

CERTIFICATE OF AMENDMENT TO THE  
SECOND AMENDED AND RESTATED DECLARATION AND GENERAL  
PROTECTIVE COVENANTS FOR THE  
REGENCY CLUB COMMUNITY

The Second Amended and Restated Declaration and General Protective Covenants For The Regency Club Community (the "Declaration") was duly recorded in Official Records Book 27808, Page 432, of the Public Records of Broward County, Florida.

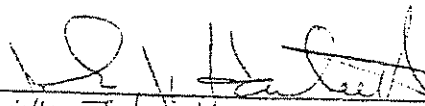
Pursuant to the provisions of Section 5.3 of the Declaration, amendments to Sections 5.3, 12.10, 12.18, 12.32, and 20.2 of the Declaration (collectively, "Amendments") were made, approved and ratified by the required number of votes of all the Members at a special meeting held on the 22<sup>nd</sup> of May, 2002.

This Certificate and the attached Amendments are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendments will become effective as the Amendments to the Declaration for the above-described Community.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed thereto this 2<sup>nd</sup> day of July, 2002.

WITNESSETH:

THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC.

  
Print: John Hartnett

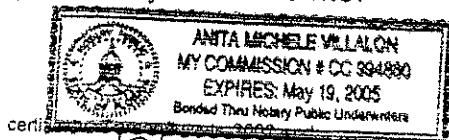
By: Cosmo Monteleone President  
Cosmo Monteleone, President

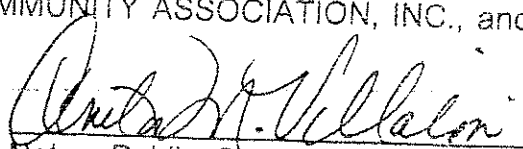
  
Print: John Hartnett

By: Debbie Rowell Secretary  
Debbie Rowell, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2002 by COSMO MONTELEONE, the President, and DEBBIE ROWELL, the Secretary, of THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., and are personally known to me.



  
Notary Public, State of Florida

Anita M. Villalon

THE LAW FIRM OF

FRANK • WEINBERG • BLACK, P.L.

PREPARED BY  
STEVEN A. WEINBERG

7805 S.W. 6TH COURT • PLANTATION, FL 33324

Additions are underlined  
Deletions are ~~stricken~~

Section 5.3 of the Declaration is amended as follows:

5.3. Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66 2/3%) of the Board; and (ii) ~~seventy-five percent (75%)~~ sixty six and 2/3 percent (66 2/3%) of all of the votes in the Association.

Section 12.10 of the Declaration is amended as follows:

12.10. Alterations and Additions. No material alteration, addition or modification to any portion of Regency Club Community, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. ~~Screened porch extensions and screened swimming pool enclosures are prohibited.~~ Porches and patios may be screened if permitted by with approval of the ACC and there is compliance with all governmental requirements (must meet specifications as required by the City of Sunrise).

Section 12.18 of the Declaration is amended as follows:

12.18. Pools. No above ground pools shall be permitted. ~~No screened swimming pool enclosures shall be permitted.~~ All pools, spas and appurtenances installed shall require the approval of the ACC as set forth in this Declaration.

Section 12.32 of the Declaration is amended as follows:

12.32. Parking. Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on Regency Club Community for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Regency Club Community, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat, ~~or camper~~ or trailer, may be kept within Regency Club Community except in the garage of a Home.

Section 20.2 of the Declaration is amended as follows:

20.2. Membership. There is ~~no~~ a requirement that any member of the ACC be an Owner or a member of the Association.

CERTIFICATE OF AMENDMENT TO THE SECOND AMENDED AND RESTATED  
BYLAWS OF  
THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.

The Second Amended and Restated Bylaws of The Regency Club Community Association, Inc. (the "Bylaws") were duly recorded in Official Records Book 27808, Page 524, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Section 12.3 of the Bylaws, an amendment to Section 4.2 of the Bylaws ("Amendment") was made, approved and ratified by the required number of votes of all the Members at a Special Meeting held on the 22<sup>nd</sup> of May, 2002.

This Certificate and the attached Amendment to the Bylaws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendment will become effective as the Amendment to the Bylaws for the above-described Association.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed thereto this 2<sup>nd</sup> day of July, 2002.

WITNESSETH:

THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC.

Print: John Hartnett

By: Cosmo Monteleone

Cosmo Monteleone, President

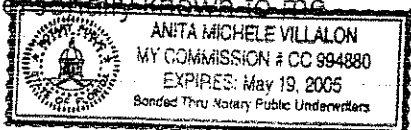
Print: John Hartnett

By: Debbie Rowell

Debbie Rowell, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2002 by COSMO MONTELEONE, the President, and DEBBIE ROWELL, the Secretary, of THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., and are personally known to me.



May 19, 2005

Anita M. Villalon  
Notary Public, State of Florida  
Anita M. Villalon

THE LAW FIRM OF  
FRANK • WEINBERG • BLACK, P.L.L.

PREPARED BY

7805 S.W. 6TH COURT • PLANTATION, FL 33324

Additions are underlined  
Deletions are ~~stricken~~

Section 4.2 of the By-Laws is amended as follows:

4.2. Term of Office. ~~The election of Directors shall take place after Declarant no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Declarant shall extend until the date designated by Declarant, or until the Turnover Date).~~ Beginning with the election of Directors in November 2002, the four (4) board members receiving the most votes will serve a term of two (2) years, the other three (3) board members will serve a term of one (1) year. At each Annual Meeting thereafter, a number of Directors equal to that of those whose terms have expired shall be elected for a term of two (2) years.

## CERTIFICATE OF RESOLUTION

The undersigned Officer of the Board of Directors of the THE REGENCY CLUB COMMUNITY ASSOCIATION, INC. hereby certifies that the following resolution was passed unanimously or by majority vote by the members of such Board of Directors, at the meeting held on the following date: 7/16/15.

### RESOLUTION ESTABLISHING RULES FOR DOCUMENT INSPECTION REQUESTS FROM UNIT OWNERS

WHEREAS, Fla. Stat. 720.303(5) obligates the Association to respond to document inspection requests from owners for inspection and copying of association records and states: *The Association may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections;*

WHEREAS, the Board of Directors deems it appropriate to establish rules for document inspection requests to avoid undue administrative burdens;

NOW, THEREFORE, be it resolved by the Board of Directors of the THE REGENCY CLUB COMMUNITY ASSOCIATION, INC. as follows:

1. Owners may submit document inspection requests not more than once every 30 days. As allowed by the statute, an owner's right to inspect records is limited to one 8 hour business day per month.
2. When an owner is asking to inspect more than one category of official record, the categories must be set forth in a numbered list.
3. Document inspection requests must be sent by certified mail, return receipt requested.
4. Requests for record inspections may not be included in a general complaint letter or discourse, but must be separately submitted and clearly labeled as a record inspection request so that management will recognize that it falls within Fla. Stat. 720.303(5).
5. Document inspection may only be conducted during normal business hours at the management office or other reasonable location designated by the Association.
6. Record inspections are not occasions for interrogating the manager or other persons staffing the records inspection. The purpose of the records inspection is only to provide records.

7. For any copies which an inspecting owner wants, the owner will need to identify them by paperclips, post-its, or other means to prevent disputes about what the owner is requesting copies of. In lieu of copying, an inspecting owner is free to take photos of documents with their smart phone or other device or may bring their own scanner.

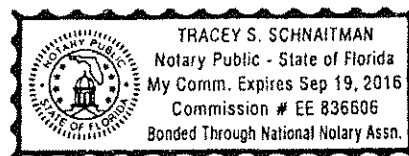
8. Pursuant to the statute: The Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and at a personnel cost of \$20 per hour. Personnel costs will not be charged for records requests that result in the copying of 25 or fewer pages. The Association will charge 25 cents per page for copies made on the Association's or Manager's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice.

07/14/15  
Date

*Mano J. Dargatzis*  
Board of Directors  
THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC.

F:\REGENCY CLUB\Resolution for rules for dcc insp.wpd

*[Signature]*



INSTR # 102136671  
OR BK 33563 Pages 1049 - 1051  
RECORDED 08/02/02 12:30:57  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1911  
#2, 3 Pages

## DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title: Certificate of Amendment to the Second Amended and Restate  
By-Laws  
( Warranty Deed, Mortgage, Affidavit, etc. )

Executed By: The Regency Club Community Association, Inc.

To: N/A

Brief Legal Description: N/A  
(if applicable)

⇒ Return Recorded Document to:

W/C TRI-COUNTY For-  
Frank, Weinberg & Black, P.L.  
7805 SW 6th Court  
Plantation, FL 33324

# DOCUMENT COVER PAGE

INSTR # 102136670  
OR BK 33563 Pages 1046 - 1048  
RECORDED 08/02/02 12:30:57  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1911  
#1, 3 Pages

(Space above this line reserved for recording office use.)

Document Title:

Certificate of Amendment to the Second Amended and  
Restated Declaration of General Protective Covenants  
( Warranty Deed, Mortgage, Affidavit, etc. )

Executed By:

The Regency Club Community Association, Inc,

To:

N/A

Brief Legal Description:

N/A

(if applicable)

⇒ Return Recorded Document to:

W/C TRI-COUNTY For-

Frank, Weinberg & Black, P.L.  
7805 SW 6th Court  
Plantation, FL 33324

INSTR # 100658385 OR BK 31023 PG 1445 RECD 11/15/2000 02:11 PM  
COMMISSION BROWARD COUNTY DEPUTY CLERK 1010

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED BY-LAWS  
OF THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED BY-LAWS OF THE REGENCY CLUB COMMUNITY ASSOCIATION, INC. ("First Amendment") is made by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by The Regency Club Community Association, Inc. ("Association").

RECITALS

1. Lennar recorded that certain Second Amended and Restated Declaration of General Protective Covenants for The Regency Club Community in Official Records Book 27808 at Page 432 of the Public Records of Broward County, Florida which contains the Second Amended and Restated By-Laws of The Regency Club Community Association, Inc. ("By-Laws") as Exhibit 3.
2. Section 12.2 of the By-Laws permits Lennar, as the Declarant, to amend the By-Laws at any time prior to the Community Date without the joinder or consent of any other person or entity whatsoever.
3. The Community Completion Date has not yet occurred and Lennar desires to amend the By-Laws as set forth herein.

NOW THEREFORE, Lennar hereby desires to amend the By-Laws and every portion of Regency Club Community is to be held, transferred, sold, conveyed, used and occupied subject to this First Amendment.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this First Amendment and the By-Laws, this First Amendment shall control. Whenever possible, this First Amendment and the By-Laws shall be construed as a single document. Except as modified hereby, the By-Laws shall remain in full force and effect.
3. Definitions. All initially capitalized terms not defined herein shall have the meaning set forth in the By-Laws. The defined term "By-Laws" is hereby deleted in its entirety from the By-Laws and replaced with the following:

"By-Laws" shall mean the Second Amended and Restated By-Laws and this First Amendment, together with all amendments and modifications thereof.
4. Number of Board of Directors. Section 4.1 of the By-Laws is hereby modified as follows:
  - 4.1 Number. The affairs of Association shall be managed by a Board of Directors consisting of not less than three (3) persons, nor more than seven (7) persons. Upon turnover of Association to Members, the Board shall consist of seven (7) persons. The Board of Directors may modify the number of Board Members consisting of not less than three (3) persons, nor more than seven (7) persons, by a vote of at least sixty-six and two-thirds (66 2/3%) percent of the then-existing Board Members. Board members appointed by Declarant need not be Members of Association. Board members elected by the other Members must be Members of Association.
5. Amendments after the Community Completion Date. Section 12.3 of the By-Laws is hereby modified as follows:

12.3 Amendments after the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and

(ii) ~~{seventy five percent (75%) of all}~~ a majority of the votes ~~{in Association}~~ present ~~[(in person or by proxy) at a duly called membership meeting in which there is a quorum.]~~  
~~(Notwithstanding the foregoing, these By Laws may be amended after the Community Completion Date by two thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.)~~

IN WITNESS WHEREOF, the undersigned, being the Declarant under the By-Laws, has hereunto set its hand and seal this 10 day of November, 2000.

WITNESSES:

LENNAR HOMES, INC., a  
Florida corporation

Print name:

By:

Name:

Title:

Print name:

{SEAL}

STATE OF FLORIDA

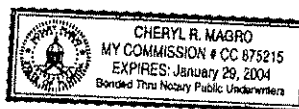
COUNTY OF Broward SS.:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Nov 2000 by D. SCOTT WOODLEY as Vice President of Lennar Homes, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

Cheryl R. Magro  
NOTARY PUBLIC, State of Florida  
at Large

Print name: \_\_\_\_\_



JOINDER

THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.

THE REGENCY CLUB COMMUNITY ASSOCIATION, INC. ("Association") does hereby acknowledge that it is bound by and subject to the First Amendment to Second Amended and Restated By-Laws of The Regency Club Community Association, Inc. ("First Amendment"). The Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of such First Amendment as no consent or joinder by any party is required.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10 day of November, 2000.

WITNESSES:

Print name:

Print name:

THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By:

Name: Torey Eisenman

Title: President

{SEAL}

STATE OF FLORIDA )

COUNTY OF Duval ) SS.:

Nov. The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of 2000 by Torey Eisenman President of THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires:

Cheryl K. Magro

NOTARY PUBLIC, State of Florida  
at Large



Print name: \_\_\_\_\_

PREPARED BY AND RETURN TO:

PATRICIA K. FLETCHER, ESQ.  
Patricia Kimball Fletcher, P.A.  
Duane, Morris & Heckscher LLP  
200 South Biscayne Blvd., Suite 3410  
Miami, Florida 33131

FIFTH AMENDMENT TO SECOND AMENDED AND  
RESTATED DECLARATION AND GENERAL  
PROTECTIVE COVENANTS FOR THE REGENCY CLUB  
COMMUNITY

THIS FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR THE REGENCY CLUB COMMUNITY ("Fifth Amendment") is made by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by The Regency Club Community Association, Inc., a Florida not-for-profit corporation.

RECITALS

1. Lennar recorded that certain Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 27808 at Page 432 of the Public Records of Broward County, Florida ("Second Amended and Restated Declaration").
2. The Second Amended and Restated Declaration was subsequently amended by the following amendments (collectively, the "Amendments"):
  1. First Amendment to the Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 28851 at Page 787 of the Public Records of Broward County, Florida;
  2. Second Amendment to the Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 29030 at Page 324 of the Public Records of Broward County, Florida; and
  3. Third Amendment to the Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 29583 at Page 338 of the Public Records of Broward County, Florida.
  4. Fourth Amendment to the Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 30603 at Page 598 of the Public Records of Broward County, Florida.

The Second Amended and Restated Declaration together with the Amendments shall hereinafter be referred together as the "Declaration."

3. Section 5.2 of the Declaration permits Lennar, as Declarant, to amend the Declaration at any time without the joinder or consent of any other person or entity whatsoever prior to the Community Completion Date, which date has not yet occurred.
4. Lennar desires to amend the Declaration as set forth herein.
5. This Fifth Amendment is a covenant running with all of the land comprising Regency Club, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Fifth Amendment;

NOW THEREFORE, Lennar hereby declares that every portion of Regency Club is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fifth Amendment.

2. Conflicts. In the event that there is a conflict between this Fifth Amendment and the Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration. The defined term "Declaration" is hereby deleted in its entirety from the Declaration and replaced with the following:

"Declaration" shall mean the Second Amended and Restated Declaration, the Amendments and this Fifth Amendment, together with all subsequent amendments and modifications thereof.

4. Amendments after the Community Completion Date. Section 5.3 of the Declaration is hereby modified as follows:

5.3 Amendments after the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty-six and 2/3 percent (66 2/3%) of the Board; and (ii) ~~seventy-five~~ sixty-six and 2/3 percent ~~((75%))~~ ((66 2/3%)) ~~of all~~ of the votes ~~in Association~~ present (in person or by proxy) at a duly called membership meeting in which there is a quorum.

5. Articles of Incorporation. The Articles of Incorporation, attached as Exhibit 2 to the Declaration are amended by the Articles of Amendment to Articles of Incorporation attached to this Fifth Amendment as Exhibit A.

6. By-Laws. The By-Laws of the Association, attached as Exhibit 3 to the Declaration, are amended by the First Amendment to the Second Amended and Restated By-Laws attached to this Fifth Amendment as Exhibit B.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Declaration, has hereunto set its hand and seal this \_\_\_\_ day of November, 2000.

WITNESSES:

LENNAR HOMES, INC., a  
Florida corporation

Print name:

By:

Name:

Title:

*[Signature]*  
O. SCOTT WOODLEY  
VICE PRESIDENT

Print name:

{SEAL}

STATE OF FLORIDA

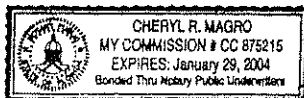
COUNTY OF Brevard ) SS.:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Nov, 2000 by O. SCOTT WOODLEY as Vice President of Lennar Homes, Inc., who is personally known to me or who has produced [Signature] as identification.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida  
at Large

Print name:



MLA49502.1

JOINDER

THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.

THE REGENCY CLUB COMMUNITY ASSOCIATION, INC. ("Association") does hereby acknowledge that it is bound by and subject to the Fifth Amendment to Second Amended and Restated Declaration of General Protective Covenants for The Regency Club Community Association, Inc. ("Fifth Amendment"). The Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of such Fifth Amendment as no consent or joinder by any party is required.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of November, 2000.

WITNESSES:

Print name:

Print name:

THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]

Name: Torey Eisenman

Title: President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ ) SS.:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Nov., 2000 by Torey Eisenman as President of THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida  
at Large

Print name: [Signature]

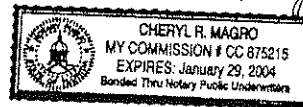


EXHIBIT A

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION

EXHIBIT B

FIRST AMENDMENT TO BY-LAWS



OR BK 31023 PG 1453

FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

November 14, 2000

CORPORATE ACCESS, INC.  
TALLAHASSEE, FL 32303

Re: Document Number N95000001833

The Articles of Amendment to the Articles of Incorporation for THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation, were filed on November 14, 2000.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Annette Ramsey  
Corporate Specialist  
Division of Corporations

Letter Number: 800A00058644

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on November 14, 2000, to Articles of Incorporation for THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N95000001833.

OR BK 31023 PG 1454

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fourteenth day of November, 2000



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**ARTICLES OF AMENDMENT TO SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION FOR  
THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT-FOR-PROFIT)**

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

**FIRST:** Amendment adopted:

The Second Amended and Restated Articles of Incorporation for The Regency Club Community Association, Inc., filed with the Florida Secretary of State on September March 2, 1998 and attached as Exhibit 2 to that certain Second Amended and Restated Declaration of General Protective Covenants for The Regency Club Community recorded in Official Records Book 27808 at Page 432 of the Public Records of Broward County, Florida, are hereby amended as follows:

Section 9 is amended to read as follows:

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than ~~{five (5)}~~ {seven (7)} members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

**SECOND:** The date of adoption of the amendment was November 10, 2000

**THIRD:** There are no members entitled to vote on this amendment. The Amendment to the Second Amended and Restated Articles of Incorporation was adopted by the Board of Directors.

Dated: November 10, 2000.

The undersigned being a member of the Board of Directors of The Regency Club Community Association, Inc., and the President thereof.



Torey Eisenman, Director and President of The  
Regency Club Community Association, Inc.

{Corporate Seal}

WILL CALL  
Tri County Courier  
For Universal Title

PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.  
PATRICIA KIMBALL FLETCHER, P.A.  
Duane, Morris & Heckscher LLP  
200 South Biscayne Blvd., Suite 3410  
Miami, Florida 33131

RETURN TO:  
UNIVERSAL TITLE INSURORS, INC.  
8151 PETERS ROAD, SUITE 1100  
PLANTATION, FL 33324



INSTR # 100348898

DR BK 30603 PG 0598

RECORDED 06/20/2000 03:34 PM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 2000

FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION AND  
GENERAL PROTECTIVE COVENANTS FOR THE REGENCY CLUB COMMUNITY

THIS FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED  
DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR THE REGENCY CLUB  
COMMUNITY ("Fourth Amendment") is made by Lennar Homes, Inc., a Florida corporation  
("Lennar") and joined in by The Regency Club Community Association, Inc., a Florida not-for-profit  
corporation.

RECITALS

- A. Lennar recorded that certain Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 27808 at Page 432 of the Public Records of Broward County, Florida ("Second Amended and Restated Declaration").
- B. The Second Amended and Restated Declaration was subsequently amended by the following amendments (collectively, the "Amendments"): 1. First Amendment to the Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 28851 at Page 787 of the Public Records of Broward County, Florida; 2. Second Amendment to the Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 29030 at Page 324 of the Public Records of Broward County, Florida; and 3. Third Amendment to the Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 29583 at Page 338 of the Public Records of Broward County, Florida.
- The Second Amended and Restated Declaration together with the Amendments shall hereinafter be referred together as the "Declaration."
- C. Section 5.2 of the Declaration permits Lennar, as Declarant, to amend the Declaration at any time without the joinder or consent of any other person or entity whatsoever prior to the Community Completion Date, which date has not yet occurred.
- D. Lennar desires to amend the Declaration as set forth herein.
- E. This Fourth Amendment is a covenant running with all of the land comprising Regency Club, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Fourth Amendment;

NOW THEREFORE, Lennar hereby declares that every portion of Regency Club is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Amendment.
2. Conflicts. In the event that there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control. Whenever possible, this Fourth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. Definitions. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration. The defined term "Declaration" is hereby deleted in its entirety from the Declaration and replaced with the following:

"Declaration" shall mean the Second Amended and Restated Declaration, the Amendments and this Fourth Amendment, together with all subsequent amendments and modifications thereof.

The defined term "Permit" is hereby deleted and replaced with the following:

"Permit" shall have the meaning set forth in Section 11.2.3 hereof, a copy of which is attached hereto as Exhibit 4.

4. General Restrictions on Amendments. The following sentence is hereby added to the end of Section 5.1 of the Declaration:

All amendments must comply with Section 11.2.4 which benefits the SFWMD.

5. Applicability of Declaration after Dissolution. The following sentences are hereby added to the end of Section 7.2 of the Declaration:

If the Association is dissolved, the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Areas will be conveyed to an agency of local government determined to be acceptable by the SFWMD. If the local government declines to accept the conveyance, then the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Areas will be dedicated to a similar non-profit corporation.

6. Term. The first sentence of Section 8.1 of the Declaration is hereby deleted and replaced with the following:

This Declaration shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.

7. Surface Water Management System. The following paragraph is hereby added as Section 11.2.4 to the Declaration:

11.2.4. Amendments to Association Documents. Association shall submit to SFWMD for review, any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any conservation area or the water management portions of the Common Areas, prior to finalization of such amendment. SFWMD shall then determine if the proposed amendment will require a modification of the Permit. If a modification of the Permit is necessary, SFWMD shall so advise Association. Once Association receives the notification, the modification to the Permit and any conditions to the Permit, must be approved by SFWMD prior to amending the document. Such modification shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the

Owners. Association shall maintain copies of the Permit and any future SFWMD permit actions by the Association's Registered Agent for the benefit of the Association.

8. SFWMD Permit. The SFWMD Permit attached hereto as Exhibit A shall be added to the Declaration as Exhibit 4.

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has hereunto set its hand and seal this 19 day of June, 2000.

WITNESSES:

[Signature]  
Print name: Eusebio Garcia

LENNAR HOMES, INC., a  
Florida corporation

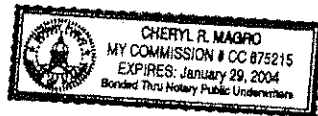
By: [Signature]  
Name: Gregory M. Grant  
Title: VICE PRESIDENT

(SEAL)

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.:

The foregoing instrument was acknowledged before me this 19th day of June, 2000 by GREG BLANK, as VICE PRES of Lennar Homes, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



[Signature]  
NOTARY PUBLIC, State of Florida  
at Large  
Print name: \_\_\_\_\_

JOINDER

THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.

