Northwest corner of said Parcel A; thence run South 0°12'11" East 248.23 feet along the West boundary of said Parcel A; thence run North 89°47'49" East 115.05 feet; thence run North 0°32'57" West 12.92 feet; thence run North 89°27'03" East 35 feet; thence run South 0°32'57" East 86 feet; thence run South 89°27'03" West 5 feet; thence run South 0°32'57" East 8 feet; thence run South 89°27'03" West 19 feet; thence run South 0°32'57" East 96 feet; thence run North 89°27'03" East 19.33 feet; thence run South 0°32'57" East 121 feet to an intersection with a line 40 feet North of, as measured at right angles, and parallel to said South boundary of Parcel A; thence run South 89°27'03" West 147.18 feet along said parallel line to an intersection with said West boundary of Parcel A; thence run South 0°12'11" East 40 feet along said West boundary, to the Point of Beginning.

Said lands situate in the City of Plantation, Broward County, Florida.

BY: C.C. WINNINGHAM CORPORATION
1040 N.E. 45th Street
Oakland Park, Fl.33334



THIS IS NOT A SURVEY

CERTIFICATE

THIS IS TO CERTIFY THAT A SKETCH WAS MADE THIS DAY OF THIS PROPERTY AS DESCRIBED AND SHOWN HEREON AND THAT THIS SKETCH AND DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027,

C.C. WINNINGHAM CORPORATION

By: Charles C. Winningham II
Registered Land Surveyor No. 1580
State of Florida

N

SCALE: 1"= 100'
10-18-94

P.O.B.= POINT OF BEGINNING

EXHIBIT "A"

40950

BK22859PG0350

95-085882 T#001
02-28-95 11:41AM

$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT

COUNTY ADMIN.

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ACCESS EASEMENT FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF FENCES AND SPRINKLING WATERING SYSTEM

THIS DECLARATION and Grant of Easement made this 24th day of FEBRUARY, 1995, by WEDGEWOOD ESTATES, INC., a Florida corporation (the "Developer").

WHEREAS, Developer is the owner of the real property described in Exhibit "A" (the "Property") and has received approval from the City of Plantation for its site plan for the Property for residential development know as "Wedgewood Estates"; and

WHEREAS, the Developer desires to grant the easements hereafter set forth over and upon the Property to the following entities, namely: WEDGEVAL MASTER ASSOCIATION, INC. And WEDGEWOOD ESTATES COMMUNITY ASSOCIATION, INC., hereinafter called "ASSOCIATIONS", their agents and employees.

NOW THEREFORE, in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations in hand paid to it, Developer does hereby grant and convey to the ASSOCIATIONS, the following easements:

1. To the ASSOCIATION, a non-exclusive easement for ingress, egress and access over, under and upon the Property for all ASSOCIATION purposes, including but not limited to providing the following services: installation, operation, maintenance and repair of privacy fences located on the Property and installation, operation, maintenance and repair of a common lawn sprinkling system and other appropriate ASSOCIATION functions requiring access to the Property.

NOTWITHSTANDING ANYTHING to the contrary contained herein, the easements created herein inure solely to the benefit of and run exclusively to the ASSOCIATIONS, their agents, and employees and no other persons or entities shall have any rights, claims or interests by reason of or arising under this easement. In no event shall said non-exclusive easement allow access or any entry into structures and improvements located on the Property and the ASSOCIATION shall be responsible for any damage thereto.

IN WITNESS WHEREOF, Developer has caused this Easement to be executed on the

SEND TO: WEDGEWOOD ESTATES, INC.
5049 NW 5 ST.
HALLANDALE, FL 33009

BK23182PG0211

(3)

date first above written.

WITNESSES:

WEDGEWOOD ESTATES, INC.

By: MARK S. KROHN
President

Attest:
(Corporate Seal)

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and County aforesaid to take acknowledgements, personally appeared MARK S. KROHN and _____, known to me to be the President and Secretary of WEDGEWOOD ESTATES, INC., a Florida corporation, and that he/she acknowledged executing the foregoing Non-Exclusive Easement for Ingress, Egress and Access Easement for Association Services for WEDGEWOOD ESTATES, INC. in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him/her.

WITNESS my hand and official seal in the County and State last aforesaid, this 24 day of Feb., 1995.

NOTARY PUBLIC
Print Name: Dana L. Newbold
My Commission Number:

OFFICIAL NOTARY SEAL
DANA L NEWBOLD
COMMISSION NUMBER
CC190434
MY COMMISSION EXP.
APR. 2,1996

The undersigned being the owner and holder of a mortgage encumbering the Property, which mortgage is recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, does hereby join in and consent to the terms of the foregoing Easement.

WITNESSES:

MORTGAGEE

Family Bank

By: Bruce M. Kerr
Title: Exec. Vice President

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24 day of Feb, 1995 by Family Bank (Mortgagee) of 1000 E. Hallandale Blvd Hallandale Fla 33009 (address).