THE REGENCY CLUB COMMUNITY ASSOCIATION, INC. ("Association") does hereby acknowledge that it is bound by and subject to the Fourth Amendment to Second Amended and Restated Declaration and General Protective Covenants for the Regency Club Community ("Fourth Amendment"). The Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of such Fourth Amendment as the Association has no right to approve any amendment to or modification of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19 day of June 2000.

WITNESSES:

Print Name: Eusebio Garcia

Print Name: Tony M GORDING

THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC., a Florida not-for-  
profit corporation

By: Torey Eisenman  
Name: Torey Eisenman  
Title: President

{SEAL}

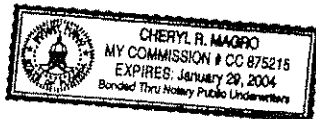
STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.:  
)

The foregoing instrument was acknowledged before me this 19th day of June, 2000 by Torey Eisenman as President of THE REGENCY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida  
at Large

Print name: \_\_\_\_\_



**EXHIBIT A**

**(Exhibit 4 to the Second Amended and Restated Declaration - Permit)**



South Florida Water Management District

# Certification For Stormwater Discharge

061 682 6896 P.02/01

OR BK 30603 PG 0603

Form 60113  
F. 2-81

**SURFACE WATER MANAGEMENT PERMIT NO.**  
(NON-ASSIGNABLE)

**06-02149-S**

Date Issued: OCTOBER 12, 1995

Finalized  
8-22-9  
A. J. H.

Authorizing: CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO  
SERVE 173.72 ACRES OF EXISTING AND PROPOSED GOLF COURSE AND  
RESIDENTIAL DEVELOPMENT DISCHARGING TO THE C-13 CANAL.

Location: Broward County,

S27,28/T49S/R41E

Issue To:

REGENCY CLUB A JOINT VENTURE

(REGENCY CLUB AT SUNRISE COUNTRY CLUB)

2826 UNIVERSITY DRIVE

CORAL SPRINGS, FL 33065

SUNRISE COUNTRY CLUB, INC.

7400 N.W. 24th PLACE

SUNRISE, FL 33313-2099

This Permit is issued pursuant to Application for Permit No. 950407-5 dated March 30, 1995. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any work or structure involved in the Permit. Said Application, including all plans and specifications attached thereto, as addressed by the Staff Report, is by reference made a part hereof.

This Permit may be revoked or modified at anytime pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

This Permit does not convey to Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by Permittee hereunder shall remain the property of the Permittee.

Within thirty (30) days after the completion of the construction of any work or structure relative to this Permit, the Permittee shall file with the District a written statement of completion on the appropriate form provided by the Board.

Special Conditions are as follows:

SEE SHEETS 2-2 OF 5 - 9 SPECIAL CONDITIONS.  
SEE SHEETS 3-5 OF 5 - 19 LIMITING CONDITIONS.

Filed with the Clerk of the South  
Florida Water Management District

South Florida Water Management  
District, by its Governing Board

On Original signed by:  
By Vern Kaiser  
Deputy Clerk

Original signed by  
By TONY BURNS  
Assistant Secretary

PERMIT NO. 06-02149-S  
PAGE 2 OF 5

## SPECIAL CONDITIONS

1 . MINIMUM BUILDING FLOOR ELEVATION: 10 FEET NGVD.

2 . MINIMUM ROAD CROWN ELEVATION: 8 FEET NGVD.

3 . DISCHARGE FACILITIES:

1-1.33' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 5.8' NGVD.  
1-1' W X .6' H RECTANGULAR ORIFICE WITH INVERT AT ELEV. 4.5' NGVD.  
150 LF OF 3' DIA. RCP CULVERT.

RECEIVING BODY : C-13 CANAL

CONTROL ELEV : 4.5 FEET NGVD. /4.5 FEET NGVD DRY SEASON.

- 4 . THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
- 5 . MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
- 6 . THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
- 7 . LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
- 8 . FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
- 9 . OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF SUNRISE COUNTRY CLUB (PRIMARY SYSTEM) AND REGENCY CLUB COMMUNITY ASSOCIATION, INC. (SECONDARY SYSTEM). THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

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PERMIT NO: 06-02149-S  
PAGE 3 OF 5

## LIMITING CONDITIONS

1. THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
4. THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
5. ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.5, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
6. ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
8. A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994," HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY

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RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.

10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/ CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY), IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.

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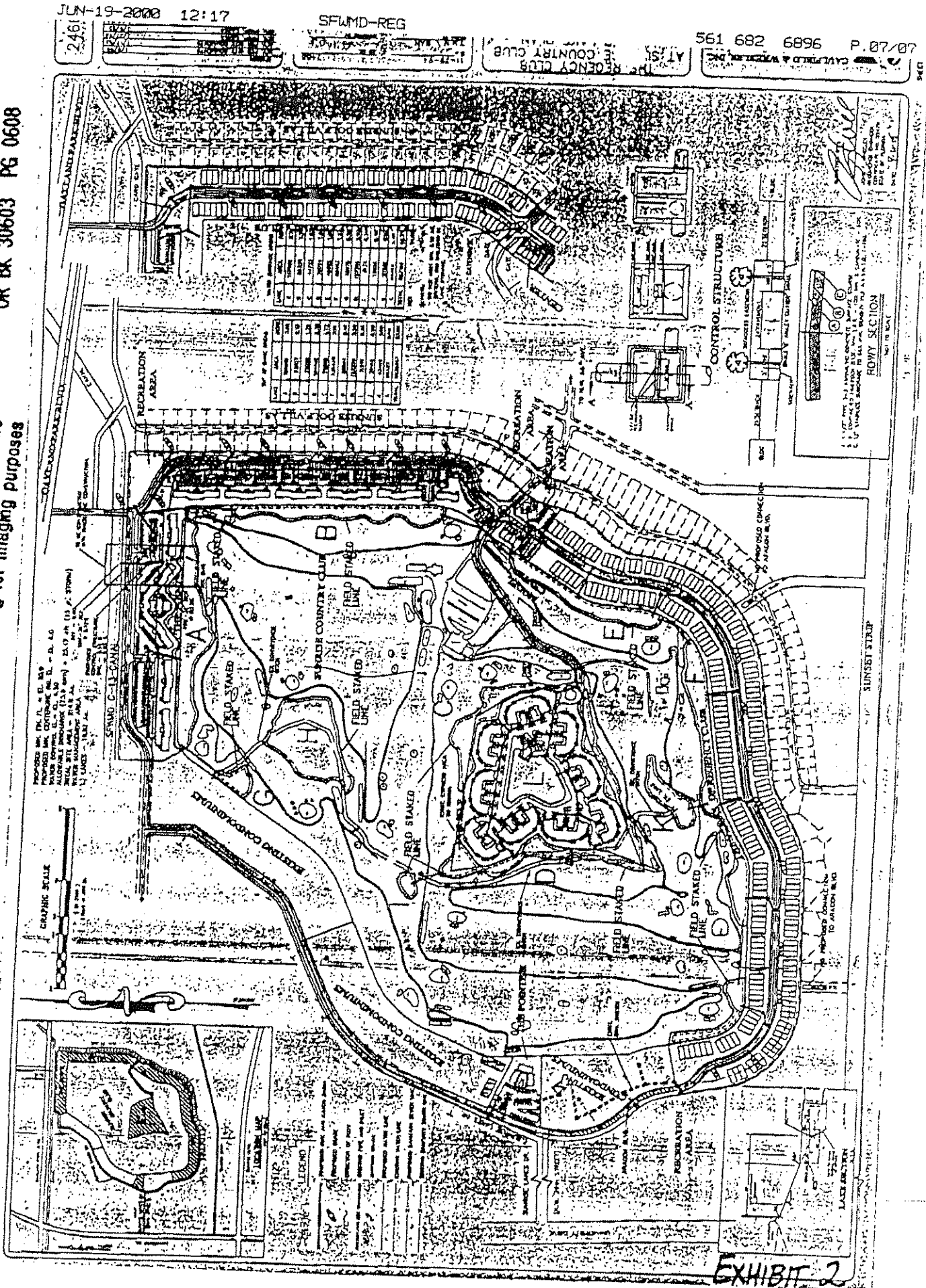
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17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

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NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

OR BK 30603 PG 0608



**THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC.**

**COMMUNITY STANDARDS**

**Lennar Homes, Inc.  
8190 State Road 84  
Davie, Florida 33324**

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THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.  
COMMUNITY STANDARDS

Pursuant to the Second Amended and Restated Declaration and General Protective for the Regency Club Community (the "Declaration"), Lennar Homes, Inc. as Declarant, has appointed the Architectural Control Committee (the "ACC"). Pursuant to the Declaration, the ACC hereby adopts the following procedures, which shall be known as Community Standards.

1. **Defined Terms.** All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.
2. **Approval Required.** The ACC shall approve or disapprove any improvements or structure of any kind within any portion of Regency Club Community, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, and/or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Home or any other portion of Regency Club Community. The ACC shall approve or disapprove any exterior addition, changes, modifications or alterations therein or thereon. All decisions of the ACC shall be submitted in writing to the Board, and evidence thereof shall be made at the request of an Owner, by a certificate in recordable form, executed under seal by the President or any Vice President of Association. Any party aggrieved by a decision of the ACC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Notwithstanding the foregoing ACC approval is not required for improvements or changes to the interior of a Home not visible from the exterior of a Home.
3. **Deviations.** The ACC has the right to deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner, without consent of the Owner of any adjoining or adjacent Home. Any deviation, which shall be manifested by written agreement, and shall not constitute a waiver of any restriction or provision of these Community Standards as to any other Home. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.
4. **Procedure.** In order to obtain the approval of the ACC, each Owner shall observe the following:
  - 4.1 **Application.** Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application and fee(s) as established by the ACC. The current application form is attached hereto as Exhibit A.
  - 4.2 **Plans Generally.** Currently, the ACC requires three (3) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Home, which plans shall include the proposed elevation of all floor plans and pool decks, and three (3) complete set of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.
  - 4.3 **Revised Plans.** Preliminary plans and drawings must be submitted to the ACC, and approval of the same obtained. The ACC may require the submission of final plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by both the professional who has prepared such plans and drawings and the Owner of the Home, and must include (unless waived by the ACC) the following:
    - 4.3.1 A current certified survey of the Home showing the proposed location of the improvement, grade elevation, contour lines, location of all proposed paved areas and location of all existing trees.
    - 4.3.2 A landscape plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed), and the latin and/or common names of all plants and their planted size.
    - 4.3.3 **Building Materials.** The ACC may also require submission of samples of building materials and colors proposed to be used.
  - 4.4 **Incomplete Application or Supplemental Information Required.** In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.
  - 4.5 **Quorum.** A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. ~~Article of a meeting, the ACC may set in writing.~~
  - 4.6 **Time for Review.** No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse

to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

4.7 Rehearing. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

4.8 Appeal to Board. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns.

4.9 Procedures. The ACC shall adopt, from time to time, additional procedures and forms necessary to carry out its responsibilities under the Declaration and these Community Standards.

## 5. The Homes.

5.1 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

5.2 Time for Completion. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

5.3 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes.

5.4 Harmony and Appearance. The ACC shall have the right of final approval of the exterior appearance of all Homes including the harmony of the architectural design with the other Homes within the community, including but not limited to, the quality and appearance of all exterior building materials.

5.5 Architect. All Homes in the community shall be designed by a registered architect.

5.6 Serbacks. The minimum front, side and rear setbacks and minimum square footage for all Homes in the community shall be as required by the City of Coconut Creek and/or the South Florida Building Code, whichever is more restrictive. Where conditions permit, the ACC, at its sole discretion, may require larger setbacks.

5.7 Decks. No building shall be erected, altered, placed or permitted to remain on any Parcel other than a Home. Unless approved by the ACC as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure or greenhouse may be constructed separate and apart from any residential building nor can such structure(s) be constructed prior to construction of the main residential dwelling.

5.8 Work Commencement. No work shall commence prior to approval by the ACC. No foundation for a building shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ACC. It is the purpose of this approval to assure that removal of desirable existing trees is minimized and that the building is placed on the Home in its most advantageous position.

5.9 Exterior Color Plan. The ACC shall have final approval of all exterior color plans including materials, and each Owner must submit to the ACC, a color plan showing the color of all exterior surfaces which shall include samples of the actual colors to be utilized and the materials. The ACC shall determine whether the color plan and materials are consistent with the Homes in the surrounding areas and that they conform with the color scheme of the community. The color plan must be submitted prior to construction or repainting. The ACC, at the direction of Association, reserves the right, and is hereby given the right, to determine that any building in the community is in need of outside painting. In the event the determination is made that a building requires outside painting, the ACC shall give the Owner(s) of such building notice of such determination, which notice shall be accompanied by the demand that such Owner(s) comply with such demand within 45 days after the mailing of such notice. In the event such Owner(s) fail to comply with such notice and demand, the ACC shall have the right, but not the obligation, to

cause such outside painting to be done and performed, and shall make an Individual Assessment against the Owner(s) to cover the costs of such outside painting, including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such work, and shall have full lien rights against the Home as set forth in the Declaration.

5.10 Roofs. All roofs, including the replacement of all or any part of a roof, must be approved by the ACC. No asphalt roofs shall be permitted. All required heat and plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the ACC. In all events such vents and roof edge flashing shall be painted the same color as the roof. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material.

5.11 Window Frames. Window frames other than wood must be either anodized or electronically painted. If a window frame is steel, the color should be in harmony with the exterior. No mill finish aluminum color will be allowed. Wood frames must be painted.

5.12 Front, Rear and Side Facades. The treatment of the rear and side facade will be similar to that of the front elevations of the Home and similar materials will be used as determined by the ACC.

5.13 Garages. No carports will be permitted. Garage doors may have embossed facing and lines (but only in the upper panels of the garage door). All garage doors must be color compatible with the Home exterior.

5.14 Driveway Construction. All Homes shall have a driveway of pavers, bricks, or stamped concrete constructed on an approved base. Prior approval for other materials must be obtained from the ACC. A sample of the requested material to be used must be submitted at the time of application for change. All requests for the extension or modification of a driveway must be submitted to the ACC with an application. Walkways may be comprised of pavers, bricks, stamped concrete, or poured concrete. No gravel driveways will be permitted.

5.15 Signs. The following signs shall be permitted:

5.15.1 Such signs as Association shall establish as being necessary for purposes of orientation, directional, or traffic control.

5.15.2 Such signs as are presently authorized to developers and builders until such time as the lots are sold.

5.15.3 A pool builder may place a sign as needed for permit purposes during of a pool. Such sign must be removed immediately upon completion of construction.

5.15.4 Owners shall not display or place any sign of any character including "for rent" or "for sale" signs in the Common Areas or within a Parcel.

5.15.5 No other signs of any kind shall be displayed in the public view on any property within Regency Club Community and all Owners of property subject to these Community Standards do hereby grant to Association and the ACC, the right to enter upon their property for the purpose of removing any unauthorized signs.

5.16 Games, Play Structures and Recreational Equipment. No basketball-backboard, swing set, gym, sand box, nor any other fixed or portable game or play structure, including, without limitation, portable goals, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Parcel located within the sight of the street or of any neighboring properties unless properly screened as determined by the ACC. All such structures must have the prior written approval of the ACC.

5.17 Fences and Walls.

5.17.1 No fence or walls shall be constructed on any Home without the prior approval of the ACC. The ACC shall require the composition and color of any fences or walls to be consistent with the material used in the Home, surrounding Homes and other fences, if any. The use of landscaping is to be encouraged in place of walls and fences. Black vinyl clad chain link fences will be permitted with the ACC approval. All fences will require landscaping of minimum of 24 inch height planted at 24 inches on center. Such consent may require the installation of additional landscaping on either or both sides of the fences. All fenced in areas will be the landscape maintenance responsibility of the Owner. If a hedge is required to be installed in front of the fence, the Owner will be responsible for maintaining the hedge at a height no higher than the height of the fence. Opaque screening for garbage areas and air conditioning equipment shall be indicated on plans submitted to the ACC. All exterior central air conditioning equipment must be enclosed to minimize the noise that may negatively affect neighboring properties. ~~No fences, walls or hedges shall exceed six (6) feet in height.~~

5.17.2 Installation of Private Fence. Upon the prior written approval of the ACC, Owners shall be permitted to install a private fence up to the Regency Club Community perimeter wall provided that a five (5) foot gate is also installed. Before the ACC approves the installation of a fence, the irrigation system that will be within the fenced portion of that Parcel must be re-routed by a professional irrigation company. In order for the ACC to

approve the fence installation, at least ten (10) days before the fence installation a letter or other evidence by a professional irrigation company, must be given to the ACC setting forth that the effectiveness of the Regency Club Community drainage will not be affected by the re-routing of the irrigation system. Should an Owner install the fence without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner. This section shall also apply to any other improvements to a Parcel affecting the Association irrigation, including, but not limited to, patios and screen enclosures.

5.17.3 The ACC may withhold its consent for the installation of any fence or wall that does not meet the minimum standards as may be promulgated by the ACC from time to time.

5.18 Landscaping Criteria. Basic landscaping plans for each Home or the modifications to any existing landscaping plan must be submitted to and approved by the ACC. All landscaping must be installed as to fit in with neighboring properties. The ACC may reject the landscape plan based upon its review of its overall design and impact. Such landscaping plan must detail the location of beds and planting materials. New plantings shall require the Owner to maintain such area at such Owner's own cost as the Association shall only maintain landscaping as installed by Declarant or the Association. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No invasive or non-native (e.g., melaleuca, brazilian pepper) plants are permitted. No landscaping shall be removed without the prior written approval of the ACC. Each Owner is solely responsible for compliance with landscaping and zoning codes.

5.19 Swimming Pools. Any swimming pool to be constructed on any Home shall be subject to the requirements of the ACC, which include, but are not limited to, the following:

5.19.1 Composition to be of material thoroughly tested and accepted by the industry for such construction;

5.19.2 No lighting of a pool or other recreation area shall be installed without the approval of the ACC, and if allowed shall be designed for recreation character so as to buffer the surrounding Homes from the lighting;

5.19.3 All applications for the installation of a swimming pool must be accompanied with an certified survey no more than ninety (90) days old of the Home and the proposed pool and a building permit. The pool must comply with all applicable set-back requirements; and

5.19.4 Pool filter equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. The need to screen equipment may be necessary. All screening must have the prior written approval of the ACC and must be color compatible with the Home.

5.19.5 Pool heating equipment must comply with all applicable building, zoning and fire codes. The need to screen equipment may be necessary. All screening must have the prior written approval of the ACC and must be color compatible with the Home.

5.20 Tennis Courts. Tennis courts and game courts are not permitted within Parcels.

5.21 Garbage and Trash Containers. No Home shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept out of public view from either the front of a Home or from neighboring properties.

5.22 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Home at any time as a Home either temporary or permanently.

5.23 Window Air Conditioning. No window or wall air conditioning units shall be permitted.

5.24 Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Home unless and until the size, location, design and type of material for said house or receptacle shall have been approved by the ACC, provided however, that Declarant reserves the right, to be exercised at its option, to provide each mailbox and post to be used on each Home. If and when the United States mail service or the newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to Homes, each Owner, on the request of the ACC, shall replace the boxes or receptacles previously employed for such purpose with the wall receptacles attached to Homes.

5.25 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. No exposed wiring on exterior of a structure will be permitted other than originally installed by Declarant.

5.26 Antenna and Flags. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the prior approval of the ACC. The ACC may require that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes. A flagpole for the display of the American flag only may be permitted if approved by the ACC. An approved flagpole may not be used as an antenna. One meter satellite dishes may be placed below the roof line in rear of the Home with the prior approval of the ACC as provided in Section 5.2 herein.

5.27 Holiday Lights. Holiday lights may be put up on Homes within Regency Club Community so long as the lights do not create a nuisance (e.g., unacceptable spillover to adjacent lot). Holiday lights must be removed from the Home by Owner by the 14th day of January following the holiday season.

5.28 Additions. Rain water from a new addition roof or new grade of Home terrain must not run on neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each Owner is responsible for maintaining established drainage patterns on the lot comprising the Home so as not to adversely affect drainage in any other portion of Regency Club Community.

5.29 Awnings and Shutters. All awnings and shutters must be approved by the ACC and must be color compatible with exterior of the Home.

5.30 Doors. The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible with the neighborhood.

5.31 Glass Block. The use of glass block on an existing Home or the use of glass block in an addition to an existing Home is subject to approval.

5.32 Storage Sheds. All storage sheds are prohibited.

5.33 Gutter and Solar Collectors. All gutters must match the exterior house color, trim color and window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties. Solar collectors must not be installed so as to be visible from the street.

#### 6. Express Approval.

6.1 Notwithstanding any provision herein to the contrary, unless the ACC disapproves one of the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

- 6.1.1 Re-paint house exteriors and trims in the identical color previously approved by the ACC.
- 6.1.2 Re-surface existing driveways in the identical color/material previously approved by the ACC.
- 6.1.3 Replace existing screening with identical screening materials previously approved by the ACC.
- 6.1.4 Replace existing exterior doors with identical exterior doors previously approved by the ACC.
- 6.1.5 Mailbox with identical Security Lighting.
- 6.1.6 Replace existing roof with identical roof material.

6.2 Notwithstanding any provision herein to the contrary, unless the ACC disapproves the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC: 30

6.2.1 Installation of an antenna designed to receive direct broadcast satellite services, video programming services via multipoint distribution services, and/or television broadcast services.

6.2.2 Installation of a satellite earth station antenna that is one (1) meter or less in diameter.

All references in this paragraph to "identical" shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (i.e., the identical style, texture, size, color, type, etc.).

7. Regulations. No construction may commence until the final plans and specifications have been approved by the ACC. No deviations from the approved plans and specifications shall be permitted and the ACC may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold issuance of its Certificate Of Compliance if the completed Home deviates from the ACC approved plans and may take appropriate action against the responsible parties to require conformance to the ACC approved plans.

8. **Administrative Fees and Compensation.** As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications, to be not more than one fourth of percent (¼%) of the estimated cost of the proposed improvement, subject to a minimum fee of Twenty-Five and no/100 dollars (\$25.00). No additional fee shall be required for re-submissions. No member of the ACC shall be entitled to any compensation for services performed pursuant to these Community Standards. In addition, if special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

9. **Liability.** Notwithstanding the approval by the ACC of plans and specifications submitted to it or its inspection of the work in progress, neither it, Declarant, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ACC, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the ACC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ACC, Association, or Declarant owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ACC, Association, and Declarant from any and all claims resulting therefrom including reasonable attorneys' and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the ACC shall not constitute a warranty or approval as to, and no member or representative of the ACC or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Association, generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

10. **Construction by Owners.** The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

10.1 **Miscellaneous.** Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Regency Club Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Community Property and other such areas in Regency Club Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Regency Club Community and no construction materials shall be stored in Regency Club Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Community Property or other Homes in Regency Club Community or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Community Standards. Any permit boards or signs must be removed immediately upon completion of construction and work activities. In the event an Owner fails to comply with the foregoing, the ACC shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charge an Individual Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such removal.

10.2 **Required List.** There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Regency Club Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

10.3 **Owner Responsibility.** Each Owner is responsible for insuring compliance with all terms and conditions of these Community Standards by all of its employee and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Regency Club Community. Each Owner is responsible for restoring any Community Property damaged or destroyed by work activities of such Owner's contractor(s).

10.4 **ACC Standards.** The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, contractors and their respective employees within Regency Club Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Regency Club Community and each Owner shall include the same therein.

11. **Inspection.** There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Regency Club Community for the purpose of determination whether there exists any violation of the terms of any approval or the terms of the Declaration or these Community Standards. Without limiting the foregoing, the ACC shall have the right to make inspections during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the ACC.
12. **Violation.** If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an individual Assessment and enforceable pursuant to the provisions of the Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards, by any legal or equitable remedy.
13. **Court Costs.** In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.
14. **Exemption.** Notwithstanding anything to the contrary contained in these Community Standards, any improvements of any nature made or to be made by Declarant, or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of these Community Standards.
15. **Supplemental Exculpation.** Declarant, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Declarant, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

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15.1 Amendments to Community Standards. The ACC shall recommend from time to time to the Board modifications and/or amendments to these Community Standards. Any modifications or amendments to these Community Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board and, prior to the Community Completion Date, by Declarant. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Regency Club Community, provided, however, the posting of notice of any modification or amendment to these Community Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

APPROVAL OF ARCHITECTURAL CONTROL  
COMMITTEE

Name: [Signature]  
Date: 3-11-98

Name: [Signature]  
Date: 3-11-98

Name: [Signature]  
Date: 3-11-98

APPROVAL OF BOARD OF DIRECTORS

Name: [Signature]  
Date: 3-11-98

Name: [Signature]  
Date: 3-11-98

Name: [Signature]  
Date: 3-11-98

APPROVAL OF DECLARANT

Lennar Homes, Inc., a Florida corporation

By: [Signature]  
Name: [Signature]  
Title: Vice President  
Date: 3-11-98

JOINDER  
REGENCY CLUB COMMUNITY ASSOCIATION, INC.

The Regency Club Community Association, Inc. does hereby join in the SECOND AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR THE REGENCY CLUB COMMUNITY ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of February, 1998.

WITNESSES:

Morique C. Farley  
Print Name: Morique C. Farley

Betty Register  
Print Name: Betty Register

THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

Terry Eisenman  
Name: Terry Eisenman  
Title: President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.:

The foregoing instrument was acknowledged before me this 25th day of February, 1998 by Terry Eisenman as President of The Regency Club Community Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of said corporation.

My commission expires:

Morique C. Farley  
NOTARY PUBLIC, State of Florida  
at Large  
Prior name: Morique C. Farley  
#CC 512408  
PUBLIC STATE OF FLORIDA

EXHIBIT A  
LEGAL DESCRIPTION

0X27808P5U4 / 4

DESCRIPTION (ROADWAY, DRAINAGE AND UTILITY TRACIS)  
A portion of "RECENCY HOMES AT SUNRISE", according to the plat thereof, as recorded in Plat Book 158, Page 13 and a portion of "ARADON SECTION ONE", according to the plat thereof, as recorded in Plat Book 62, Page 42, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at P.M. No. 14, as shown on plat "RECENCY HOMES AT SUNRISE" plat thereof, S 18° 14' 06" W, a distance of 134.54 feet to the POINT OF BEGINNING, thence N 88°24'04" E, a distance of 488.83 feet to a point of intersection with a non-tangent curve, thence easterly along the arc of a curve to the left whose radius point bears N 01°03'03" W, having a radius of 316.00 feet, a central angle of 28°01'49", an arc distance of 154.38 feet to the point of intersection with a non-tangent line, thence N 80°33'13" E, a distance of 238.34 feet to a point of intersection with a non-tangent curve, thence northeasterly along the arc of a curve to the right whose radius point bears S 20°04'49" E, having a radius of 443.00 feet, a central angle of 21°28'21", an arc distance of 186.77 feet to the point of intersection with a non-tangent line, thence S 82°21'31" E, a distance of 393.84 feet to a point of curvature, thence easterly along the arc of a curve to the left, having a radius of 136.30 feet, a central angle of 45°04'19", an arc distance of 854.82 feet to a point of intersection with a non-tangent curve, thence northeasterly along the arc of a curve to the left, having a radius of 338.50 feet, a central angle of 11°28'32", an arc distance of 111.86 feet to a point of tangency, thence N 03°46'40" E, a distance of 112.81 feet to a point of curvature, thence northeasterly along the arc of a curve to the right, having a radius of 325.00 feet, a central angle of 27°31'18", an arc distance of 253.23 feet to a point of tangency, thence S 33°27'36" E, a distance of 433.88 feet, thence N 85°25'55" W, a distance of 37.30 feet, thence N 48°33'31" W, a distance of 88.24 feet to a point of intersection with a non-tangent curve and the Westwily line of said Parcel "A", thence northeasterly along said Westwily line along the arc of a curve to the right whose radius point bears S 30°38'56" E, having a radius of 848.13 feet, a central angle of 04°22'06", an arc distance of 48.48 feet to a point of reverse curvature, thence northeasterly continuing along said Westwily line along the arc of a curve to the left, having a radius of 423.17 feet, a central angle of 00°35'56", an arc distance of 0.73 feet to the point of intersection with a non-tangent line, thence S 48°33'31" E, a distance of 80.34 feet, thence N 87°46'18" E, a distance of 47.78 feet to a point of intersection with a non-tangent curve, thence northeasterly along the arc of a curve to the left whose radius point bears N 30°12'26" W, having a radius of 348.20 feet, a central angle of 36°55'40", an arc distance of 374.05 feet to a point of tangency, thence N 00°41'44" E, a distance of 88.38 feet, thence N 01°38'33" W, a distance of 1122.34 feet to a point of curvature, thence northeasterly along the arc of a curve to the left, having a radius of 2975.50 feet, a central angle of 01°33'21", an arc distance of 98.10 feet to a point of tangency, thence N 02°21'56" W, a distance of 81.82 feet to a point of curvature, thence northeasterly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 72°43'14", an arc distance of 38.85 feet to the point of tangency, thence N 77°02'10" W, a distance of 52.04 feet to a point of curvature, thence westerly along the arc of a curve to the right, having a radius of 58.00 feet, a central angle of 84°58'53", an arc distance of 83.73 feet to a point of tangency, thence N 72°58'14" W, a distance of 28.72 feet to a point of curvature, thence northeasterly along the arc of a curve to the left, having a radius of 23.00 feet, a central angle of 20°24'19", an arc distance of 8.98 feet to a point of compound curvature, thence northeasterly along the arc of a curve to the left, having a radius of 190.00 feet, a central angle of 30°10'44", an arc distance of 79.01 feet to the point of intersection with a non-tangent line and the East line of "ARADON SECTION ONE", as shown on said plat of "RECENCY HOMES AT SUNRISE", thence N 27°04'39" E, along said East line, a distance of 88.85 feet to a point of intersection with a non-tangent curve, thence southeasterly along the arc of a curve to the left whose radius point bears N 88°23'36" E, having a radius of 80.00 feet, a central angle of 04°28'01", an arc distance of 81.78 feet to a point of tangency, thence S 80°00'25" E, a distance of 18.48 feet to a point of curvature, thence southeasterly along the arc of a curve to the right, having a radius of 203.00 feet, a central angle of 34°24'34", an arc distance of 200.88 feet to the point of intersection with a non-tangent line, thence S 83°35'56" E, a distance of 40.82 feet to a point of curvature, thence southeasterly along the arc of a curve to the right, having a radius of 3023.00 feet, a central angle of 01°33'21", an arc distance of 89.74 feet to a point of tangency, thence S 91°28'57" E, a distance of 1322.48 feet, thence S 00°41'44" W, a distance of 87.32 feet to a point of curvature, thence southeasterly along the arc of a curve to the right, having a radius of 588.25 feet, a central angle of 08°19'08", an arc distance of 110.31 feet to the point of intersection with a non-tangent line, thence S 02°14'41" E, a distance of 50.16 feet, thence S 48°33'31" E, a distance of 80.16 feet to the POINT OF BEGINNING.

SHEET 1 OF 7

**CAULFIELD & WHEELER, INC.**  
Surveying Engineers - Land Surveyors - Surveyors  
7301 West Rockledge Park Road - Suite 100  
West Palm Beach, Florida 33412 (407) 282-1991

REVISION	DATE
1	6/25/88
2	
3	
4	
5	

DATE	06-08-00
SCALE	AS SHOWN
DRAWN BY	W. J. J.
CHECKED BY	W. J. J.
IN CHARGE	W. J. J.

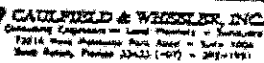
RECENCY HOMES AT SUNRISE

Page 44 of 98

1. Record Books of LUNA shew it's not held within limits with an authorized surveyor's seal.
2. Luna shew papers are not submitted for Registration-Way, Escondido, Chatsworth or other locations of Record.
3. Records show names are listed on the side of "Mojave Names of Surveys", Plot Book 155, Page 13 of the Public Records of Inyo County, California.
4. The "LUNA DECISION" heretofore was prepared by the Surveyor.
5. Data shown herein was compiled from the Instrument of Record and does not constitute a boundary survey as such.

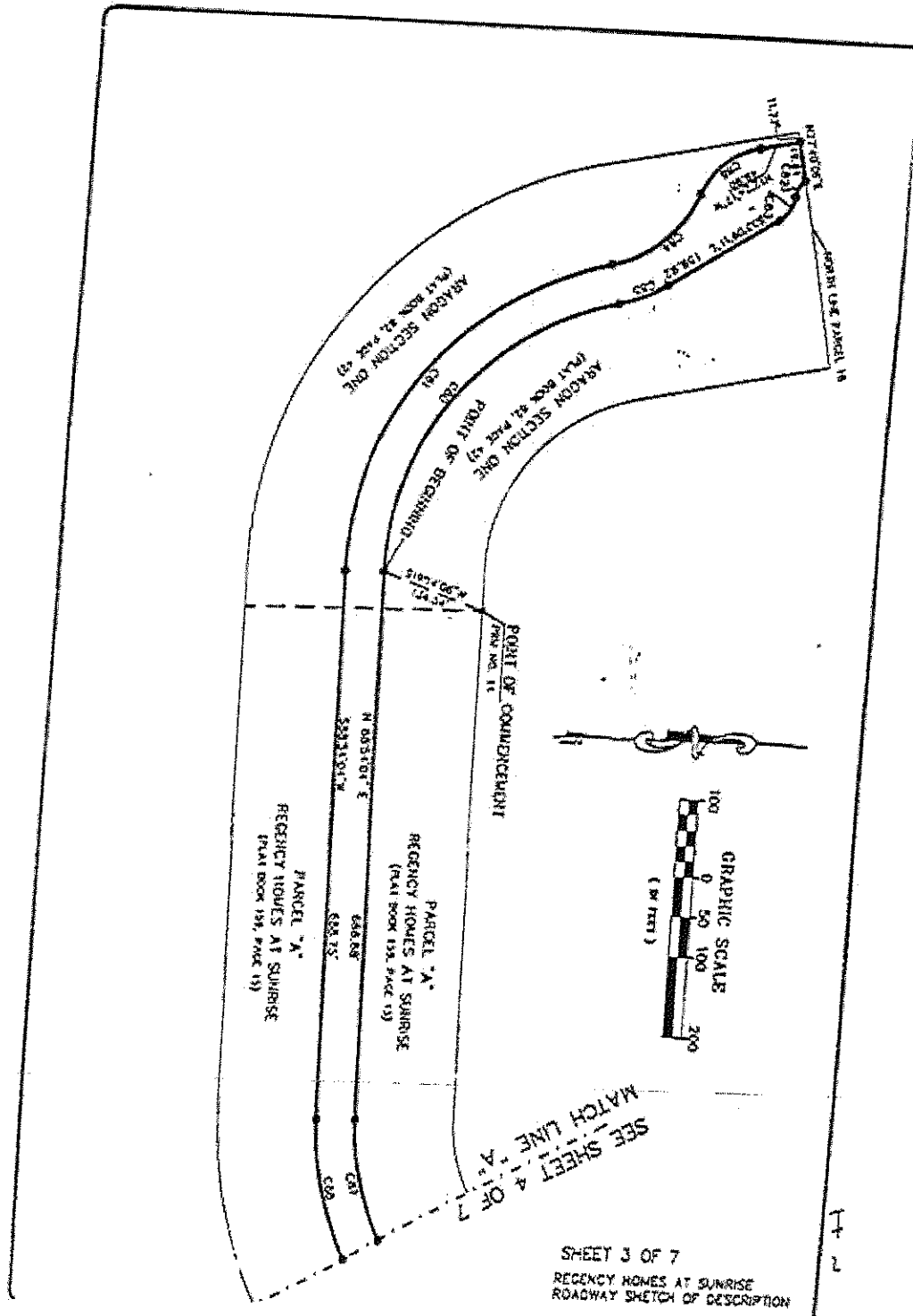
I hereby certify that the attached Sketch of Description of the  
 Parcel described properly in true and correct in the best of my  
 knowledge and belief as required under my direction on February  
 22, 1908. I further certify that the Sketch of Description  
 meets the minimum Technical Standards set forth in Chapter  
 61C17-5 adopted by the Florida Board of Land Surveyors, pursuant  
 to Florida Statutes 473.027.

SHEET 2 OF 7



**Symptoms**

Page  
45 of  
98



# APPLICATION FOR ARCHITECTURAL CONTROL COMMITTEE REVIEW

(Please Print Firmly)

Please deliver or mail this form with required plans and specifications to:  
ARCHITECTURAL CONTROL COMMITTEE  
THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.  
1, Lennar Homes, Inc.  
8190 State Road 84  
Davie, Florida 33324

Name of Owner(s):			
Street Address:			
Community:		Lot:	Block:
Date:	Day Phone:	Evening Phone:	

Approval is hereby requested for the following modification(s), addition(s), and/or alterations as described below and on attached pages:

Type (check appropriate box and/or describe below):

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Addition                       | <input type="checkbox"/> Garage Door        | <input type="checkbox"/> Roof Repair             |
| <input type="checkbox"/> Doors Identical                | <input type="checkbox"/> Hurricane Shutters | <input type="checkbox"/> Satellite 18" Antenna   |
| <input type="checkbox"/> Doors New                      | <input type="checkbox"/> Landscaping        | <input type="checkbox"/> Screening Identical     |
| <input type="checkbox"/> Driveway New                   | <input type="checkbox"/> Other              | <input type="checkbox"/> Screening/Enclosure New |
| <input type="checkbox"/> Driveway Reseal Identical      | <input type="checkbox"/> Patio              | <input type="checkbox"/> Solar Collectors        |
| <input type="checkbox"/> Exterior                       | <input type="checkbox"/> Play Structure     | <input type="checkbox"/> Tennis Court            |
| <input type="checkbox"/> Exterior Identical             | <input type="checkbox"/> Pool               | <input type="checkbox"/> Wall/Fence              |
| <input type="checkbox"/> Exterior Paint Identical Color | <input type="checkbox"/> Roof Identical     | <input type="checkbox"/> Window Treatments       |

THIS IS A RE-SUBMITTAL ☐ Yes ☐ No

Additional Information:

Please Check the Appropriate Boxes:

- |   |   |
|---|---|
| <input type="checkbox"/> Initial Plans and/or Specifications Attached | <input type="checkbox"/> Color Plan/Samples Attached                                  |
| <input type="checkbox"/> Revised Plans and/or Specifications Attached | <input type="checkbox"/> Materials Designation Plan/Samples Attached                  |
| <input type="checkbox"/> Drainage Surface Water Plan Attached         | <input type="checkbox"/> Plans Sealed and Signed by Professional                      |
| <input type="checkbox"/> Grading Plan Attached                        | <input type="checkbox"/> Plans Signed by Owner  |
| <input type="checkbox"/> Tree Survey Attached                         | <input type="checkbox"/> Proposed Improvement Contract Attached                       |
| <input type="checkbox"/> Lot Survey Attached                          | <input type="checkbox"/> Fee Enclosed (the greater of \$25 or 1% of improvement cost) |

Time for Completion of Improvements:	Anticipated Commencement Date:
Owner's Signature:	Owner's Signature:

(FOR ACC USE ONLY)

Date Application Received:

Date of Approval/Disapproval:

☐ Approved ☐ Disapproved

(Architectural Control Committee)

Your approval is subject to the following:

1. You are responsible for obtaining any necessary permits from the appropriate Building and Zoning Department(s)
2. Access to areas of construction are only to be allowed through your property, and you are responsible for any damages done to the Common Areas during construction.

Explanation of Disapproval:

**SECOND AMENDED AND RESTATED DECLARATION AND  
GENERAL PROTECTIVE COVENANTS FOR  
THE REGENCY CLUB COMMUNITY**

THIS SECOND AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR THE REGENCY CLUB COMMUNITY (this "Declaration") is made by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by The Regency Club Community Association, Inc., a Florida not-for-profit corporation ("Association").

**RECITALS**

1. Regency Club, a Florida joint venture, ("Regency") recorded that certain Declaration and General Protective Covenants for The Regency Club Community in Official Records Book 25649 at Page 114 of the Public Records of Broward County, Florida (the "Original Declaration") respecting the residential community known as Regency Club Community ("Regency Club Community").
2. The Original Declaration was subsequently amended by that certain Certificate of Amendment to the Declaration and General Protective Covenants for The Regency Club Community recorded in Official Records Book 26580 at Page 783 of the Public Records of Broward County, Florida and that certain Withdrawal Statement recorded in Official Records Book 26580 at Page 785 of the Public Records of Broward County, Florida (the foregoing documents, together with the Original Declaration, are hereinafter referred to as the "Original Documents").
3. The Original Documents were subsequently amended and restated by Regency in that certain Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 26580 at Page 788 of the Public Records of Broward County, Florida (the "Original First Amended and Restated Declaration").
4. Regency assigned all of its rights as Declarant to Lennar in that certain Assignment of Rights of Declarant Regency Club recorded in Official Records Book 26580 at Page 916 of the Public Records of Broward County, Florida.
5. Lennar recorded that certain First Amendment to Amended and Restated Declaration and General Protective Covenants for the Regency Club Community recorded in Official Records Book 27549 at Page 968 of the Public Records of Broward County, Florida (the "First Amendment"). The First Amendment together with the Original First Amended and Restated Declaration shall hereinafter be referred to as the "First Amended and Restated Declaration".
6. Exhibit 1 attached hereto describes the Regency Club Community as the same is currently subject to the First Amended and Restated Declaration.
7. Pursuant to Section 5.2 of the First Amended and Restated Declaration, the First Amended and Restated Declaration can be amended by an instrument signed by Declarant without the joinder or consent of any third party. Lennar, as Declarant, has determined that the First Amended and Restated Declaration should be further amended and restated in its entirety.
8. Lennar desires to subject Regency Club Community to the covenants, conditions and restrictions contained in this Declaration.
9. This Declaration is a covenant running with all of the land comprising Regency Club Community, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Lennar hereby declares that the real property described in Exhibit 1 attached hereto and made a part hereof shall be owned, held, used, transferred, sold, conveyed, devised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. **First Amended and Restated Declaration.** The First Amended and Restated Declaration shall be of no further force and effect as the same is replaced entirely by this Declaration.
3. **Definitions.**

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"A La Carte Programming" shall mean those video programming services offered on a per-channel or per-program basis.

"ACC" shall mean the Architectural Control Committee established pursuant to Section 20 hereof.

"Articles" shall mean the Second Amended and Restated Articles of Incorporation of Association filed or to be filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 13 hereof.

"Association" shall mean The Regency Club Community Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards.

"Board" shall mean the Board of Directors of Association.

"By-Laws" shall mean the Second Amended and Restated By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof.

"Common Areas" shall mean all real property interests and personalty within Regency Club Community designated as Corporation Common Areas and/or Common Areas from time to time by Plat, recorded amendment to this Declaration, and/or deed and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Regency Club Community. The Common Areas may include, without limitation, Surface Water Management System, wetland areas, lake, berm, open space areas, internal buffers, perimeter buffers, improvements, easement areas owned by others, additions, irrigation pumps, irrigation lines, sidewalks, streets, street lights, roads, including service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entrance ways, features, entrance gates and gatehouses. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. It is contemplated, but not guaranteed, that the Common Areas will include one gatehouse, a west recreation center, an east recreation center, at least one tennis court, private roads, and a gazebo. The Recreation Centers may include a pool and restrooms, all of which shall be the maintenance responsibility of Association. In addition, portions of perimeter walls and fences may be designated as Common Areas although such walls and fences are located on property owned by others.

"Community Completion Date" shall mean the date upon which all Homes in Regency Club Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 20.5 hereof.

"Contractor" shall have the meaning set forth in Section 20.12.2 hereof.

"Data Transmission Services" shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declarant" shall mean Lennar and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Easement Maintenance Agreement" shall mean that certain Agreement dated April 17, 1972 between Sunrise Country Club, Inc. and Francis P. McGinn, William L. McDonald and Milton W. Shlapak as assigned by that certain Assignment filed on April 4, 1973 and recorded in Official Records Book 5228 at Page 245 as amended by that certain Amendment to Agreement dated February 16, 1983 between Flacord Realty Corporation and Sunrise Country Club, Inc. filed on April 17, 1986 recorded in Official Records Book 13334 at Page 757 and as partially released by Partial Release of Easement dated September 24, 1996 recorded in Official Records Book 25576 at Page 643, as further amended by that certain Amendment to Agreement recorded in Official Records Book 26217 at Page 806, as the same may be further modified by that certain Perpetual Easement and Restrictive Covenant among Sunrise, Regency and Association joined in by Declarant, recorded in Official Records Book 26580 at Page 733, all in the Public Records of Broward County, Florida.

"Golf Course Property" shall have the meaning set forth in that certain Drainage Rights and Maintenance Agreement dated as of June 5, 1995 between Sunrise and Association. It should be noted that Sunrise has agreed to operate and maintain the Golf Course Property as an 18-hole golf course only until 2001 (as more fully set forth in the Fence Maintenance Agreement).

"Home" shall mean each home and appurtenances thereto constructed on a Parcel within Regency Club Community, together with the Parcel. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 18.1.5 hereof.

"Lake Bank Maintenance Standards" shall have the meaning set forth in Section 11.2.3 hereof.

"Lender" shall mean the institutional holder of a first mortgage encumbering a Home or any portion of Regency Club Community.

"Lennar" shall have the meaning set forth in the initial sentence of this Declaration.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Regency Club Community, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of Regency Club Community or its amenities, as Declarant reserves the right to amend all or part of the Master Plan from time to time. The Master Plan is presently an exhibit to the Title Documents.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Regency Club Community. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Homes, or any combination thereof. The Monitoring System may be provided by a Lennar affiliate.

"Monthly Assessments" shall have the meaning set forth in Section 18.1.1 hereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video diskette, or any combination thereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all amounts payable in connection with any private street lighting; all amounts payable to a Service Provider for Telecommunication Services furnished to all Owners; all amounts payable pursuant to that certain Drainage Rights and Maintenance Agreement dated June 5, 1995 between Sunrise and Association; utilities; taxes; insurance; bonds; Monitoring System costs; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs of Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. As a further example, the cost of maintaining, replacing, and/or repairing any wall or fence deemed a Common Area shall be an Operating Cost of Association. The cost of performing the obligations of Association under the Fence Maintenance Agreement, if any, as it may exist from time to time shall be part of Operating Costs.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Declarant until the Turnover Date, or a Lender.

"Parcel" shall mean any subdivision of Regency Club Community upon which a Home is or shall be constructed.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall have the meaning set forth in Section 11.2.3 hereof.

"Perpetual Easement" shall mean that certain Perpetual Easement and Restrictive Covenant among Sunrise, Regency and Association and joined in by Declarant, recorded in Official Records Book 26580 at Page 733 in the Public Records of Broward County, Florida, which amends that certain Drainage Rights and Maintenance Agreement dated as of June 5, 1995 between Sunrise and Association.

"**Plot**" shall mean any plot of any portion of Regency Club Community filed in the Public Records, as the same may be amended by Declarant, from time to time.

"**Public Records**" shall mean the Public Records of Broward County, Florida.

"**Regency Club Community**" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Declarant may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Regency Club Community.

"**Reserves**" shall have the meaning set forth in Section 18.1.4 hereof.

"**Rules and Regulations**" shall mean the Rules and Regulations governing Regency Club Community as adopted by the Board from time to time.