NOTARY PUBLIC
Print Name: ANNA LINEBACK
My Commission Number:

ANNA LINEBACK
COMMISSION # CC 336982
EXPIRES DEC 3, 1997
Atlantic Bonding Co., Inc.
800-732-2245

BK23182PG0212

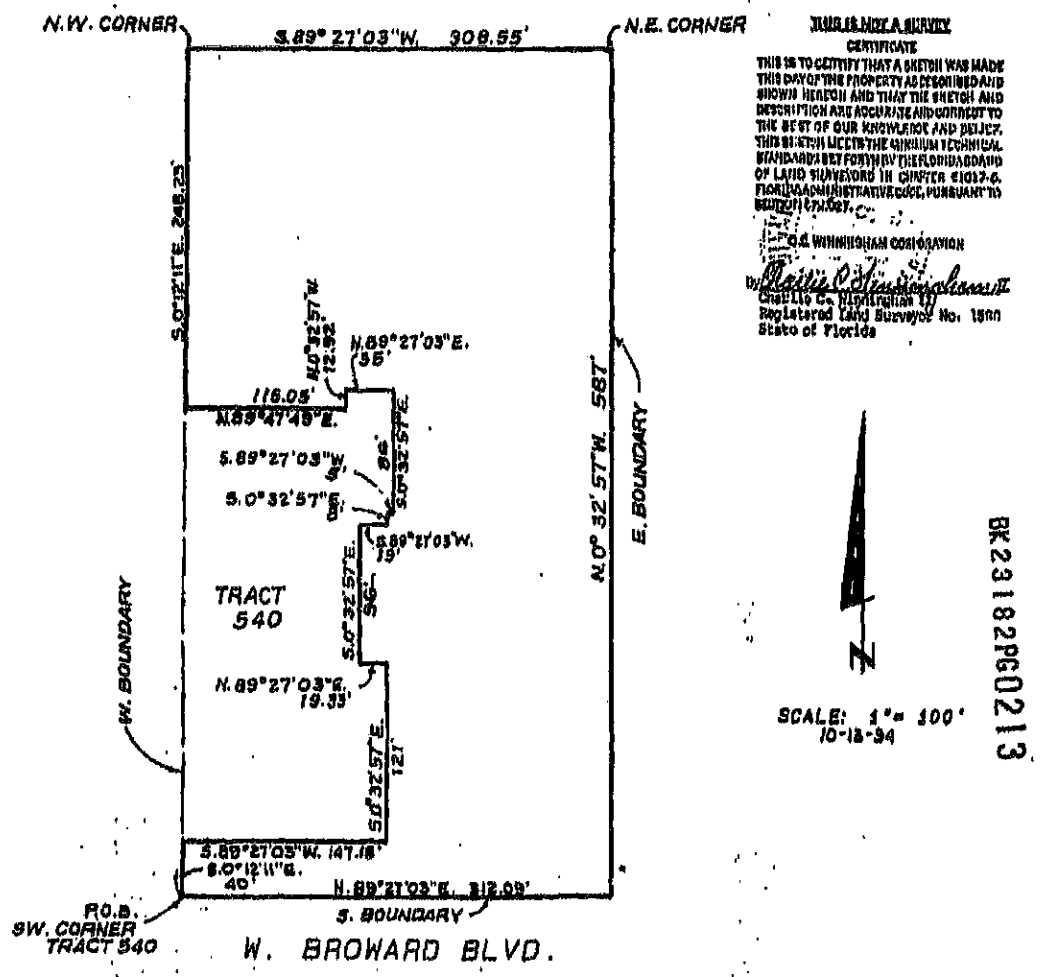
DESCRIPTION

That portion of Parcel A, according to the plat of WEDGEWOOD ESTATES, as recorded in Plat Book 156 at Page 31 of the Public Records of Broward County, Florida, described as follows:

Beginning at the Southwest corner of said Parcel A; thence run North 89°27'03" East (on a plat bearing) 312.09 feet along the South boundary of said Parcel A; thence run North 0°32'57" West 587 feet to the Northeast corner of said Parcel A; thence run South 89°27'03" West 308.55 feet to the Northwest corner of said Parcel A; thence run South 0°12'11" East 248.23 feet along the West boundary of said Parcel A; thence run North 89°47'49" East 115.05 feet; thence run North 0°32'57" West 12.92 feet; thence run North 89°27'03" East 35 feet; thence run South 0°32'57" East 86 feet; thence run South 89°27'03" West 5 feet; thence run South 0°32'57" East 8 feet; thence run South 89°27'03" West 19 feet; thence run South 0°32'57" East 96 feet; thence run North 89°27'03" East 19.33 feet; thence run South 0°32'57" East 121 feet to an intersection with a line 40 feet North of, as measured at right angles, and parallel to said South boundary of Parcel A; thence run South 89°27'03" West 147.18 feet along said parallel line to an intersection with said West boundary of Parcel A; thence run South 0°12'11" East 40 feet along said West boundary, to the Point of Beginning.

Said lands situate in the City of Plantation, Broward County, Florida.

BY: C.C. WINNINGHAM CORPORATION
1040 N.E. 45th Street
Oakland Park, Fl.33334



THIS IS NOT A SURVEY

CERTIFICATE

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C.C. WINNINGHAM CORPORATION

By: Charles C. Winningham, II
Charles C. Winningham III
Registered Land Surveyor No. 1500
State of Florida

SCALE: 1"= 100'
10-18-94

P.O.B.= POINT OF BEGINNING

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

EXHIBIT "A"

BK23182PG0213