"**Service Provider**" shall mean any party contracting with Association to provide Owners with one or more Telecommunication Services. Declarant may be a Service Provider.

"**SEWAMD**" shall mean the South Florida Water Management District.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 18.1.2 hereof.

"**Sunrise**" shall mean Sunrise Country Club, Inc. Sunrise currently owns and operates the Sunrise Golf Course and Clubhouse and members of the golf and country club may have access over roadways owned by Association, without charge, to the extent permitted by the Title Documents.

"**Surface Water Management System**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, unpounded or obstructed. This term includes exfiltration trenches, wetland preservation areas, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes.

"**Telecommunication Services**" shall mean local, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunication Services may include the provision of the following services: Toll Calls, Data Transmission Services, and A La Carte Programming.

"**Telecommunication Systems**" shall mean the transmission facilities required and/or used in order to provide Telecommunication Services. Without limiting the foregoing, Telecommunication Systems may include wires, conduits, electronic equipment, pipes, wireless cell sites, computers, modems, satellite dishes, and transmission facilities.

"**Title Documents**" shall have the meaning set forth in Section 26 hereof.

"**Toll Calls**" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"**Turnover Date**" shall mean the date upon which ninety percent (90%) of the Homes that can be built in Regency Club Community have been conveyed by Declarant to Owners.

"**Use Fees**" shall have the meaning set forth in Section 18.1.3 hereof.

"**Working Capital Fund**" shall have the meaning set forth in Section 18.11 hereof.

4. **Plan of Development.** The planning process for Regency Club Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Declarant's buyers. Subject to the Title Documents, Declarant may wish and has the right to develop Regency Club Community and adjacent property owned by Declarant into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, gatehouses, gazebos, or berms is not a guaranty or promise that such items will remain or form part of Regency Club Community as finally developed.

5. **Amendment.**

5.1. **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent

of such entity or agency must also be obtained. Without limiting the foregoing, no amendment to this Declaration that affects membership in the Association, Assessments, maintenance of the Common Areas, or the rights and priorities of liens shall be made or be effective at any time without the prior express written consent of Broward County. No amendment shall be effective until it is recorded in the Public Records.

5.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunication Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Regency Club Community; additions or deletions from the property comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as a residential homes. In the event that Association shall desire to amend this Declaration prior to the Community Completion Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

5.3. Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66 2/3 %) of the Board; and (ii) seventy-five percent (75 %) of all of the votes in Association.

#### 6. Annexation and Withdrawal.

6.1. Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of Regency Club Community by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Regency Club Community, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Regency Club Community. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Declarant may add additional lands to Regency Club Community.

6.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66 2/3 %) of the Board; and (ii) seventy-five percent (75 %) of all of the votes in Association.

6.3. Withdrawal. Prior to the Community Completion Date, any portions of Regency Club Community (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of Regency Club Community shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Regency Club Community shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Regency Club Community). Association shall have no right to withdraw land from Regency Club Community.

#### 7. Dissolution.

7.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate 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 Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

7.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Regency Club Community and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Regency Club Community which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

8. Binding Effect and Membership

8.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Parcel or to any portion of Regency Club Community and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable, servitudes and run with the land.

8.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

8.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home or Parcel. Declarant rights with respect to Association are set forth in the Articles and By-Laws.

8.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

8.5. Voter Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

8.6. Document Recording by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Declarant, or conflict with the provisions of this Declaration.

9. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Regency Club Community for various public purposes or for the provision of Telecommunication Systems, or to make any portions of Regency Club Community part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Regency Club Community. In addition, the Common Areas of Regency Club Community may include decorative improvements, and terms. Declarant may remove, modify, eliminate or replace these items from time to time in its sole discretion. Declarant specifically reserves the right to change the layout, composition, and design of all Common Areas. Sales brochures, site plans, and marketing materials are not guarantees or representations as to what facilities, if any, will be included within the Common Areas.

10. Operation of Common Areas

10.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of Regency Club Community or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Declarant has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Declarant, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

10.2. Construction of Common Areas Facilities. Regency has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personally contained therein, and such other improvements and personally. Regency has provided Association with the Indemnification Agreement Respecting Common Areas among Regency Club, Declarant and Association. Declarant shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Declarant reserves the absolute right to construct additional Common Areas facilities and improvements within Regency Club Community, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Declarant is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements,

appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

10.3. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Declarant to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without set off, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

10.4. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Regency Club Community including, but not limited to, Association, Declarant, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Declarant, and (c) the written approval of Broward County, or (ii) from and after the Community Completion Date, approval of (a) seventy-five percent (75%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association and (c) the written approval of Broward County.

10.5. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

10.6. Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

#### 10.7. Use.

10.7.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

10.7.2. Right to Allow Use. Declarant and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Service Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

10.7.3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

10.7.4. Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Areas accepts and assumes all risk and responsibility for liability, injury, or damage connected with use of such Common Areas. The person also expressly indemnifies and agrees to hold harmless Declarant, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, the lake, do so at their own risk.

10.7.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lake and other waterbodies within Regency Club Community by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Declarant, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

#### 10.8. Rules and Regulations.

10.8.1. Generally. Prior to Community Completion Date, the Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing Regency Club Community. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated relating thereto.

10.8.2. Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant or to any property owned by Declarant, and shall not be applied in a manner which would adversely affect the interests of the Declarant. Without limiting the foregoing, Declarant, and/or its assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas, and related improvements within Regency Club Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Regency Club Community), general office and construction operations within Regency Club Community; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Regency Club Community for sales, construction storage or other purposes; (iv) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Regency Club Community owned by Declarant, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Regency Club Community including, without limitation, Homes; (v) excavate fill from any lakes or waterways within and/or contiguous to Regency Club Community by dredge or dragline, store fill within Regency Club Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Regency Club Community and use and/or sell excess plants and trees; and (vi) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of any lands and improvements comprising Regency Club Community.

10.9. Public Facilities. Regency Club Community includes two lift stations within the boundaries of Regency Club Community, which are owned or will be owned by the City of Sunrise.

10.10. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Declarant or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

10.11. Special Taxing Districts. For as long as Declarant controls Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Any special taxing district shall be created pursuant to all applicable ordinances of Broward County and all other applicable governing entities having jurisdiction with respect to the same. Declarant shall obtain all required resolutions and other approvals prior to the conveyance of any Common Areas pursuant to this Section.

10.12. Water Mains. In the event the Broward County or the City of Sunrise, any of their subdivisions, agencies, and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Areas, then Association will be responsible to replace or repair the driveway at Association's expense.

10.13. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

10.14. Waterbodies. Declarant and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within Regency Club Community provided, however, Regency is obligated to construct certain fences pursuant to the terms of the Agreement for Golf Course Improvements dated June 5, 1995, as modified, between Sunrise and Regency. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. No fence, dock, or other structure may be placed within any lake maintenance easement. No docks may be installed.

#### 11. Maintenance by Association.

11.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

#### 11.2. Surface Water Management System.

11.2.1. Duty to Maintain. Association acknowledges that the Surface Water Management System within the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs.

11.2.2. Obligation to Contribute. Pursuant to the Perpetual Easement, Association has the obligation to make annual payments to Sunrise for the use of the Golf Course Property for water run-off and drainage by Association and the Owners. The payment obligations increase over time, and are significant (e.g., in the year 2000 the total amount payable under the Perpetual Easement for "drainage rights" shall be \$67,000). Further, Association must pay Sunrise certain compensation for the performance of certain maintenance obligations by Sunrise respecting the Golf Course Property. The total amount payable to Sunrise under the Perpetual Easement for maintenance is fixed at \$5,000 until the year 2000. From and after the year 2001, the amounts payable under the Perpetual Easement to Sunrise increase annually according to a cost of living formula set forth in detail in the Perpetual Easement. In addition, the Drainage Rights and Maintenance Agreement attached as an exhibit to the Perpetual Easement, contains provisions respecting the following:

In the event that the Golf Course Property should experience significant vandalism damage attributable to trespassers who gained access to the Golf Course Property from a fifty-foot (50') access roadway adjacent to Regency Club Community, Association shall, at its sole expense, provide and install a security fence to extend along the property adjacent to both sides of said roadway from the boundary line between Regency Club Community and the Golf Course Property on the east, to the boundary line between the Golf Course Property and the so-called "Island Parcel" on the west. The location of the fences shall be determined by Sunrise so long as same does not interfere with the flow of traffic on the roadway or the use and operation of any utility easements.

11.2.3. Lake and Open Space Areas. As owner of the Golf Course Property, Sunrise has agreed to be the licensee under the Surface Water Management System Permit (the "Permit") for the lakes within the Golf Course Property. Notwithstanding the foregoing, the rear yard of some Parcels may border on the lake forming part of the Golf Course Property. At such time as Association becomes the holder of the operational permit for the portion of the lake banks within the Regency Club Community, maintenance of the lake banks of the portion of any lake within the boundary of the Regency Club Community shall be performed by Association and the cost of the same shall be part of Operating Costs. Notwithstanding the foregoing, it is the responsibility of each Owner whose Home borders on a lake to maintain a portion of the lake banks of the lake contiguous to the rear Home line of such Home to the water line and, further, to maintain any open space and lake maintenance easement areas within the Parcel. If an Owner fails to provide such maintenance, then Association shall provide the same, and the cost of which shall be an Individual Assessment against the Parcel in question. No improvements of any kind may be placed in open space and lake easements. Erosion of banks is possible due to drainage or roof culvert outfalls and runoff can affect

the integrity of the lake bank. An Owner whose Parcel contains a lake bank or is adjacent to a lake bank should perform maintenance if the lake bank erodes more than ten (10) feet from its original shape. It is recommended that any maintenance to correct such erosion be performed during the months of November through April. Further, each such Owner shall ensure that lake banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. The ACC may establish from time to time maintenance standards for the lake maintenance by Owners who own Homes adjacent to the lake (the "Lake Bank Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. Association shall have the right to inspect such lake banks to insure that each Owner has complied with its obligations hereunder and under the Lake Bank Maintenance Standards. Each Owner hereby grants Association an easement of ingress and egress across his Home to all adjacent lake areas for the purpose of insuring compliance with the requirements of this provision and the Lake Bank Maintenance Standards. For the purpose of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Bank Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

11.3. Obligation to Maintain Fences. Pursuant to the Fence Maintenance Agreement, Association is responsible for maintaining, replacing and repairing certain fences on the Golf Course Property that are outside the boundaries of Regency Club Community. Such maintenance costs are Operating Costs.

11.4. Lawn Maintenance. Association is specifically responsible for maintaining the lawns within any portion of a Home. Association, at its option, may also weed flower beds, trim hedges, fertilize, and/or provide other landscape or lawn services to Owners, in Association's sole and absolute discretion. Each Owner is solely responsible to replace all grass, flowers and other landscaping within a Parcel in the event such items need replacement. If an Owner fails to make such necessary replacement, the Owner shall have ten (10) days from written notification by Association to make such replacement. Should an Owner fail to comply with Association's request, Association will complete the work on the Owner's behalf and charge the Owner for such work as an Individual Assessment on the Home. If an Owner installs a fence upon a Parcel in accordance with Section 12.5.3 herein, then a five (5) foot gate must also be installed. On the days which lawn maintenance is provided by the Association, the gate must remain unlocked and any animals kept within the fenced portion must be secured. If the aforesaid procedure is not complied with by an Owner, then Association will not be responsible to the Owner for the lawn maintenance within the fenced portion of the Parcel. Without limiting the foregoing, such Owner shall be solely responsible for maintaining the inaccessible portion of the Parcel at such Owner's sole expense.

11.5. Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

11.6. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas, through or under Owner, shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.7. Right of Entry. Declarant and Association are granted a perpetual and irrevocable easement over, under and across Regency Club Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Regency Club Community if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.8. Maintenance of Property Owned by Others. Association shall, if designated by Declarant by amendment to this Declaration, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Declarant upon areas which are not within Regency Club Community but abut, or are proximate to, the same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Regency Club Community. These areas may include (for example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, canals, lakes, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

11.9. Drainage and Irrigation Easements. Each Home and the Common Areas shall be subject to a non-exclusive perpetual easement for drainage, sewage, and irrigation over, under, and upon such real property together with a non-exclusive, perpetual easement in favor of Association of ingress, egress and the right to maintain equipment and to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage systems, sewage pipes, and irrigation systems. Without limiting the foregoing Owners of Homes adjacent to the Golf Course Property may have irrigation pipes running across the back of their Parcels which serve more than one (1) Home. If these pipes

need maintenance, alteration, and/or repair, the backyards of these Homes will be adversely affected (on a temporary basis) by required construction activities.

11.10. Easement to Maintain Walls and Fences. Certain Homes may contain a Regency Club Community perimeter wall or fence along the rear boundary line. There is reserved in favor of Association a perpetual, nonexclusive easement over and across each Home necessary for the maintenance, replacement, and repair of all community walls and fences. If there is any doubt about whether a particular wall or fence is the maintenance obligation of Association, Association's determination of such matter shall be final and binding on all Owners. Notwithstanding the foregoing, upon the prior written approval of the ACC, Owners shall be permitted to install a private fence in accordance with Section 12.5.3. If the ACC approves the installation of a fence, then the irrigation system on that Parcel must be re-routed and inspected by the ACC as more fully stated in Section 12.5.3 herein.

12. Use Restrictions.

12.1. Dispute as to Use. If there is any dispute as to whether the use of any portion of Regency Club Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.2. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

12.3. Leases. No portion of a Home (other than an entire Home) may be rented. All leases shall be on forms approved by Association and shall provide that Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Association. Leasing of Homes shall also be subject to the prior written approval of Association. No lease shall be approved for a term of less than ninety (90) days. Only two (2) leases shall be permitted within a 365 day period which 365 day period shall be measured from the commencement date of each lease. As a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require a security deposit in an amount not to exceed the equivalent of one month's rent (or such greater amount as may be determined by the Board from time to time) be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas. A security deposit held by Association under this Section 12.3 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 15 hereof. The Owner must make available to the lessee or occupants copies of the Association Documents.

12.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Regency Club Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Regency Club Community shall be the same as the responsibility for maintenance and repair of the property concerned.

12.5. Maintenance by Owners.

12.5.1. Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box or picket fences, and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Regency Club Community. In addition, if an Owner has installed a fence or wall around a Home pursuant to ACC approval, or any portion thereof, and such fence or wall encroaches on the Common Areas, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. No stone, gravel, or paving shall be used as a lawn unless approved by the ACC.

12.5.2. Common Areas Enclosed by a Private Fence. If an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

12.5.3. Installation of Private Fence. Upon the prior written approval of the ACC, Owners shall be permitted to install a private fence, provided that a five (5) foot gate is also installed. If a Home contains a portion of the Regency Club Community perimeter wall on the rear boundary line, then there shall be a space of at least ten (10) feet between the private fence and the Regency Club Community perimeter wall. This ten (10) foot space is for the purpose of maintaining the Regency Club Community perimeter wall by the Association pursuant to Section 11.10 herein. Before the ACC approves the installation of a fence, the irrigation system that will be within the fenced portion of that Parcel must be re-routed by a professional irrigation company. In order for the ACC to approve the fence installation, at least ten (10) days before the fence installation a letter or other evidence by a professional irrigation company, must be given to the ACC setting forth that the effectiveness of the Regency Club Community drainage will not be affected by the re-routing of the irrigation system. Should an Owner install the fence without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein,

then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner. This section shall also apply to any other improvements to a Parcel affecting the Association irrigation, including, but not limited to, patios and screen enclosures.

12.5.4. Woods and Refuge. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.5.5. Driveway Easement. Notwithstanding the provision in Section 10.12 hereof, if the driveway to any Home is made of any material other than asphalt, including without limitation, concrete or concrete pavers, the Owner shall be responsible to repair any damage to such driveway, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

12.6. Drainage System. Once a drainage system or drainage facilities are installed by Declarant, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, lake slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Declarant shall have no responsibility or liability for drainage problems of any type whatsoever.

12.7. Irrigation. Irrigation systems will be a computerized loop system and shall be maintained by Association. Association may require from time to time, that Owners at each Owner's sole expense, adopt systems to prevent salts (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided as part of the original construction of a Home. Association may use lakes adjacent to Regency Club Community to irrigate the Common Areas. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. There is no guarantee that Association will be able to use lakes for irrigation in perpetuity, as such lakes lie within the Golf Course Property. At any time that such lakes are unavailable, or water levels are too low, and/or withdrawal of water is prohibited by a governmental entity, then Association may obtain water from governmental sources and the cost of such water shall be part of Operating Costs. Should an Owner desire to install any improvements (e.g. patios, screen enclosures, fences, etc.) on a Parcel, in accordance with Section 12.5.3, that will interfere with the Association's irrigation system, the Owner must have the prior written approval of the ACC. The irrigation must be re-routed on that Parcel so as not to interrupt or adversely affect the Regency Club Community irrigation system. Any changes to the irrigation system must be approved by the ACC and are subject to inspection by the ACC in accordance with Section 12.5.3 herein.

12.8. Boundaries of Maintenance. Each Owner shall maintain the property from their Home boundary to the edge of the water. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

12.9. Subdivision and Regulation of Land. No portion of any Home or any portion of Regency Club Community shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Regency Club Community, without the prior written approval of Declarant, which may be granted or deemed in its sole discretion.

12.10. Alterations and Additions. No material alteration, addition or modification to any portion of Regency Club Community, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Screened porch enclosures and screened swimming pool enclosures are prohibited. Porches may be screened if permitted by the ACC.

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12.11. Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Regency Club Community or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC

as required by this Declaration. No flashing signs shall be permitted. Association may summarily remove and destroy all unauthorized signs and the same shall not be deemed a trespass. Notwithstanding anything contained herein, the ACC shall not be obligated to maintain any signs.

12.12. Roofs and Exterior Treatments. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. Each Owner shall be solely responsible for repair and replacement of his Home's roof. Each Owner shall be liable for any damage to the roof or any other part of an adjacent Home resulting from repair or replacement of such Owner's roof. Notwithstanding the foregoing, Association may be responsible for roof cleaning and/or the painting of Homes and the cost of such roof cleaning and Home painting will be incorporated into Association's budget.

12.13. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

12.14. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm. If such shutters are not timely removed, Association shall give the Owner written notice to remove the hurricane shutters. Failure to remove the shutters within ten (10) days of the written notice may result in a fine by Association in accordance with Chapter 617 of the Florida Statutes.

12.15. Wall Units. No window air conditioning unit may be installed in any window in a Home.

12.16. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

12.17. Satellite Dishes and Antennae. Due to safety restrictions as imposed by applicable building, zoning, electrical and fire codes, and other safety concerns, no exterior antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Parcels, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

12.18. Pools. No above ground pools shall be permitted. ~~No screened swimming pool enclosures shall be permitted.~~ All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration.

12.19. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

12.20. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot). The ACC may require that any holiday lighting be removed by a specific date, as may be determined by the ACC from time to time.

12.21. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Regency Club Community, change the level of the land within any portion of Regency Club Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Regency Club Community. Owners may place additional plants, shrubs, or trees within any portion of Regency Club Community with the prior approval of the ACC.

12.22. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

12.23. Animals. No animals of any kind shall be raised, bred or kept within Regency Club Community for commercial purposes. Otherwise, Owners may keep domestic pets (other than obnoxious animals, fowl or reptiles) as permitted by Broward County ordinances and in accordance with this Declaration and the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home so long as such pets do not constitute a nuisance. The determination of what is or may be an obnoxious animal, fowl or reptile shall be determined by the Board. A determination by the Board that an animal or a pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No cat or dog shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio.

No dog runs or enclosures shall be permitted on any Home. All dogs shall be walked on a leash. No dog shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All dogs shall defecate only in the "pet walking" areas within Regency Club Community designated for such purpose, if any, or on that Owner's Home. The person walking the dog or the Owner shall clean up all matter created by the dog. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

12.24. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Regency Club Community is permitted. No firearms shall be discharged within Regency Club Community. Nothing shall be done or kept within the Common Areas, or any other portion of Regency Club Community, including a Home which will increase the rate of insurance to be paid by Association.

12.25. Children's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Regency Club Community. Declarant and Association shall not be responsible for any use of the facilities by anyone, including minors.

12.26. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Regency Club Community, which is unsightly or which interferes with the comfort and convenience of others.

12.27. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration. The ACC may require landscaping be installed to hide any of the foregoing. No unenclosed storage shall be permitted on any Parcel.

12.28. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

12.29. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

12.30. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

12.31. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

12.32. Parking. Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on Regency Club Community for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Regency Club Community, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept within Regency Club Community except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" high or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Under no circumstances shall any vehicle (other than emergency vehicles) be parked in the streets within Regency Club Community. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Declarant of Homes, Common Areas, or any other Regency Club Community facility.

12.33. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association.

12.34. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Regency Club Community or within any Home, except those which are required for normal household use.

12.35. Extended Vacation and Absences. In the event a Home will be unoccupied for a continuous period of thirty (30) days or more, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact

Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

12.36. Commercial Activity. Except for normal construction activity, sale and re-sale of a Home, and sale and re-sale of other property owned by Declarant no commercial or business activity shall be conducted in any Home within Regency Club Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Regency Club Community. No solicitors of a commercial nature shall be allowed within Regency Club Community, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

12.37. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Regency Club Community.

12.38. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Parcel, unless approved by the ACC.

12.39. Lakes. No swimming shall be permitted in any lake within the Golf Course Property. Boats are prohibited from using any lake within the Golf Course Property.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. It is possible that a Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for Party Walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

#### 14. Party Walls.

14.1. General Rule of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Regency Club Community which are built by Declarant as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Declarant, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

#### 14.2. Sharing of Repair, Replacement and Maintenance for Party Walls.

14.2.1. Generally. The cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

14.2.2. Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

14.2.3. Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

14.2.4. Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

14.2.5. Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

15. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner other than Declarant shall be subject to the following provisions if so implemented by the Board from time to time, which provisions each Owner covenants to observe:

15.1. Transfer Subject to Association's Right of First Refusal.

15.1.1. Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association.

15.1.2. Lease. No Owner may transfer possession or otherwise dispose of a Home or any interest therein by lease for any period without approval of Association, except as provided in Section 15.5 hereof.

15.1.3. Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association.

15.1.4. Other Transfers. If any Owner proposes to transfer his title, or any interest in his title in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of Association.

15.2. Waiver of Right of First Refusal by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

15.2.1. Notice to Association.

15.2.1.1. Sale. An Owner intending to make a bona fide sale of his Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board) and notice pursuant to a form approved by Association of such intentions, together with a copy of the proposed purchase agreement, the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

15.2.1.2. Lease. An Owner intending to make a bona fide lease of his Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board) and notice pursuant to a form approved by Association of such intention, together with a copy of the proposed lease, the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

15.2.1.3. Gift-Other Transfer. An Owner who proposes to transfer his title by gift or in any other manner not heretofore considered, shall give to Association a transfer fee (in an amount determined by the Board) and notice pursuant to a form approved by Association of the proposed transfer of his title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

15.2.1.4. Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its election and without notice may approve or disapprove the transaction or ownership. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

15.2.1.5. Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

15.2.2. Certificate of Approval.

15.2.2.1. Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County.

15.2.2.2. Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the lessee.

15.2.2.3. Devise or Inheritance. Any person who has obtained a Home by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Home) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Home as may be reasonably required by the Board and a certified copy of the instrument by which such Home was obtained. If such notice to Association is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with the following paragraph as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

15.2.2.4. Gift, Other Transfers. If the Owner giving notice proposes to transfer his title by gift or in any other manner, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records of Broward County.

15.2.3. Approval of Owner other than an Individual. Inasmuch as a Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant of the Home being approved by Association. Any change in the primary occupant of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

15.3. Exercise of Right of First Refusal by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If the Association shall disapprove a transfer of ownership for failure of the proposed transfer to comply with Section 16.1 of this Declaration, such transfer shall not be permitted and Association shall have no further obligation with respect to the same. If Association shall disapprove a transfer of ownership of a Home for any reason other than non-compliance with Section 16.1 of this Declaration, the matter shall be disposed of in the following manner:

15.3.1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Owner must sell the Home, upon the following terms:

15.3.1.1. The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

15.3.1.2. The purchase price shall be paid by official check or federal wire, or pursuant to the terms provided in the notice and/or Purchase Agreement given to Association by the Owner (e.g. assumption of existing mortgage, purchase money mortgage, etc.). The purchase of any Home by Association shall be made on behalf of all Owners. If the available funds of Association are insufficient to effectuate any such purchase, the Board may levy a Special Assessment against each Owner in proportion to his or her share of the Operating Costs, and/or the Board may, in its discretion, finance the acquisition of such Home; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Common Areas other than the Home to be purchased.

15.3.1.3. The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase and shall be upon terms no less favorable than the terms of the disapproved contract.

15.3.1.4. If Association fails to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as elsewhere provided.

15.3.2. Lease. If the proposed transaction is a lease, and if the notice of lease given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information, Association shall deliver by professional courier, hand-delivery or mail by certified mail, to the Owner an agreement to lease by Association, or a lessee approved by Association who will lease and to whom the Owner must lease the Home, upon the following terms:

15.3.2.1. The rental to be paid by the lessee, to be identified in the agreement to Lease, shall be that stated in the disapproved lease.

15.3.2.2. The lease term, and the other conditions and terms of the lease, shall be those stated in the disapproved lease.

15.3.2.3. If Association fail to provide a lessee upon demand of the Owner in the manner provided, or if a lessee furnished by Association shall default in his agreement to lease, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as elsewhere provided.

15.3.3. Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser or purchaser approved by the Board to purchase the respective Home at its fair market value. The fair market value of the Home will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; or (ii) by mutual agreement by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid by wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Home, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Home in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his obligation to purchase such Home, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a Certificate of Approval therefor.

15.3.4. Other Transfers. If the Owner giving notice proposes to transfer his title by gift or in any other manner, then, within thirty (30) days after receipt from the Owner of the notice and information required to be furnished, Association shall deliver by professional courier, hand delivery or mail or by certified mail, to the Owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of Association regarding occupancy of the Home and by whom the votes in Association affairs may be cast.

15.4. Mortgage. No Owner may mortgage his Home or any interest therein without the approval of Association except to a Lender as defined herein. The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to certain conditions imposed by Association.

15.5. Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by a Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Home at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section also shall not apply to sales, leases, mortgages, or other conveyances by Declarant.

15.6. Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

15.7. Notice of Lien or Suit.

15.7.1. Notice of Lien. An Owner shall give notice to Association of every lien upon his Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

15.7.2. Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his Home; such notice to be given within five (5) days after the Owner receives knowledge thereof.

15.7.3. Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

16. Insurance.

Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

16.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

16.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate; such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and Association.

16.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

16.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

16.5. Homes.

16.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home, including but not limited to liability and windstorm coverage. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, repair or replace the roof, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

16.5.2. Requirement to Reconstruct when Insurance Purchased by Association. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or program requirements set forth in applicable statutes, zoning codes, and/or building codes.

16.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 16.5 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Regency Club Community.

16.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

16.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

16.6. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

16.6.1. The bonds shall name Association as an obligee.

16.6.2. The bonds shall contain waivers, by the issuers 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.

16.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

16.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

16.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

16.11. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

17.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Regency Club Community shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

17.1.2. The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid.

17.1.4. The right of Declarant and/or Association to modify the Common Areas as set forth in this Declaration.

17.1.6. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

17.3. **Development Easement.** In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across, and under Regency Club Community as may be required in connection with the development of Regency Club Community, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Regency Club Community, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Regency Club Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunication System provided by Declarant. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to Association on account of Declarant's use of the Common Areas for construction purposes. Declarant

intends to use the Common Areas for sales of new and used Homes. Further, Declarant may market other residences and commercial properties located outside of Regency Club Community from Declarant's sales facilities located within Regency Club Community. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 22.1 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

17.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Service Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Regency Club Community.

17.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

17.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

17.7. Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and hereafter Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Regency Club Community (including Homes) for Telecommunication Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. Declarant hereby reserves the right for itself and Association, and the power, during a period of thirty (30) years from the date of the recording of this Declaration, to declare and file of record, additional easements granting the full free right, power and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, side walks, landscape easements, and such other and further public service facilities as Declarant or the Association may deem necessary, along, through, in, over and under a strip of land up to twelve feet (12') in width from all sides, front and rear lines of any Parcel. The duration of any such easement shall be as set forth in an instrument of record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Parcel.

17.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Regency Club Community (including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

17.9. Drainage. A non-exclusive easement shall exist in favor of Declarant, Association, and their designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over Regency Club Community over, across and upon Regency Club Community for drainage, irrigation and water management purposes. An easement of ingress, egress and access shall exist for such parties to enter upon and over any portion of Regency Club Community (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Regency Club Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through of Regency Club Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

17.10. Duration. All easements created herein pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

#### 18. Assessments.

18.1. Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Regency

Club Community, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

18.1.1. Any monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

18.1.2. Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

18.1.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

18.1.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason.

18.1.5. Assessments for which one or more Owners (but less than all Owners) within of Regency Club Community is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. As a further example, if one or more Owners receive optional Telecommunication Services such as Toll Calls, A La Carte Programming, and/or Data Transmission Services, and Association pays a Service Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

18.2. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

### 18.3. Allocation of Operating Costs.

18.3.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Declarant.

18.3.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Parcel (whether or not it includes a Home) shall be assessed a pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is 312. At this time it is anticipated that there will be no more than 312 Homes within Regency Club Community, but it is possible that there may be more or less than 312 Homes. Once Declarant determines, if ever, that more or less than 312 Homes shall be built within Regency Club Community, then Declarant may change such denominator, by amendment to this Declaration, to the number of actual or anticipated Homes within Regency Club Community, in its sole and absolute discretion. Without limiting the foregoing, Declarant specifically reserves the right to change the denominator provided herein by one or more amendments to this Declaration.

18.3.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

18.3.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

18.4. General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

18.5. Use Fees and Individual Assessments. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

18.6. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Parcel to an Owner by Declarant.

18.7. Declarant Excused From Payment. Prior to the Turnover Date, Declarant shall have the option to fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of Monthly Assessments against Homes or to pay Monthly Assessments on Homes owned by Declarant. If Declarant does not pay Monthly Assessments on Homes owned by Declarant, Declarant shall be obligated to pay Operating Costs incurred that exceed the Monthly Assessments receivable from Owners and other income of Association. After the Turnover Date, Declarant shall pay all Monthly Assessments on Homes owned by Declarant. After the Turnover Date, Declarant shall pay all Monthly Assessments on Homes owned by Declarant.

18.8. Surplus Assessments. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

18.9. Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

18.10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

18.10.1. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

18.10.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

18.10.3. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

18.11. Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Declarant at the time of conveyance of each Home an amount equal to two months' Assessments. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Home. The purpose of this fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Declarant to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Declarant shall have the option to waive contributions to the Working Capital Fund.

18.12. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due respecting each Home. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

18.13. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

18.14. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

18.15. Subordination of the Lien to Mortgage. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home 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 Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home 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.

18.16. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

18.17. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. 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 Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

18.18. Exemption. The Board shall have the right to exempt any portion of Regency Club Community subject to this Declaration from the Assessments, provided that such part of Regency Club Community exempted is used (and as long as it is used) for any of the following purposes:

- 18.18.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- 18.18.2. Any real property interest held by a Service Provider;
- 18.18.3. Common Areas;
- 18.18.4. Any of Regency Club Community exempted from ad valorem taxation by the laws of the State of Florida;
- 18.18.5. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Regency Club Community is a part.

18.19. Collection by Declarant. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate

reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

18.20. Rights to Pay Assessments and Receive Reimbursement. Association, Declarant, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due. Without limiting the foregoing, Association shall have the right to advance on behalf of an Owner in default funds to accomplish the needs of Association up to and including the full amount for which an Owner is liable

to Association and the amount so advanced, together with interest at the highest rate allowed by law (or such lesser amount determined by the Board), and all costs of collection, including attorney's fees and costs at trial and upon appeal, may be collected by Association and such advance shall not be deemed a waiver of any other rights of Association hereunder.

18.21. Mortgagee Rights. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

19. Information to Lenders and Owners.

19.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

19.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

19.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

19.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

19.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

19.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

19.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

20. Architectural Control.

20.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Regency Club Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

20.2. Membership. There is <sup>a</sup> requirement that any member of the ACC be an Owner or a member of the Association.

20.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Regency Club Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Regency Club Community by Owners other than Declarant. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental

codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

20.4. Master Plan. Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it seems desirable in its sole discretion and in accordance with applicable laws and ordinances.

20.5. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Declarant shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

20.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

20.7. Power and Duties of the ACC. No improvements shall be constructed on any portion of Regency Club Community, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Regency Club Community, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

20.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

20.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

20.8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

20.8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed ~~disapproved~~ approved by the ACC.

20.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

20.8.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed ~~disapproved~~ approved.

20.8.6. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision

of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

**20.9. Alterations.** Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

**20.10. Variances.** Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

**20.11. Permits.** The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

**20.12. Construction by Owners.** The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

**20.12.1.** Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Regency Club Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Regency Club Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Regency Club Community and no construction materials shall be stored in Regency Club Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Regency Club Community or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

**20.12.2.** There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Regency Club Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

**20.12.3.** Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Regency Club Community.

**20.12.4.** The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Regency Club Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Regency Club Community and each Owner shall include the same therein.

**20.13. Inspection.** There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Regency Club Community for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

**20.14. Violation.** If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.



21.2.2. Commence an action to recover damages; and/or

21.2.3. Take any and all actions reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

21.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

21.4. Rights Cumulative. All rights, remedies, and privileges granted to Declarant, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

21.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant, and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

21.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

## 22. Additional Rights of Declarant

22.1. Sales Office. For so long as Declarant owns any property in Regency Club Community, is affected by this Declaration, or maintains a sales office within Regency Club Community, Declarant shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Regency Club Community and sales and re-sales of Homes and/or other properties owned by Declarant or others outside of Regency Club Community. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Regency Club Community, including Common Areas, employees in the models and offices, maintain offices in models, and use of the Common Areas to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense.

22.2. Modification. The development and marketing of Regency Club Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Regency Club Community to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

22.3. Promotional Events. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing and promotional events within Regency Club Community and/or on the Common Areas, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market Regency Club Community and Homes in advertisements and other media by making reference to Regency Club Community, including, but not limited to, pictures or drawings of Regency Club Community, Common Areas, and Homes constructed in Regency Club Community. All logos, trademarks, and designs used in connection with Regency Club Community are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

22.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Declarant outside of Regency Club Community.

22.5. Franchising. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

22.6. Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services; and other purposes over, upon and across Regency Club Community so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Declarant may grant an easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of Regency Club Community so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Regency Club Community. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

22.7. Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

22.8. Additional Development. If Declarant withdraws portions of Regency Club Community from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

22.9. Representations. Declarant makes no representations concerning development both within the boundaries of Regency Club Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on Regency Club Community or in Regency Club Community or adjacent or near Regency Club Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

22.10. Telecommunication Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more Telecommunication Services for all or any part of Regency Club Community. Prior to the Community Completion Date, all contracts between a Service Provider and Association shall be subject to the prior written approval of Declarant. Declarant reserves on behalf of itself and its nominees, successors, assigns, affiliates, and licensees the right to be the exclusive Service Provider for one or more Telecommunication Services, subject only to the requirements of all applicable laws, statutes, and regulations. Declarant reserves unto itself and its nominees, successors, assigns, affiliates, and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon Regency Club Community for the installation, construction and maintenance of Telecommunication Systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon Regency Club Community for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunication Services provided by such Telecommunication Systems are to serve all of Regency Club Community, then the cost of the services may be Operating Costs of Association and shall be assessed as a part of the Assessment. If any services provided by the system are provided only to some, but not all, of the Homes, then the cost of any such services shall be an expense for the benefit of the respective Home to be assessed as an Individual Assessment, or a direct charge by the Service Provider, as the case may be. If Declarant is not the Service Provider for any particular Telecommunication System, Declarant shall have the right to receive, on a perpetual basis, a portion of the revenues derived from Telecommunication Systems within Regency Club Community as agreed, from time to time, between the Service Providers of such systems and Declarant.

22.11. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF REGENCY CLUB COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

22.11.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF REGENCY CLUB COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF REGENCY CLUB COMMUNITY AND THE VALUE THEREOF; AND

22.11.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BROWARD COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

22.11.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF REGENCY CLUB COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

22.12. Waiver of Trial By Jury and Release. BY ACCEPTANCE OF A DEED, EACH OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT REGENCY CLUB COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

22.13. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Declarant nor any affiliate of Declarant has any further interest of any kind in Regency Club Community; or (ii) a relinquishment by Declarant in an amendment to the Declaration placed in the Public Records.

**22.14. Monitoring System.**

**22.14.1. Right to Install.** Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Home within Regency Club Community. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Declarant. Declarant or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Declarant reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Regency Club Community may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. Association and Declarant shall not be held liable for any loss or damage by reason or failure to provide adequate access control or ineffectiveness of access control measures undertaken.

**22.14.2. Components.** The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. It is anticipated that the gatehouse will not be manned until after the Community Completion Date, at which time Association may elect to man the gatehouse. Association and Declarant do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Declarant and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gate houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Declarant.

**22.14.3. Part of Operating Costs.** If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Regency Club Community.

**22.14.4. Owners' Responsibility.** All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Declarant, their nominees or assigns, or any successor Declarant, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Declarant elects to provide a Monitoring System, Declarant shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Declarant for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Regency Club Community or any residential subdivision contained therein. Neither Declarant nor Association guarantees or warrants, expressly or by implication, the merchantability of fitness for use of any community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Declarant and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Declarant and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

**22.14.5. Gated Access.** Declarant and Association may install one or more devices to control access to Regency Club Community. The costs of operating, maintaining, repairing, and replacing any such access control devices, if any, shall be part of Operating Costs.

**23. Refund of Taxes and Other Charges.** Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by Association.

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

**25. General Provisions.**

**25.1. Authority of Board.** Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

HAS THIS BEEN DONE?

25.2. Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

25.2.1. actions brought by Association to enforce the provisions of the Association Documents (including, without limitation, the foreclosure of liens or enforcement of Community Standards);

25.2.2. the imposition and collection of Assessments as provided in this Declaration;

25.2.3. proceedings involving challenges to ad valorem taxation;

25.2.4. counterclaims brought by Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Declarant is obtained, which may be granted or denied in its sole discretion.

25.3. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

25.4. Execution of Documents. Declarant's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Declarant, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Regency Club Community, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Regency Club Community or any portion(s) thereof.

25.5. Notice. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

25.6. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

25.7. HUD/VA Provisions. So long as required in connection with HUD and/or VA financing of the purchase of Homes, the following provisions shall supersede other provisions herein to the contrary:

25.7.1. Annexation of additional properties into Regency Club Community, dedication of Common Areas, and amendment of this Declaration so as to materially affect the rights of Owners shall require the approval of HUD and/or VA, as applicable, at any time there is a Class B membership.

25.7.2. The Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds of the Owners (excluding Declarant).

25.7.3. The Common Areas shall be conveyed to Association free and clear of all encumbrances before HUD and/or VA insures the first mortgage in Regency Club Community.

25.7.4. As any time Class B membership (Declarant's weighted vote) exists, such Class B membership shall cease and convert to Class A membership upon the earlier of the following:

25.7.4.1. 75% of the Homes are deeded to Owners; or

25.7.4.2. December 31, 2010.

25.7.5. In addition to any other requirements for amendments set forth herein, the approval of 2/3 of the Owners shall be required to amend this Declaration in any manner which materially affects the rights of the Owners. For the purpose of this subsection only, Declarant shall be considered an Owner of a Home with respect to each Parcel owned by it within Regency Club Community.

26. Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and Title documents and all amendments thereto, which may include, among other items, the following documents (collectively, the "Title Documents"):

- 26.1. Easement dated January 31, 1967 and recorded in Official Records Book 3374 at Page 791.
- 26.2. Bill of Sale dated February 10, 1967 and recorded in Official Records Book 3374 at Page 793.
- 26.3. The Fence Maintenance Agreement. The Fence Maintenance Agreement contains certain restrictions on the Golf Course Property in addition to the obligations of Association described elsewhere.
- 26.4. Agreement of Drainage dated July 20, 1973 between W.B. Hornes, Inc. and Leisure Colony Management Corp. filed on August 22, 1973 recorded in Official Records Book 5415 at Page 548.
- 26.5. the Perpetual Easement dated June 3, 1997 recorded in Official Records Book 26580 at Page 733.
- 26.6. Easement Deed dated June 5, 1995 between Regency Club, a Florida joint venture, and Sunrise Country Club, Inc. filed on June 20, 1995 recorded in Official Records Book 23582 at Page 836.
- 26.7. Agreement among Broward County, Regency Homes, Inc. and DCA Homes, Inc. Relating to Roadway Concurrency Satisfaction for the Regency Homes at Sunrise Plat recorded on July 10, 1995 in Official Records Book 23656 at Page 351.
- 26.8. Regency Homes at Sunrise, according to the plat thereof, recorded on September 19, 1995 in Plat Book 159 at Page 15, as modified by that certain Agreement for Amendment of Notation on Plat recorded on March 28, 1996 in Official Records Book 24670 at Page 647.
- 26.9. Educational Impact Agreement between Broward County and Regency Club, a Florida joint venture filed on September 19, 1995 recorded in Official Records Book 23927 at Page 341 and recorded in Official Records Book 24670 at Page 652 on March 28, 1996 as modified by that certain Partial Release of Educational Impact Lien dated June 3, 1997 recorded in Official Records Book 26517 at Page 439.
- 26.10. Road Impact Agreement between Broward County and Regency Club, a Florida joint venture filed on September 19, 1995 recorded in Official Records Book 23927 at Page 355 and recorded in Official Records Book 24670 at Page 662 on March 28, 1996 as modified by that certain Partial Release of Road Impact Lien dated June 3, 1997 recorded in Official Records Book 26517 at Page 409.
- 26.11. Recreational Impact Agreement between Broward County and Regency Club, a Florida joint venture filed on September 19, 1995 recorded in Official Records Book 23927 at Page 370 as modified by that certain Partial Release of Recreational Impact Lien dated June 3, 1997 recorded in Official Records Book 26517 at Page 424.
- 26.12. Developer Agreement between City of Sunrise, Florida, Regency Club, a Florida joint venture, and The Regency Club at Sunrise Country Club recorded in Official Records Book 24245 at Page 283 on December 11, 1995.
- 26.13. Easement from Regency Club to Florida Power & Light Company recorded on May 10, 1996 in Official Records Book 24861 at Page 967.
- 26.14. Easement from Regency Club to Florida Power & Light Company recorded on May 10, 1996 in Official Records Book 24861 at Page 970.
- 26.15. Easement from Regency Club to Florida Power & Light Company recorded on May 10, 1996 in Official Records Book 24861 at Page 973.
- 26.16. Easement from Regency Club to Florida Power & Light Company recorded on May 10, 1996 in Official Records Book 24861 at Page 976.
- 26.17. Amendment to Agreement among Broward County, Regency Homes, Inc. and DCA Homes, Inc. Relating to Roadway Concurrency Satisfaction for the Regency Homes at Sunrise Plat recorded July 12, 1996 in Official Records Book 25130 at Page 591.
- 26.18. Developer Agreement between City of Sunrise, Florida and Regency Club, a Florida joint venture for Regency Club Villas II recorded on July 29, 1996 in Official Records Book 25193 at Page 0054.
- 26.19. Non-Exclusive Utility Easement in favor of BellSouth Telecommunications dated October 3, 1996 and recorded in Official Records Book 25576 at Page 659 on October 28, 1996.
- 26.20. Non-Exclusive Utility Easement in favor of BellSouth Telecommunications dated October 3, 1996 and recorded in Official Records Book 25576 at Page 671 on October 28, 1996.
- 26.21. Non-Exclusive Utility Easement in favor of Continental Cablevision of Jacksonville, Inc. dated October 3, 1996 and recorded in Official Records Book 25576 at Page 676 on October 28, 1996.

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26.22. Easement Deed between Regency Club, a Florida joint venture and Sunrise Country Club, Inc., a Florida corporation dated October 31, 1996 recorded in Official Records Book 25649 at Page 0080 on November 14, 1996. Attached to this Easement Deed is a Gated Access Agreement between Sunrise and Association dated as of September 24, 1996. Pursuant to the foregoing documents Association has agreed to provide Sunrise, its employees, members, guests and invitees access through gated entrances in Regency Club Community. All expenses and costs of access control devices are Operating Expenses of Association. Pursuant to these documents, persons not living within Regency Club Community shall have the right to enter the community and use the Common Areas for ingress and egress without charge.

26.23. Non-Exclusive Utility Easement dated October 16, 1996 and recorded on November 14, 1996 in Official Records Book 25649 at Page 0092.

26.24. Easement Agreement in favor of Association dated October 25, 1996 and recorded in Official Records Book 25649 at Page 183 on November 14, 1996.

26.25. Unrecorded Agreement for Golf Course Improvements between Sunrise Country Club, Inc. and Regency Club, a Florida joint venture, on June 5, 1995; as modified by that certain Modification of Agreement for Golf Course Improvements between Sunrise Country Club, Inc. and Regency Club, a Florida joint venture, dated January 3, 1996 and Second Modification of Agreement for Golf Course Improvements between Sunrise Country Club, Inc. and Regency Club, a Florida joint venture, dated July 12, 1996.

26.26. Drainage Rights and Maintenance Agreement between Sunrise Country Club, Inc. and Regency Club Community Association, Inc. dated June 5, 1995, which is attached to the Perpetual Easement.

26.27. Agreement for Bulk Cable Television between Regency Homes, Inc. and Continental Cablevision of Jacksonville, Inc. dated February 13, 1996, as modified to date.

26.28. Access Agreement Regarding the Island Property dated June 12, 1997 and recorded in Official Records Book 26580 at Page 718.

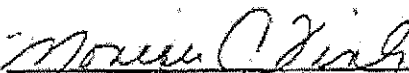

Declarant's plan of development for Regency Club Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Declarant, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

- a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and
- b. that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.


IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 15<sup>th</sup> day of February, 1998.

WITNESSES:

  
Print name: Monica C. Finley  
  
Print name: Betty Register

DECLARANT:

LENNAR HOMES, INC., a Florida corporation

By:   
Name: MICHAEL HUTCHINSON  
Title: VICE PRESIDENT

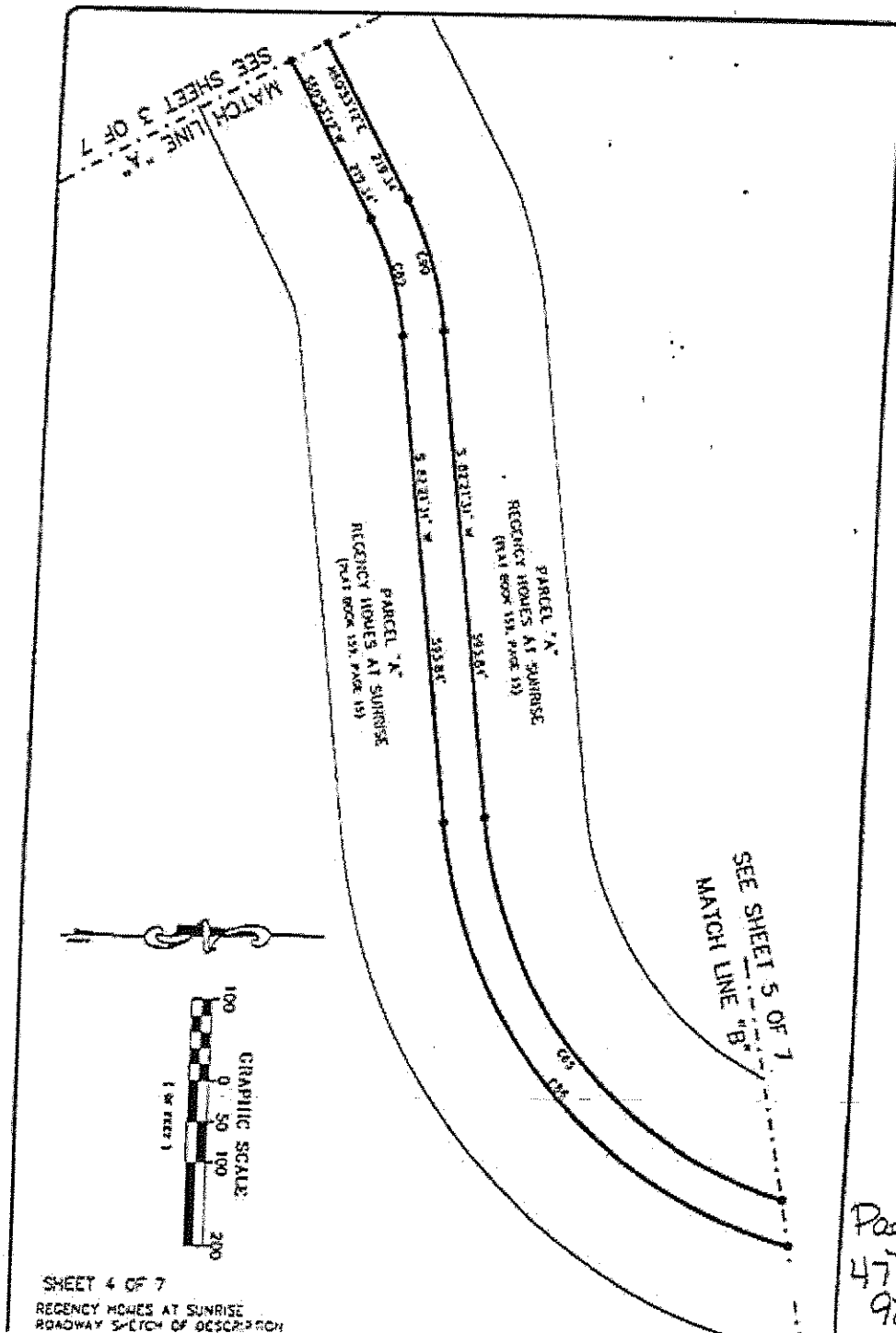
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SS:

My commission expires:

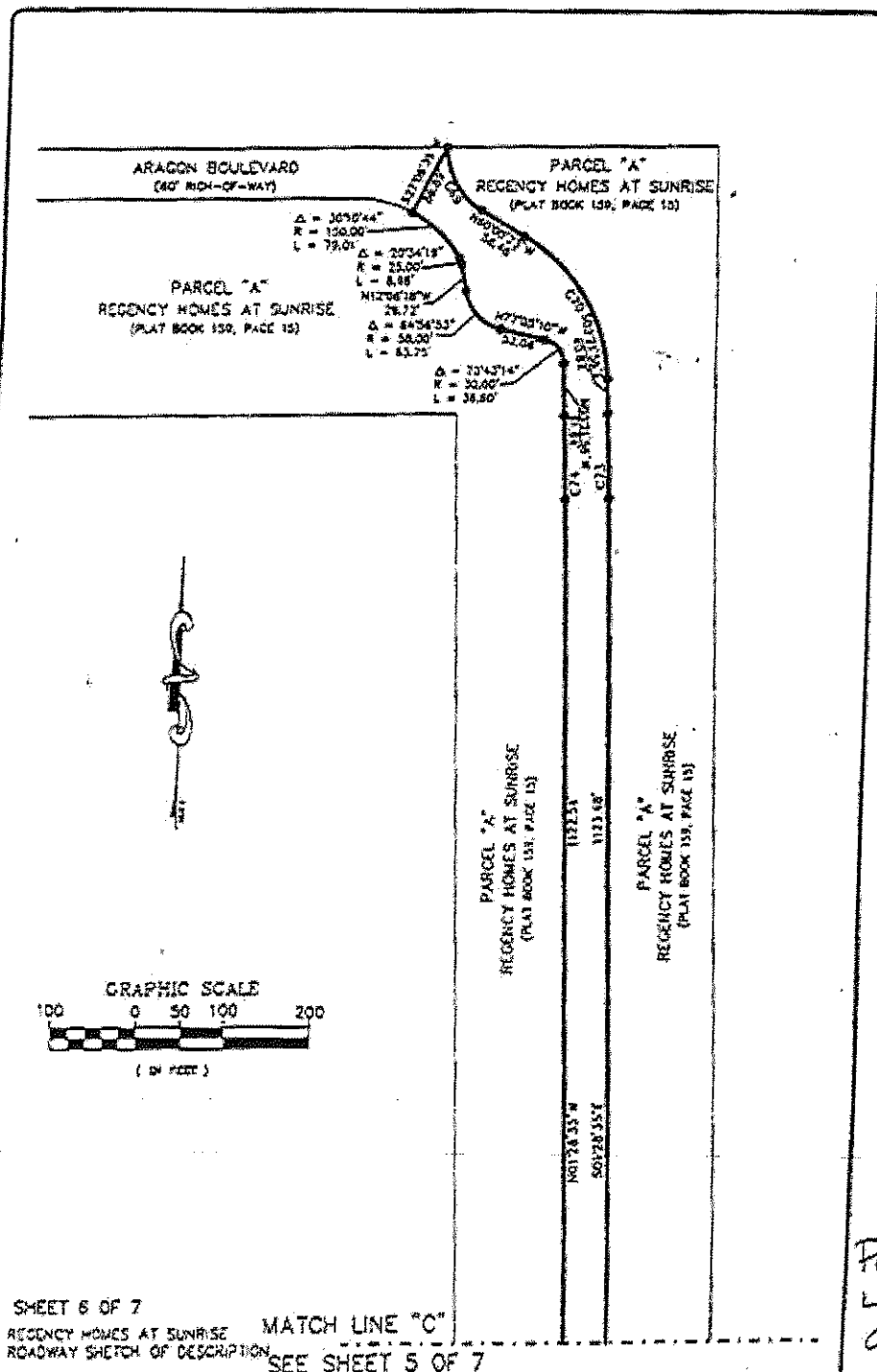
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EX-278087G01,80

# CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C61	425.00'	250.92'	228.65'	S 19°42'18" W	27°51'16"
C62	525.00'	255.23'	232.72'	S 19°42'18" W	27°51'16"
C63	550.50'	111.86'	111.67'	H 11°40'56" E	11°28'32"
C64	608.50'	94.75'	94.65'	H 10°14'19" E	08°55'17"
C65	558.50'	634.13'	601.03'	H 49°48'22" E	65°06'19"
C66	608.50'	218.56'	672.53'	H 48°31'44" E	67°19'14"
C67	546.20'	374.03'	366.81'	H 20°14'31" E	39°03'40"
C68	598.70'	410.51'	402.50'	H 20°11'18" E	39°19'08"
C69	90.00'	91.79'	87.85'	S 30°17'23" E	59°28'01"
C70	203.00'	200.69'	192.61'	H 31°41'06" W	56°38'34"
C71	50.00'	35.12'	33.15'	H 38°53'10" W	67°04'08"
C72	50.00'	47.87'	45.89'	S 43°03'35" E	54°37'36"
C73	3075.00'	99.74'	99.74'	H 0°25'16" W	01°53'21"
C74	2975.00'	98.10'	98.09'	H 0°25'16" W	01°53'21"
C75	723.37'	0.43'	0.43'	N 43°22'36" E	00°02'01"
C76	349.13'	49.82'	49.68'	S 39°17'50" W	08°11'33"
C77	150.00'	123.33'	119.83'	N 39°20'01" W	47°06'33"
C78	649.13'	49.43'	49.48'	S 41°12'03" W	04°22'06"
C79	425.17'	0.71'	0.71'	H 43°20'11" E	00°05'58"
C80	350.58'	469.45'	455.21'	S 53°01'28" E	76°41'28"
C81	400.58'	536.40'	497.21'	S 53°03'51" E	76°43'19"
C82	50.47'	24.36'	23.72'	S 62°14'51" E	45°49'01"
C83	40.00'	36.30'	35.07'	H 39°09'16" W	32°00'10"
C84	153.00'	144.85'	138.20'	H 41°46'30" W	54°14'36"
C85	203.00'	65.35'	65.26'	H 23°44'12" W	18°29'59"
C86	100.00'	86.60'	94.65'	S 40°39'02" E	55°29'31"
C87	318.00'	154.58'	153.06'	H 74°51'03" E	28°01'48"
C88	368.00'	179.05'	172.27'	H 74°51'03" E	28°01'48"
C89	395.00'	148.01'	147.17'	S 71°37'22" W	21°28'22"
C90	445.00'	166.37'	165.80'	S 71°37'22" W	21°28'22"

EAST RECREATION CENTER

DESCRIPTION:

A portion of "REGENCY HOMES AT SUNRISE" as recorded in Plat Book 159, page 15 of the Public Records of Broward County Florida, more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A" thence S01°28'35"E along the East line thereof, a distance of 1596.72 feet; thence along the arc of a tangent curve concave to the Northwest, having a radius of 723.37 feet, a delta of 44° 52' 11", an arc distance of 566.49 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve being concave to the Southeast, having a radius of 349.13 feet, a delta of 08° 11' 33", an arc distance of 49.92 feet to the POINT OF BEGINNING; thence continue Southerly along the arc of said curve to the left having a radius of 349.13 feet, a central angle of 24° 51' 09", an arc distance of 151.44 feet to a point of reverse curvature; thence Southwesterly along the arc of said curve being concave to the Northwest having a radius of 489.96 feet, a delta of 05° 58' 46", an arc distance of 51.13 feet the previous 5 courses being along the east line of said Parcel "A"; thence N 56° 22' 04" W, a distance of 170.00 feet; thence N 33° 37' 56" E, a distance of 185.41 feet; thence N 84° 33' 13" E, a distance of 41.23 feet; thence S 45° 33' 31" E, a distance of 93.33 feet to the POINT OF BEGINNING.

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

Containing 28,132 Square Feet / 0.646 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

0K27808PG0482

DESCRIPTION: (WEST REC.)

A portion of Parcel 18, "ARAGON SECTION ONE" and the right-of-way for "Aragon Boulevard", as shown on said plat, as recorded in Plat Book 82, Page 42 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said "ARAGON SECTION ONE"; thence S 88° 54' 55" W along the South line thereof, a distance of 50.39 feet to a point of curvature; thence Westerly and Northerly along the West line of said "ARAGON SECTION ONE", being the arc of a curve to the right, having a radius of 523.67 feet, a central angle of 72° 10' 33", an arc distance of 659.67 feet to the POINT OF BEGINNING; thence continue Northerly along said West boundary line and the arc of a curve to the right having a radius of 523.67 feet, a central angle of 06° 34' 40", an arc distance of 60.12 feet to a point of tangency; thence N 12° 19' 54" W along said West line, a distance of 238.85 feet; thence N 77° 40' 06" E, a distance of 11.77 feet; thence S 12° 24' 17" E, a distance of 49.90 feet to a point of curvature; thence Southerly and Easterly along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 56° 29' 31", an arc distance of 98.60 feet to a point of reverse curvature; thence Easterly and Southerly along the arc of a curve to the right having a radius of 153.00 feet, a central angle of 54° 14' 36", an arc distance of 144.85 feet to a point of reverse curvature; thence Southerly along the arc of a curve to the left having a radius of 400.38 feet, a central angle of 02° 22' 36", an arc distance of 16.62 feet; thence S 65° 01' 52" W, a distance of 125.93 feet to the POINT OF BEGINNING.

Containing 19,128 Square Feet / 0.439 Acres, more or less.  
Said lands situate in the City of Sunrise, Broward County, Florida.

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DESCRIPTION (SOUTH SIDE REGENCY SUNRISE VILLAS I)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT PRM NO. 6, AS SHOWN ON SAID PLAT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S42°38'38"E, HAVING A RADIUS OF 365.59 FEET, A CENTRAL ANGLE OF 41°50'15", AN ARC DISTANCE OF 266.95 FEET TO A POINT OF TANGENCY; THENCE S05°31'07"W, A DISTANCE OF 10.34 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 732.67 FEET, A CENTRAL ANGLE OF 76°51'51", AN ARC DISTANCE OF 982.90 FEET TO A POINT OF TANGENCY; THENCE S82°22'52"W, A DISTANCE OF 604.70 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 20°39'46", AN ARC DISTANCE OF 69.63 FEET TO A POINT OF TANGENCY; THENCE S61°23'12"W, A DISTANCE OF 245.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 27°31'43", AN ARC DISTANCE OF 235.43 FEET TO A POINT OF TANGENCY; THENCE S33°54'55"W, A DISTANCE OF 563.51 FEET (THE PREVIOUS EIGHT COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINES OF AFORESAID PARCEL "A"); THENCE N01°05'00"W, A DISTANCE OF 123.86 FEET; THENCE N33°54'04"E, A DISTANCE OF 563.51 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N01°05'06"W, HAVING A RADIUS OF 366.00 FEET, A CENTRAL ANGLE OF 23°01'45", AN ARC DISTANCE OF 179.05 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N60°53'12"E, A DISTANCE OF 219.34 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S29°06'50"E, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 21°28'22", AN ARC DISTANCE OF 148.03 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N12°21'21"E, A DISTANCE OF 595.84 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 608.50 FEET, A CENTRAL ANGLE OF 76°34'51", AN ARC DISTANCE OF 813.31 FEET TO A POINT OF TANGENCY; THENCE N05°46'40"E, A DISTANCE OF 112.96 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 27°51'16", AN ARC DISTANCE OF 230.92 FEET TO A POINT OF TANGENCY; THENCE N33°37'46"E, A DISTANCE OF 268.78 FEET; THENCE S36°22'04"E, A DISTANCE OF 170.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N73°40'20"W, HAVING A RADIUS OF 489.96 FEET, A CENTRAL ANGLE OF 31°01'41", AN ARC DISTANCE OF 265.33 FEET TO THE CURVE'S END, AND THE POINT OF BEGINNING (THE PREVIOUS COURSE AND DISTANCE WAS ALONG THE BOUNDARY LINE OF AFORESAID PARCEL "A").

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 9.6088 ACRES OF LAND, MORE OR LESS.

06270808PC01484

04-10-26 05:15P

DESCRIPTION: (NORTH SIDE REGENCY SUNRISE VILLAS I)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15, AND A PORTION OF PARCELS 16 AND 17, "ARAGON SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 42, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT PRM NO. 22, AS SHOWN ON SAID PLAT THENCE N33°39'46"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 429.40 FEET; THENCE S56°22'04"E, A DISTANCE OF 124.85 FEET; THENCE S33°37'56"W, A DISTANCE OF 322.60 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 27°51'16", AN ARC DISTANCE OF 255.23 FEET TO A POINT OF TANGENCY; THENCE S05°45'40"W, A DISTANCE OF 112.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 558.50 FEET, A CENTRAL ANGLE OF 76°34'51", AN ARC DISTANCE OF 746.48 FEET TO A POINT OF TANGENCY; THENCE S82°21'31"W, A DISTANCE OF 595.84 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S07°38'27"E, HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 21°28'22", AN ARC DISTANCE OF 166.77 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S60°53'12"W, A DISTANCE OF 219.34 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N29°06'52"W, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 28°01'49", AN ARC DISTANCE OF 154.59 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S38°54'04"W, A DISTANCE OF 688.28 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N01°23'39"W, HAVING A RADIUS OF 350.58 FEET, A CENTRAL ANGLE OF 38°24'49", AN ARC DISTANCE OF 235.05 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N27°06'36"E, A DISTANCE OF 128.15 FEET TO A POINT OF INTERSECTION WITH A BOUNDARY LINE OF SAID PARCEL 16 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N42°26'03"E, HAVING A RADIUS OF 223.67 FEET, A CENTRAL ANGLE OF 43°31'08", AN ARC DISTANCE OF 169.89 FEET TO A POINT OF TANGENCY; THENCE N83°54'55"E, CONTINUING ALONG SAID BOUNDARY LINE AND A BOUNDARY LINE OF AFORESAID PARCEL "A", A DISTANCE OF 692.55 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 27°31'43", AN ARC DISTANCE OF 91.29 FEET TO A POINT OF TANGENCY; THENCE N61°23'12"E, A

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DISTANCE OF 245.82 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 20°59'46", AN ARC DISTANCE OF 179.56 FEET TO A POINT OF TANGENCY; THENCE N82°22'58"E, A DISTANCE OF 604.70 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 432.67 FEET, A CENTRAL ANGLE OF 76°51'51", AN ARC DISTANCE OF 580.44 FEET TO A POINT OF TANGENCY; THENCE N05°31'07"E, A DISTANCE OF 208.41 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 237.56 FEET, A CENTRAL ANGLE OF 28°08'39", AN ARC DISTANCE OF 116.69 FEET TO THE POINT OF BEGINNING. (THE PREVIOUS SEVEN COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF SAID PARCEL "A").

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA,  
CONTAINING 9.8790 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND  
RIGHT-OF-WAY OF RECORD.

0X07008P00486

DESCRIPTION: (EAST SIDE REGENCY SUNRISE VILLAS II)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT PRM NO. 1, AS SHOWN ON SAID PLAT; THENCE S01°28'35"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1596.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT CONTINUING ALONG SAID BOUNDARY LINE, HAVING A RADIUS OF 723.37 FEET, A CENTRAL ANGLE OF 44°50'10", AN ARC DISTANCE OF 566.06 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N46°33'31"W, A DISTANCE OF 90.25 FEET; THENCE N02°14'40"W, A DISTANCE OF 50.16 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N49°59'08"W, HAVING A RADIUS OF 598.20 FEET, A CENTRAL ANGLE OF 39°19'08", AN ARC DISTANCE OF 410.51 FEET TO A POINT OF TANGENCY; THENCE N00°41'44"E, A DISTANCE OF 87.32 FEET; THENCE N01°28'35"W, A DISTANCE OF 1123.48 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3025.00 FEET, A CENTRAL ANGLE OF 01°53'21", AN ARC DISTANCE OF 99.74 FEET TO A POINT OF TANGENCY; THENCE N05°21'56"W, A DISTANCE OF 40.82 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S86°38'10"W, HAVING A RADIUS OF 203.00 FEET, A CENTRAL ANGLE OF 56°38'34", AN ARC DISTANCE OF 200.69 FEET TO A POINT OF TANGENCY; THENCE N60°00'23"W, A DISTANCE OF 53.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 58°26'01", AN ARC DISTANCE OF 91.79 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N89°32'52"E, A DISTANCE OF 314.84 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: (TENNIS CENTER)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT PRM NO. 1, AS SHOWN ON SAID PLAT; THENCE S 01° 28' 35" E  
ALONG A BOUNDARY LINE OF SAID PARCEL "A", 271.93 FEET TO A POINT ON THE  
ARC OF A NON-TANGENT CURVE (RADIAL LINE THROUGH SAID POINT BEARS N  
86° 17' 51" E); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING  
CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET, A DELTA OF  
59° 46' 16", AN ARC DISTANCE OF 104.32 FEET TO A POINT OF TANGENCY; THENCE  
N 63° 28' 25" W, 242.46 FEET TO A POINT OF CURVATURE; THENCE  
NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE  
NORTHEAST, HAVING A RADIUS OF 90.00 FEET, A DELTA OF 61° 54' 00", AN ARC  
DISTANCE OF 97.23 FEET TO A POINT ON A LINE 225.00 FEET SOUTH OF AND  
PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 27; THENCE N 89° 32'  
52" E ALONG A BOUNDARY LINE OF SAID PARCEL "A" ALONG SAID BOUNDARY  
LINE, 314.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.4935 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND  
RIGHTS-OF-WAY OF RECORD.

DK27008PG01488

**DESCRIPTION: (WEST SIDE REGENCY SUNRISE VILLAS II)**

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT PRM NO. 47, AS SHOWN ON SAID PLAT; THENCE N01°28'35"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1472.46 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S56°46'43"W, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 21°04'55", AN ARC DISTANCE OF 9.20 FEET TO A POINT OF TANGENCY; THENCE S12°08'13"E, A DISTANCE OF 29.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF 64°56'53", AN ARC DISTANCE OF 65.75 FEET TO A POINT OF TANGENCY; THENCE S77°05'10"E, A DISTANCE OF 52.06 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 73°43'14", AN ARC DISTANCE OF 38.60 FEET TO A POINT OF TANGENCY; THENCE S03°21'56"E, A DISTANCE OF 61.84 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2975.00 FEET, A CENTRAL ANGLE OF 01°55'21", AN ARC DISTANCE OF 98.10 FEET TO A POINT OF TANGENCY; THENCE S01°28'35"E, A DISTANCE OF 1122.54 FEET; THENCE S00°41'44"W, A DISTANCE OF 86.38 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 543.20 FEET, A CENTRAL ANGLE OF 39°05'40", AN ARC DISTANCE OF 374.05 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S87°44'18"W, A DISTANCE OF 47.78 FEET; THENCE N46°33'30"W, A DISTANCE OF 90.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A" ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N46°42'47"W, HAVING A RADIUS OF 423.37 FEET, A CENTRAL ANGLE OF 44°45'48", AN ARC DISTANCE OF 330.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.1570 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

**EXHIBIT 4**

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DESCRIPTION (UNIT 1, BUILDING 15)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE  
PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC  
RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 301.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE S01°05'54"E, A DISTANCE OF 126.08 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.33 FEET; THENCE N01°05'54"W, A DISTANCE OF 126.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3824 SQUARE FEET, MORE OR LESS.

DESCRIPTION (UNIT 2, BUILDING 15)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 271.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE S01°05'54"E, A DISTANCE OF 126.07 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.00 FEET; THENCE N01°05'54"W, A DISTANCE OF 126.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3782 SQUARE FEET, MORE OR LESS.

DESCRIPTION (UNIT 3, BUILDING 15)

A PORTION OF PARCEL "A," "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAN; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 241.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE S01°05'54"E, A DISTANCE OF 126.07 FEET; THENCE N08°54'04"E, A DISTANCE OF 30.00 FEET; THENCE N01°05'54"W, A DISTANCE OF 126.06 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3782 SQUARE FEET, MORE OR LESS.

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# EXHIBIT "1"

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## DESCRIPTION (UNIT 4, BUILDING 15)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 211.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE S01°05'54"E, A DISTANCE OF 126.06 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.00 FEET; THENCE N01°05'54"W, A DISTANCE OF 126.05 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3782 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 5, BUILDING 15)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 181.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE S01°05'54"E, A DISTANCE OF 126.05 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.00 FEET; THENCE N01°05'54"W, A DISTANCE OF 126.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3781 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 6, BUILDING 15)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 150.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE S01°05'54"E, A DISTANCE OF 126.04 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.33 FEET; THENCE N01°05'54"W, A DISTANCE OF 126.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3823 SQUARE FEET, MORE OR LESS.

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## DESCRIPTION (UNIT 1, BUILDING 19)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 100.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.34 FEET; THENCE S02°18'44"E, A DISTANCE OF 126.06 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.34 FEET; THENCE N02°18'44"W, A DISTANCE OF 126.05 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3824 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 2, BUILDING 19)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 70.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.01 FEET; THENCE S02°18'44"E, A DISTANCE OF 126.05 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.01 FEET; THENCE N02°18'44"W, A DISTANCE OF 126.05 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3781 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 3, BUILDING 19)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 40.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.01 FEET; THENCE S02°18'44"E, A DISTANCE OF 126.05 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.01 FEET; THENCE N02°18'44"W, A DISTANCE OF 126.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3781 SQUARE FEET, MORE OR LESS.

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## DESCRIPTION (UNIT 4, BUILDING 19)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 10.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.01 FEET; THENCE S02°18'44"E, A DISTANCE OF 126.04 FEET; THENCE N88°54'04"E, A DISTANCE OF 30.01 FEET; THENCE N02°18'44"W, A DISTANCE OF 126.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3781 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 5, BUILDING 19)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE S88°54'55"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 10.81 FEET; THENCE CONTINUING S02°18'44"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 126.03 FEET; THENCE N88°54'05"E, A DISTANCE OF 8.11 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N01°05'03"W, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 03°58'14", AN ARC DISTANCE OF 21.90 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N02°18'44"W, A DISTANCE OF 126.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE WESTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A" AND THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N06°52'35"W, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 05°47'30", AN ARC DISTANCE OF 19.21 FEET TO THE CURVE'S END AND THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3782 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 6, BUILDING 19)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE EASTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A", ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N01°05'05"W, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 05°47'30", AN ARC DISTANCE OF 19.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 06° 52' 35" W, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 09°16'32", AN ARC DISTANCE OF 30.76 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S02°18'44"E, A DISTANCE OF 128.23 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N10°34'53"W, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 05°31'36", AN ARC DISTANCE OF 30.48 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N02°18'44"W, A DISTANCE OF 126.24 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3854 SQUARE FEET, MORE OR LESS.

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# EXHIBIT "A"

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## DESCRIPTION (UNIT 1, BUILDING 21)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 15, AS SHOWN ON SAID PLAT; THENCE NORTHEASTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A", ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N01°05'05"W, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 18°45'11", AN ARC DISTANCE OF 62.24 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID BOUNDARY LINE, ALONG THE ARC OF SAID CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 19 51' 16" W, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 08°45'32", AN ARC DISTANCE OF 29.05 FEET TO A POINT OF TANGENCY AND PRM NO. 16 AS SHOWN ON SAID PLAT; THENCE N61°23'12"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1.37 FEET; THENCE S27°42'07"E, A DISTANCE OF 126.02 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N28°29'53"W, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 05°30'19", AN ARC DISTANCE OF 30.36 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N27°42'07"W, A DISTANCE OF 126.71 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3828 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 2, BUILDING 21)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 16, AS SHOWN ON SAID PLAT; THENCE N61°23'12"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N61°23'12"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE S27°42'07"E, A DISTANCE OF 125.77 FEET; THENCE S60°53'12"W, A DISTANCE OF 26.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N29°06'52"W, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 00°36'58", AN ARC DISTANCE OF 3.40 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N27°42'07"W, A DISTANCE OF 126.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3777 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 3, BUILDING 21)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 16, AS SHOWN ON SAID PLAT; THENCE N61°23'12"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 31.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N61°23'12"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE S27°42'07"E, A DISTANCE OF 125.31 FEET; THENCE S60°53'12"W, A DISTANCE OF 30.01 FEET; THENCE N27°42'07"W, A DISTANCE OF 125.77 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3769 SQUARE FEET, MORE OR LESS.

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## EXHIBIT "1"

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### DESCRIPTION (UNIT 1, BUILDING 23)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 10, AS SHOWN ON SAID PLAT; THENCE S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 130.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N29°06'48"W, A DISTANCE OF 124.73 FEET; THENCE N60°53'12"E, A DISTANCE OF 30.33 FEET; THENCE S29°06'48"E, A DISTANCE OF 124.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.  
CONTAINING 3787 SQUARE FEET, MORE OR LESS.

### DESCRIPTION (UNIT 2, BUILDING 23)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 10, AS SHOWN ON SAID PLAT; THENCE S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 160.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE N29°06'48"W, A DISTANCE OF 124.46 FEET; THENCE N60°53'12"E, A DISTANCE OF 30.00 FEET; THENCE S29°06'48"E, A DISTANCE OF 124.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.  
CONTAINING 3738 SQUARE FEET, MORE OR LESS.

### DESCRIPTION (UNIT 3, BUILDING 23)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 10, AS SHOWN ON SAID PLAT; THENCE S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 190.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N29°06'48"W, A DISTANCE OF 124.20 FEET; THENCE N60°53'12"E, A DISTANCE OF 30.33 FEET; THENCE S29°06'48"E, A DISTANCE OF 124.46 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.  
CONTAINING 3771 SQUARE FEET, MORE OR LESS.

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# EXHIBIT "1"

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## DESCRIPTION (UNIT 4, BUILDING 21)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 16, AS SHOWN ON SAID PLAT; THENCE N61°23'12"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 51.375 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N61°23'13"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.34 FEET; THENCE S27°42'07"E, A DISTANCE OF 125.24 FEET; THENCE S60°53'12"W, A DISTANCE OF 30.34 FEET; THENCE N27°42'07"W, A DISTANCE OF 125.51 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3803 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 1, BUILDING 24)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 10, AS SHOWN ON SAID PLAT; THENCE S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 19.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N29°06'48"W, A DISTANCE OF 125.69 FEET; THENCE N60°53'12"E, A DISTANCE OF 27.61 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 00°23'42", AN ARC DISTANCE OF 2.72 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S29°06'48"E, A DISTANCE OF 125.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3817 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 2, BUILDING 24)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 10, AS SHOWN ON SAID PLAT; THENCE S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 49.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE N29°06'48"W, A DISTANCE OF 125.43 FEET; THENCE N60°53'12"E, A DISTANCE OF 30.00 FEET; THENCE S29°06'48"E, A DISTANCE OF 125.69 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3767 SQUARE FEET, MORE OR LESS.

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(650F98)

# EXHIBIT 11/11

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## DESCRIPTION (UNIT 3, BUILDING 24)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 10, AS SHOWN ON SAID PLAT; THENCE S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 79.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S61°23'12"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N29°06'48"W, A DISTANCE OF 125.17 FEET; THENCE N60°53'12"E, A DISTANCE OF 30.33 FEET; THENCE S29°06'48"E, A DISTANCE OF 125.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3800 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 1, BUILDING 28)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 94.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.13 FEET; THENCE S82°21'31"W, A DISTANCE OF 30.33 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.12 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3765 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 2, BUILDING 28)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 64.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.12 FEET; THENCE S82°21'31"W, A DISTANCE OF 30.00 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3723 SQUARE FEET, MORE OR LESS.

# EXHIBIT "1"

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## DESCRIPTION (UNIT 3, BUILDING 28)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 33.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.10 FEET; THENCE S82°21'31"W, A DISTANCE OF 30.33 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.  
CONTAINING 3764 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 1, BUILDING 30)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 204.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.18 FEET; THENCE S82°21'31"W, A DISTANCE OF 30.33 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.  
CONTAINING 3766 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 2, BUILDING 30)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 174.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.16 FEET; THENCE S82°21'31"W, A DISTANCE OF 30.00 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.  
CONTAINING 3725 SQUARE FEET, MORE OR LESS.

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# EXHIBIT "1"

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## DESCRIPTION (UNIT 3, BUILDING 30)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 144.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.15 FEET; THENCE S82°21'31"W, A DISTANCE OF 30.33 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3765 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 1, BUILDING 31)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 315.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.18 FEET; THENCE S82°21'31"W, A DISTANCE OF 30.33 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3766 SQUARE FEET, MORE OR LESS.

## DESCRIPTION (UNIT 2, BUILDING 31)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 285.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.15 FEET; THENCE S82°21'31"W, A DISTANCE OF 30.00 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 3725 SQUARE FEET, MORE OR LESS.

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# EXHIBIT "1"

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## DESCRIPTION (UNIT 3, BUILDING 31)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 255.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 30.33 FEET; THENCE N07°38'29"W, A DISTANCE OF 124.15 FEET; THENCE S87°21'31"W, A DISTANCE OF 30.33 FEET; THENCE S07°38'29"E, A DISTANCE OF 124.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3755 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

## DESCRIPTION (UNIT 1, BUILDING 26)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT PRM NO. 9, AS SHOWN ON SAID PLAT; THENCE N82°22'58"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 18.25 FEET; THENCE N17°45'01"W, A DISTANCE OF 125.81 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S09°36'06"E, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 04°25'29", AN ARC DISTANCE OF 30.50 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S17°45'01"E, A DISTANCE OF 123.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND A BOUNDARY LINE OF SAID PARCEL "A", THENCE EASTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A", ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S11°23'07"E, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 03°46'05", AN ARC DISTANCE OF 12.50 FEET TO THE CURVE'S END AND THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3789 SQUARE FEET, MORE OR LESS.

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## EXHIBIT "1"

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### DESCRIPTION (UNIT 2, BUILDING 26)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PRM NO. 10, AS SHOWN ON SAID PLAT; THENCE NORTHEASTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A", ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S28°36'48"E, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 08°10'02", AN ARC DISTANCE OF 27.08 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY CONTINUING ALONG SAID BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S20°26'48"E, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 09°03'39", AN ARC DISTANCE OF 30.05 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N17°45'01"W, A DISTANCE OF 123.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S14°01'35"E, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 04°21'15", AN ARC DISTANCE OF 30.02 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S17°45'01"E, A DISTANCE OF 123.81 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3710 SQUARE FEET, MORE OR LESS.

### DESCRIPTION (UNIT 3, BUILDING 26)

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT PRM NO. 10, AS SHOWN ON SAID PLAT; THENCE NORTHEASTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A", ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S28°36'48"E, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 08°10'02", AN ARC DISTANCE OF 27.08 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N17°45'01"W, A DISTANCE OF 123.81 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S18°22'50"E, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 04°24'21", AN ARC DISTANCE OF 30.37 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S17°45'01"E, A DISTANCE OF 126.16 FEET TO A POINT OF INTERSECTION WITH A BOUNDARY LINE OF SAID PARCEL "A"; THENCE N61°23'12"E ALONG SAID BOUNDARY LINE, A DISTANCE OF 3.52 FEET TO THE POINT OF BEGINNING.

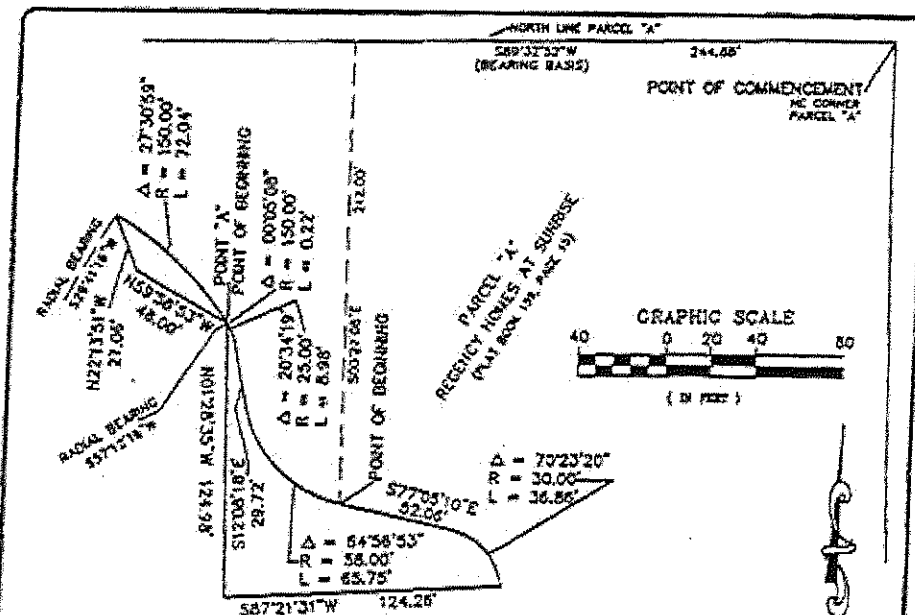
SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

CONTAINING 3785 SQUARE FEET, MORE OR LESS.

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A PORTION OF PARCEL "A", "SECONDY LINES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 199, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A", AS SHOWN ON SAID PLAT; THENCE S89°32'52"W, ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 244.86 FEET; THENCE S05°27'08"E, A DISTANCE OF 213.00 FEET, TO THE POINT OF BEGINNING; THENCE S77°03'10"E, A DISTANCE OF 52.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°33'20", AN ARC DISTANCE OF 38.86 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S87°21'38"W, A DISTANCE OF 124.28 FEET, THENCE N04°28'35"W, A DISTANCE OF 124.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE S01°00'00"E, A DISTANCE OF 150.00 FEET, A CENTRAL ANGLE OF 00°03'08", AN ARC DISTANCE OF 0.22 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 20°34'18", AN ARC DISTANCE OF 8.98 FEET TO A POINT OF TANGENCY; THENCE S12°58'17"E, A DISTANCE OF 38.73 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 8°54'53"E, AN ARC DISTANCE OF 85.75 FEET TO THE POINT OF BEGINNING, TOGETHER WITH  
BEARING AND DISTANCE POINT "A"; THENCE N19°30'33"W, A DISTANCE OF 48.00 FEET; THENCE N22°13'31"W, A DISTANCE OF 27.08 FEET TO A POINT OF INTERSECTION WITH NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS 239°41'16"W, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 27°30'59", AN ARC DISTANCE OF 72.04 FEET TO POINT OF BEGINNING N.O.2.

1. Reproductions of this sketch are not valid unless sealed with an unbroken surveyor's seal.  
2. Lines shown herein are not distributed for Right-of-Way, Easements, Ownership or other interests of Record.  
3. Records shown herein are based on the plat of "Regency Manor of Jamaica, Plot Block 128, Page 15 of the Public Records of Broward County, Florida."  
4. The "LAND DESCRIPTION" herein was prepared by the Surveyor.  
5. Data shown herein was obtained from the instrument of Record and does not constitute a boundary survey or any other type of survey.

I hereby certify that the attached Sketch of Description of the Aerial described property is true and correct to the best of my knowledge and belief as prepared under my direction on December 13, 1977. I further certify that this Sketch of Description meets the minimum Technical Standards set forth in Chapter 61G17-8 adopted by the Florida Board of Surveyors and Assessors, pursuant to Florida Statutes §73.07.

**C&W** **CAMPFIELD & WHEELER, INC.**  
Consulting Engineers - Land Planners - Surveyors  
12614 44th, Fremont, Park Place - Suite 202A  
Buck Ranch, Phoenix 33433 (602) 992-1981

<u>NAME</u>	<u>DATE</u>	<u>PAGE</u>

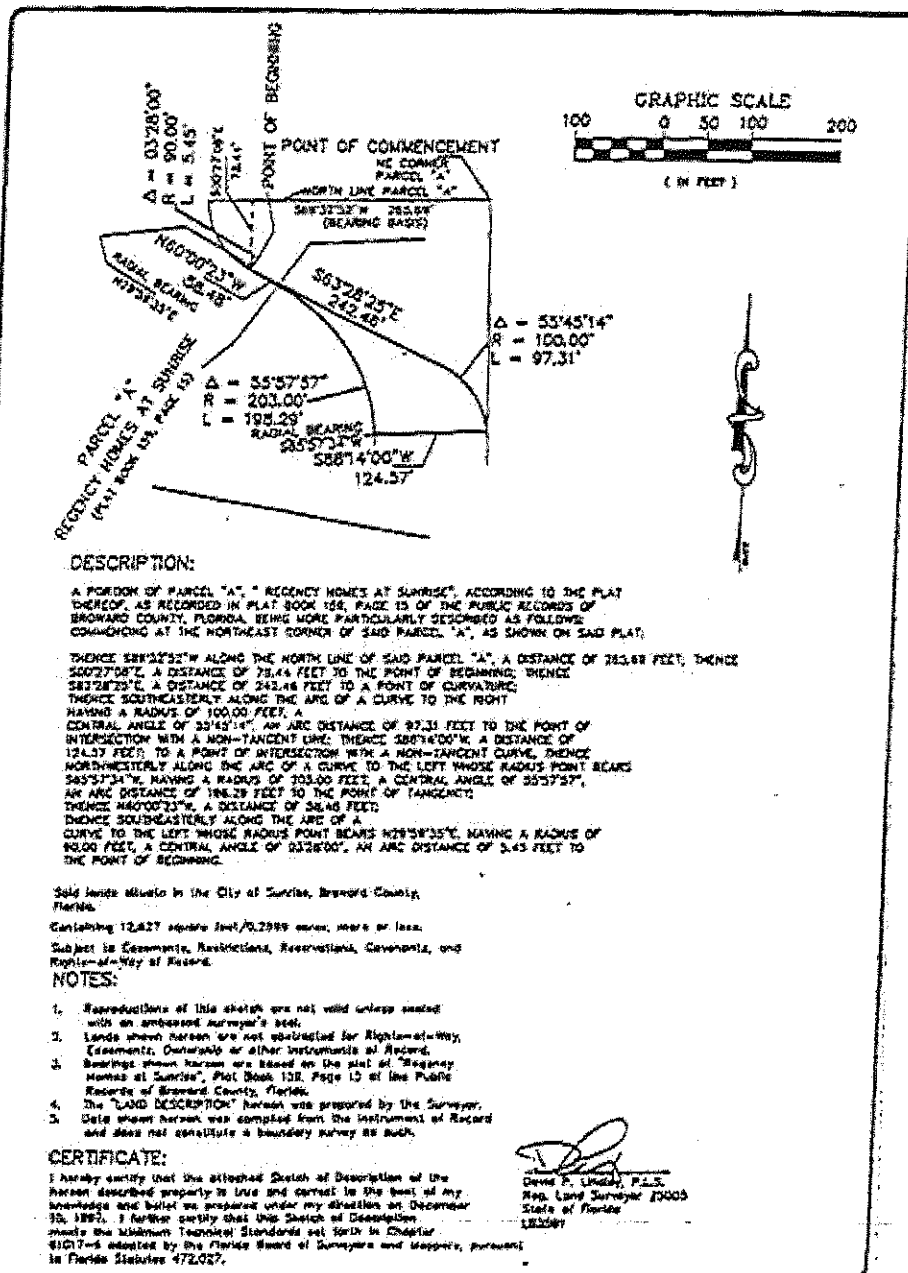
DATE 12/15/97  
SCALE 45 SHIP  
DRY WT 001  
CHRY WT 001  
AIR DR. N/A  
FUEL N/A  
SEA WT 2.45

## REGENCY HOMES AT SUNRISE NORTHWEST

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**A-1** **CARLFIELD & WHEELER, INC.**  
Consulting Engineers in Steel Structures • Foundation  
13014 Grand Metropolitan Park South • Suite 100A  
Boca Raton, Florida 33433 (305) • 283-1781

REGENCY HOMES AT SUNRISE NORTHEAST

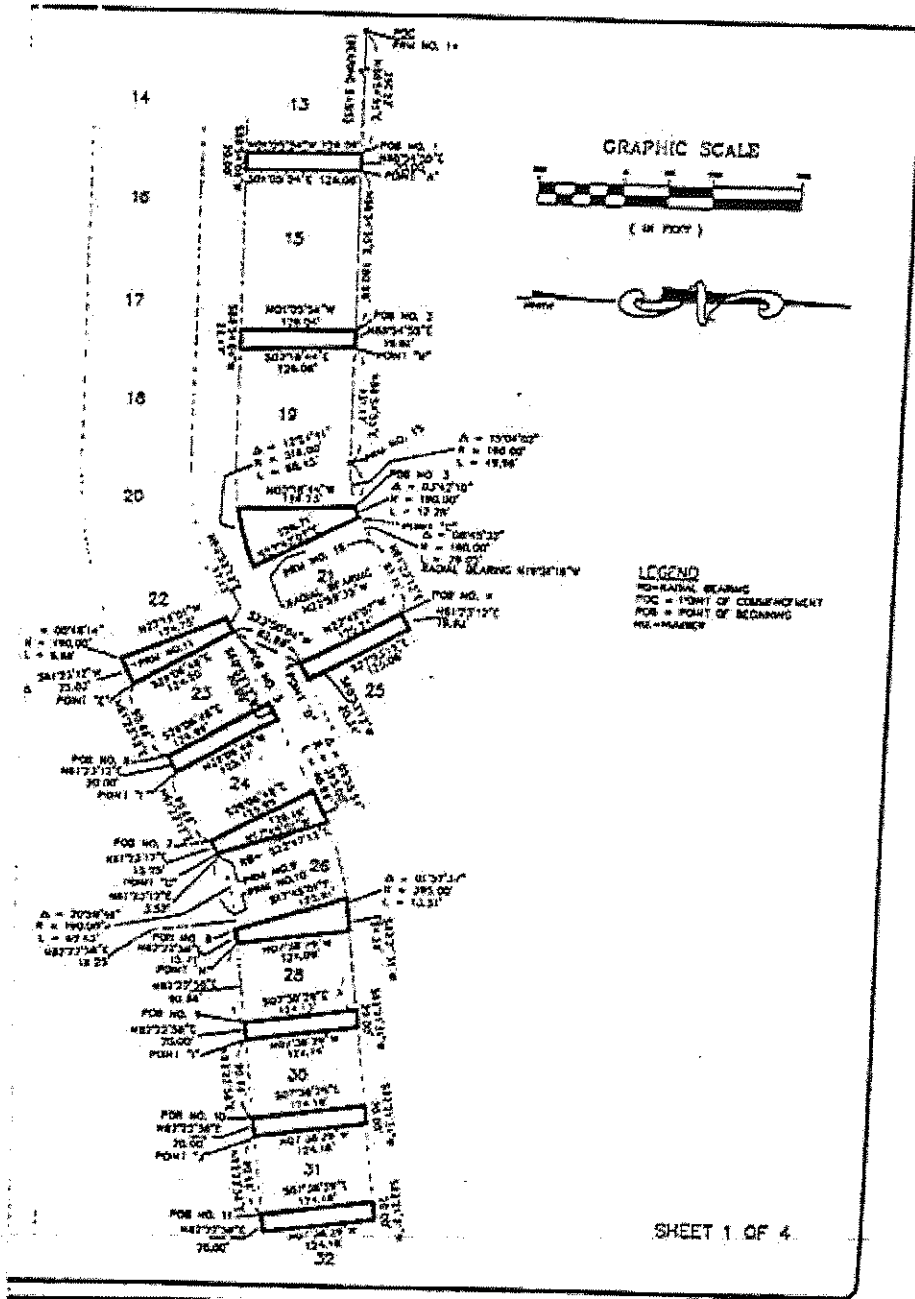
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# EXHIBIT "1"

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**CAULFIELD & WHEELER, INC.**  
 Consulting Engineers - Land Planning - Surveyors  
 12014 West Panama Park Road - Suite 100  
 Boca Raton, Florida 33433 (407) 351-1961

MY SUNRISE PHASE I  
 FOR CIRCULAR CORRIDOR AREA

REVISIONS	DATE	BY

DATE 2/23/22  
 SCALE AS SHOWN  
 DRAWN DPL  
 CHECKED DPL  
 PLANNED H/A  
 FILE H/A  
 JOB NO. 2168  
 JOB 2401/1/2021

(730x98)

# EXHIBIT "1"

Page 31 of 36

PHASE 1 OF PHASE 1

## DESCRIPTION (SECOND CLOSING COMMON AREA)

A PORTION OF PARCEL "A," REGENCY HOMES AT SUNRISE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT PMN NO. 14, AS SHOWN ON SAID PLAT; THENCE N88°34'55"E ALONG A BOUNDARY LINE OF SAID PLAT, A DISTANCE OF 290.52 FEET TO POINT OF BEGINNING NO. 1; THENCE CONTINUE N88°34'55"E ALONG SAID BOUNDARY LINE, A DISTANCE OF 36.00 FEET TO POINT "A"; THENCE S01°05'54"E, A DISTANCE OF 126.08 FEET; THENCE S08°34'04"W, A DISTANCE OF 20.00 FEET; THENCE N01°05'34"W, A DISTANCE OF 126.09 FEET TO POINT OF BEGINNING NO. 1.

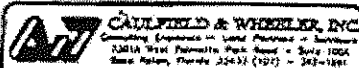
TOGETHER WITH

COMMENCING AT AFORESAID POINT "A", THENCE N88°34'55"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 180.86 FEET TO POINT OF BEGINNING NO. 2; THENCE CONTINUE N88°34'55"E ALONG SAID BOUNDARY LINE, A DISTANCE OF 19.21 FEET TO POINT "B". THENCE S07°18'44"E, A DISTANCE OF 126.08 FEET; THENCE S08°34'04"W, A DISTANCE OF 22.47 FEET; THENCE N01°05'34"W, A DISTANCE OF 126.04 FEET TO POINT OF BEGINNING NO. 2.

TOGETHER WITH

COMMENCING AT AFORESAID POINT "B", THENCE N88°34'55"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 131.17 FEET TO A POINT OF CURVATURE AND PMN NO. 15, AS SHOWN ON SAID PLAT; THENCE NORTHEASTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A" AND ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 15°04'02". AN ARC DISTANCE OF 49.86 FEET TO POINT OF BEGINNING NO. 3; THENCE CONTINUING NORTHEASTERLY ALONG SAID BOUNDARY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 05°42'10". AN ARC DISTANCE OF 12.28 FEET TO POINT "C" AND A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S27°43'07"E, A DISTANCE OF 126.71 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N27°05'35"W, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 12°24'41". AN ARC DISTANCE OF 84.45 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE N02°18'44"W, A DISTANCE OF 126.23 FEET TO POINT OF BEGINNING NO. 3.

SHEET 2 OF 4



REGENCY SUNRISE PHASE 1  
SECOND CLOSING (PHASE 1) 4/18/08

REVISIONS	DATE	BY

DATE: 11/21/07  
SCALE: AS SHOWN  
DRAWN BY: DPL  
CHECKED BY: DPL  
INCHES: N/A  
FOLIO: 71/100  
AS NO. 2160

1740508





# EXHIBIT "1"

Page 34 of 36

## DESCRIPTION: (WEST REC.)

A portion of Parcel 18, "ARAGON SECTION ONE" and the right-of-way for "Aragon Boulevard", as shown on said plat, as recorded in Plat Book 82, Page 42 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said "ARAGON SECTION ONE", thence S 88° 54' 55" W along the South line thereof, a distance of 50.39 feet to a point of curvature; thence Westerly and Northerly along the West line of said "ARAGON SECTION ONE", being the arc of a curve to the right, having a radius of 523.67 feet, a central angle of 72° 10' 33", an arc distance of 659.67 feet to the POINT OF BEGINNING; thence continue Northerly along said West boundary line and the arc of a curve to the right having a radius of 523.67 feet, a central angle of 06° 34' 40", an arc distance of 60.12 feet to a point of tangency; thence N 12° 19' 54" W along said West line, a distance of 238.85 feet; thence N 77° 40' 06" E, a distance of 11.77 feet; thence S 12° 24' 17" E, a distance of 49.90 feet to a point of curvature; thence Southerly and Easterly along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 56° 29' 31", an arc distance of 98.60 feet to a point of reverse curvature; thence Easterly and Southerly along the arc of a curve to the right having a radius of 153.00 feet, a central angle of 54° 14' 36", an arc distance of 144.85 feet to a point of reverse curvature; thence Southerly along the arc of a curve to the left having a radius of 400.58 feet, a central angle of 02° 22' 36", an arc distance of 16.62 feet; thence S 85° 01' 52" W, a distance of 125.93 feet to the POINT OF BEGINNING.

Containing 19,128 Square Feet / 0.435 Acres, more or less.

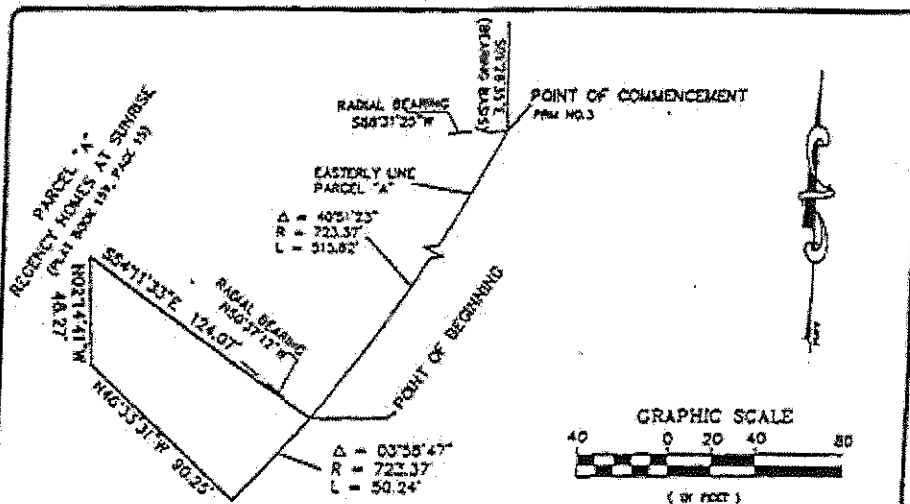
Said lands situate in the City of Sunrise, Broward County, Florida

UK278008PC11508

(77 OF 98)

# EXHIBIT 1361

Page 35 of 36



## DESCRIPTION:

A PORTION OF PARCEL "A", "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 136, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT PRM NO. 3, AS SHOWN ON SAID PLAT; SAID POINT BEING THE POINT OF CURVATURE OF A CURVE, THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "A" AND ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS 35° 51' 23" W, HAVING A RADIUS OF 723.37 FEET, A CENTRAL ANGLE OF 40° 51' 23", AN ARC DISTANCE OF 313.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID EASTERLY LINE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 723.37 FEET, A CENTRAL ANGLE OF 03° 58' 47", AN ARC DISTANCE OF 50.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N46° 33' 31" W, A DISTANCE OF 50.25 FEET; THENCE NORTH 44° 41' W, A DISTANCE OF 48.27 FEET; THENCE 55° 41' 33" E, A DISTANCE OF 124.07 FEET TO THE POINT OF BEGINNING.

Said lands situate in the City of Sunrise, Broward County, Florida, containing 4,858 square feet/0.1083 acres, more or less. Subject to Easements, Restrictions, Reservations, Covenants, and Right-of-Way of Record.

## NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lots shown herein are not obstructed for Right-of-Way, Easements, Ownership or other instruments of Record.
3. Bearings shown herein are based on the plat of "Regency Homes at Sunrise", Plat Book 136, Page 13 of the Public Records of Broward County, Florida.
4. The "LAND DESCRIPTION" herein was prepared by the Surveyor.
5. Data shown herein was compiled from the instrument of Record and does not constitute a boundary survey as such.

## CERTIFICATE:

I hereby certify that the attached Sketch of Description of the herein described property is true and correct to the best of my knowledge and belief as prepared under my direction on December 15, 1997. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 110.17-F adopted by the Florida Board of Surveyors and signed pursuant to Florida Statutes 472.002.

David P. Lohrke, P.E.  
 Reg. Land Surveyor #5000  
 State of Florida  
 LE1081

**CAULFIELD & WHITFIELD, INC.**  
 Consulting Engineers & Land Planners & Surveyors  
 7301A West Palmetto Park Road - Suite 100A  
 Fort Lauderdale, Florida 33325 (954) 351-1591

REGENCY HOMES AT SUNRISE TURN AROUND  
 COMMON AREA SKETCH OF DESCRIPTION

REVISION	DATE	BY

DATE 12/15/97  
 SCALE AS SHOWN  
 DESIGNED BY GCL  
 CHECKED BY GCL  
 PLANNED BY GCL  
 PLOTTED BY GCL  
 JOB NO. 21558  
 Dwg. 21558-1-1

170 AFOR

EXHIBIT 2

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

WK209006G0511

79-?

(80 of 98)

State of Florida  
Department of State

The document number of this corporation is N95000001833.



CREOLE 12-95

Sandra B. Northam  
Sandra B. Northam  
Secretary of State

(81 of 98)

ARTICLES OF AMENDMENT AND RESTATEMENT TO  
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT-FOR-PROFIT)

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment adopted:


The Articles of Incorporation of The Regency Club Community Association, Inc. filed with the Florida Secretary of State on April 13, 1995, as amended by Amendment to Articles of Incorporation of The Regency Club Community Association, Inc. filed on August 26, 1996 as further amended and restated in the Amended and Restated Articles of Incorporation for The Regency Club Community Association, Inc. filed on June 18, 1997, are hereby replaced entirely by the Second Amended and Restated Articles of Incorporation of The Regency Club Community Association, Inc. attached hereto and made a part hereof.

SECOND: The date of adoption of the amendment was February 21<sup>st</sup>, 1998

THIRD: The Second Amended and Restated Articles of Incorporation was approved by all of the members entitled to vote on February 25<sup>th</sup>, 1998. This amount is sufficient to adopt the amendment.

Dated: February 25<sup>th</sup>, 1998.

The undersigned being a member of the Board of Directors of The Regency Club Community Association, Inc., and the President thereof.

  
Torrey Eisenman,  
Director and President of The Regency Club  
Community Association, Inc.

BR21008PC0513

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 MAR -2 PM 2:40

**THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC.<sup>1</sup>**

**1998 ESTIMATED OPERATING BUDGET<sup>2</sup>**

**FOR THE PERIOD APRIL 1, 1998 THROUGH DECEMBER 31, 1998<sup>3</sup>**

Based on 312 Homes<sup>4</sup> with East and West Recreation Centers  
and One Gatehouse

ASSESSMENTS PAYABLE BY ALL HOMES WITHIN THE COMMUNITY	MONTHLY	ANNUALLY <sup>5</sup>
ACCESS CONTROL <sup>6</sup>	\$5,241.70	\$62,900.40
ANNUAL REVIEW, TAX PREPARATION	250.00	3,000.00
BULK ALARM MONITORING <sup>7</sup>	3,307.20	39,686.40
BULK CABLE SERVICE <sup>8</sup>	5,556.10	66,673.15
DRAINAGE, LAKE, & ROAD MAINTENANCE <sup>9</sup>	1,071.00	12,852.00
ELECTRICITY/COMMON AREAS	833.33	10,000.00
ELECTRICITY/STREET LIGHTS	800.00	9,600.00
FERTILIZATION/SPRAYING	1,666.67	20,000.00
GATED ENTRY MAINTENANCE	500.00	6,000.00
GATEHOUSE/TELE-ENTRY TELEPHONES	166.67	2,000.00
INSURANCE (PROPERTY, LIABILITY, D & O) <sup>10</sup>	750.00	9,000.00
IRRIGATION MAINTENANCE	450.00	5,400.00
JANITORIAL SERVICES/SUPPLIES <sup>11</sup>	1,768.99	21,227.92
LANDSCAPE MAINTENANCE/COMMON AREAS <sup>12</sup>	500.00	6,000.00
LANDSCAPE REPLACEMENT	166.67	2,000.00
LAWN MAINTENANCE/HOME <sup>13</sup>	5,146.96	61,763.52
MANAGEMENT FEES <sup>14</sup>	2,496.00	29,952.00
MISCELLANEOUS	41.67	500.00
OFFICE SUPPLIES, PRINTING AND POSTAGE	333.33	4,000.00
PEST CONTROL	333.33	4,000.00
POOL REPAIRS <sup>15</sup>	100.00	1,200.00
POOL SERVICE	700.00	8,400.00
PROFESSIONAL FEES <sup>16</sup>	250.00	3,000.00
RECREATION CENTER EAST AND WEST/SUPPLIES <sup>17</sup>	80.00	960.00
RECREATION CENTER WEST/STAFF <sup>18</sup>	N/A	N/A
TELEPHONE	\$250.00	3,000.00
WATER/SEWER	150.00	1,800.00
TOTAL FOR ALL HOMES	32,969.62	394,915.39

ASSESSMENTS PAYABLE BY EACH HOME <sup>19</sup>	105.48	1,265.75
--	--------	----------

TOTAL RESERVES PAYABLE BY ALL HOMES WITHIN THE COMMUNITY	MONTHLY	ANNUALLY
FENCE/WALL MAINTENANCE <sup>20</sup>	59.52	714.29
GATEHOUSE/GAZEBO PAINTING <sup>21</sup>	51.28	615.38
GATEHOUSE/GAZEBO ROOF	22.22	266.67
PAVING/SEALING	62.50	750.00
POOL MARCITE	190.48	2,285.71
PRESSURE CLEAN ROOFS/PAINTING BUILDINGS <sup>22</sup>	3,640.00	43,680.00
RECREATION CENTER EAST and WEST/FACILITIES <sup>23</sup>	312.50	3,750.00
RECREATION CENTER EAST and WEST/ROOF	166.67	2,000.00
TOTAL RESERVES PAYABLE BY EACH HOME	14.44	173.28

DESCRIPTION OF RESERVES APPLICABLE TO ALL HOMES

RESERVE DESCRIPTION	REMAINING USEFUL LIFE	REPLACEMENT COST	PRESENT RESERVE BALANCE
FENCE/WALL MAINTENANCE	7	5,000.00	0
GATEHOUSE/GAZEBO PAINTING	6.5	4,000.00	0
GATEHOUSE/GAZEBO ROOF	15	4,000.00	0
PAVING/SEALING	20	15,000.00	0
POOL MARCITE	7	16,000.00	0
PRESSURE CLEAN ROOFS/PAINT BUILDINGS	5	218,400.00	
RECREATION CENTER EAST and WEST/FACILITIES	8	30,500.00	
RECREATION CENTER EAST and WEST/ROOF	15	30,000.00	
TOTAL RESERVES		322,400.00	0

TOTAL ASSESSMENTS AND RESERVES PAYABLE PER HOME	MONTHLY	ANNUALLY
ASSESSMENTS	105.48	1,265.75
RESERVES	14.44	173.28
TOTAL ASSESSMENTS AND RESERVES	119.92	1,439.03

#### NOTES

1. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Declaration of Restrictions and Covenants for the Regency Club Community, as amended (the "Declaration"). Each Owner should consult the Declaration and its exhibits for a more complete description of Assessments.

2. This 1998 Estimated Operating Budget is projected; therefore, it is possible that Actual Assessments may be less than or greater than projected.

<sup>1</sup> For the period January 1, 1998 through March 31, 1998, the 1997 Estimated Operating Budget controls.

4. This Estimated Operating Budget is based on 312 Homes, although it is possible that Regency Club will include 961 Homes or more. On September 30th of each year the Association shall determine each Owner's pro rata share; provided, however, in no event shall an Owner's pro rata share be greater than 1/312 unless Regency Club contains less than 312 Homes when completed. Under the Declaration, Declarant has the option to fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of Monthly Assessment against Owners or to pay Monthly Assessments on Homes owned by Declarant.

<sup>2</sup> Although this Budget covers a nine (9) month period, all figures are shown as if the Budget covers a twelve (12) month period. PLEASE NOTE THAT ASSOCIATION WILL ONLY RECEIVE NINE-TWELFTHS (9/12) OF THE ANNUAL AMOUNT.

6. The North Gatehouse will be the only gatehouse in the community. The North Gatehouse will be manned 12 hours per day. Rate increases will be passed through to the Association. This includes a golf cart at a rate of \$212.00 per month. These rates and hours are subject to change.

7. This line item is based on a bulk contract rate of \$19.00 per Home per month plus taxes. The contract rate will increase approximately 5% per annum.

8. This line item is based on a bulk contract rate of \$16.00 per Home per month plus franchise fees and taxes.

9. This line item applies to the Villas only. The will increase to \$19,278.00 per year in 1999; thereby increasing the amount assessed to each Home.

<sup>3</sup> This is an estimated amount. Property and Liability coverage may be provided under the Developer's corporate insurance policies or Association may purchase its own property and liability insurance at any time. Until such time as Association has purchased its own property and liability insurance, Developer may self insure Association up to the amount of any deductibles under the Developer's corporate property and liability insurance policies. Association shall purchase its own property and liability insurance no later than turnover.

<sup>4</sup> This includes a janitor for forty hours a week. The rates and hours of the janitor are subject to change.

SECOND AMENDED AND RESTATED ARTICLES OF  
INCORPORATION  
OF  
THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

BK27808P60514

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0827000P60313

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SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
THE REGENCY CLUB COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is THE REGENCY CLUB COMMUNITY ASSOCIATION, INC. ("Association").
2. Principal Office. The principal office of Association is 8190 State Road 84, Davie, FL 33324.
3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 100 S.E. Second Street, Suite 2800, Miami, FL 33131. The name of the Registered Agent of Association is:

KTGS REGISTERED AGENT CORPORATION

4. Definitions. A declaration entitled Second Amended and Restated Declaration and General Protective Covenants for The Regency Club Community (the "Declaration") has or will be recorded in the Public Records of Broward County, Florida, and shall govern all of the operations of a community known as Regency Club Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners. All Owners are members of Association.
6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
  - 7.1. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.
  - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Regency Club Community and to otherwise be engaged in lawsuits.
  - 7.3. To operate and maintain the Surface Water Management System as required by the Declaration.
  - 7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.
  - 7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
  - 7.6. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.
  - 7.7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.
  - 7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Regency Club Community in any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.
  - 7.9. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.
  - 7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Regency Club Community, the Common Areas, and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.
  - 7.11. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

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7.12. To employ personnel and retain independent contractors to contract for management of Association, Regency Club Community and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas and Regency Club Community as provided in the Declaration such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services.

7.14. To establish committees and delegate certain of its functions to those committees.

8. **Voting Rights.** Owners and Declarant shall have the voting rights set forth in the By-Laws.

9. **Board of Directors.** The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the current members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
TOREY EISENMAN	8190 State Road 84 Davie, FL 33324
SCOTT WOODREY	8190 State Road 84 Davie, FL 33324
GREGORY BLAIR	8190 State Road 84 Davie, FL 33324

10. **Dissolution.** In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. **Duration.** Association shall have perpetual existence.

12. **Amendments.**

12.1. **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. **Amendments Prior to the Community Completion Date.** Prior to the Community Completion Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Community Completion Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. **Amendments From and After the Community Completion Date.** After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3 %) of the Board and a majority of the voting interests of the Association present in person or proxy at a meeting of the members.

13. **Limitations.**

13.1. **Declarant is Paramount.** No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. **Rights of Declarant.** There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Officers.

The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are appointed or elected are as follows:

President:	Terry Eisenman
Vice President:	Scott Woodrey
Secretary:	Gregory Blair
Treasurer:	Gregory Blair

15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer 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 rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested 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 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 Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

17. HUD/VA PROVISIONS. So long as required in connection with HUD and/or VA financing of the purchase of Homes, the following provisions shall supersede other provisions herein to the contrary:

17.1. Every person or entity who is an Owner of a Home shall be entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Home.

17.2. If the Association is dissolved, the assets of the Association shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes to the Association.

17.3. In addition to any other requirements set forth herein, amendment of these Articles of Incorporation shall also require the approval of at least 2/3 of the Owners.

17.4. In addition to any other requirements set forth herein, annexation of additional property into Regency Club Community, mergers and consolidations, mortgaging of the Common Areas, dissolution and any amendment of these Articles which materially affects the rights of Owners shall require the prior approval of HUD and/or VA, as applicable at any time there is a Class B membership.

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1. The first part of the document is a title page. It contains the title "THE HISTORY OF THE UNITED STATES OF AMERICA" and the author "BY JAMES MADISON".

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SECOND AMENDED AND RESTATED BY-LAWS  
OF  
THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC.

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SECOND AMENDED AND RESTATED BY-LAWS  
OF  
THE REGENCY CLUB COMMUNITY  
ASSOCIATION, INC.

1. Name and Location.

The name of the corporation is THE REGENCY CLUB COMMUNITY ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 8190 State Road 84, Davie, FL 33324, or at such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions.

The definitions contained in the Second Amended and Restated Declaration and General Protective Covenants for The Regency Club Community (the "Declaration") relating to the residential community known as Regency Club Community, recorded, or to be recorded, in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these Second Amended and Restated By-Laws.

"Articles" shall mean the Second Amended and Restated Articles of Incorporation for The Regency Club Community Association, Inc., as amended from time to time.

"By-Laws" shall mean these Second Amended and Restated By-Laws as amended from time to time.

"Declaration" shall mean the Declaration as modified from time to time.

"Declarant" shall mean Lennar Homes, Inc., a Florida corporation and any of its designers, successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Member" shall mean each Owner and Declarant.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Turnover Date" shall mean the date upon which ninety percent (90%) of the Homes that can be built within Regency Club Community have been conveyed by Declarant to Owners.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1. Voting Interests. Each Owner and Declarant shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1. Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2. Trusts. In the event that any trust owns a Home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as

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Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3. Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4. Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions heretofore governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5. Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6. Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4. Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. From and after the Community Completion Date, agendas shall be included with the notice for the meeting; provided, however, the failure to include an agenda shall not invalidate an otherwise properly called meeting. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by Association. Notice of meeting shall be posted in a conspicuous place on the Common Areas at least ten (10) days before the meeting, except in the event of an emergency.

3.5. Quorum of Members. A quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8. Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1. Number. The affairs of Association shall be managed by a Board consisting of three (3) persons. Board members appointed by Declarant need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2. Term of Office. The election of Directors shall take place after Declarant no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Declarant shall extend until the date designated by Declarant, or until the Turnover Date).

4.3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Declarant may be replaced by Declarant. Declarant may replace or remove any Board member appointed by Declarant in Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6. Appointment and Election of Directors. Until the Turnover Date, Declarant shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Declarant in its sole and absolute discretion, the Members shall elect a majority of all Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Declarant shall be entitled to appoint one Director to the Board so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of all Homes that can be built within Regency Club Community.

4.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The Association attorney or auditor will count the ballots. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3. Emergency. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board shall be open to all Members.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place in the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Association newsletter distributed to the Members. Notices of any meetings of the Board at which assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. From and after the Community Completion Date, notices

6. Powers and Duties of the Board6. Powers and Duties of the Board

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Service Providers for Telecommunication Services.

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Service Providers for Telecommunication Services.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these Regulations specifically require a vote of the Members.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these Regulations specifically require a vote of the Members.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

8.1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve. From and after the Community Completion Date, the President of the Association shall serve no more than two (2) years and after such time will not be allowed to serve again on the Board. Notwithstanding any other provisions hereto to the contrary, the foregoing limitation shall not apply at any time there is a vacancy on the Board and no Owner, other than a prior President, wishes to fill such vacancy.

8.4. Special Appointment. The Board may elect such other officers as the affairs of 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.

8.5. 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. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7. Multiple Officers. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8. Checks. From and after the Community Completion Date, all bank checks shall be signed by the Treasurer and either the President or Vice-President of the Association.

8.9. Duties. The duties of the officers are as follows:

8.9.1. President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.9.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.9.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.9.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, with a co-signature of the President or Vice President, all checks and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1. General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2. ACC. Declarant shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Declarant shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Community Completion Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association. Notwithstanding the foregoing, these By-Laws may be amended after the Community Completion Date by two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflicts. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1. Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

15.3. HUD/VA Provision. Notwithstanding any other provision herein to the contrary, so long as required in connection with HUD and/or VA financing of the purchase of Homes, HUD and/or VA, as applicable, shall have the right to veto amendments which materially affect the rights of Owners at any time there is a Class B membership.

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

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# The Regency Club Community Association at Fairway Isles

Amended Standards and Adjustments of the ACC Approval Process  
Accepted by the Board of Directors on March 5, 2013

## Guidelines for Exterior Maintenance, Modifications, and HOA Approvals

This revised version of the Community Standards is intended to clarify and update certain standards set forth in the Association's Articles of Incorporation, Declaration, By-laws, or any amendments thereof, and in the Amended Standards and Adjustments of the ACC Approval Process dated April 18, 2005. Where the standards contained in this document conflict with the corresponding standards in those documents, the standards contained here take precedence. Additional restrictions and/or guidelines may be provided during the ACC Approval Process for specific projects. Unless stated herein that ACC or Board of Directors (BOD) approval is needed, you may make improvements to your home without the approval of the ACC, *but ONLY if the improvements meet the Community Standards AND you have submitted an application to the ACC*. Owners are responsible for repair or damages caused to their own, neighboring, or common-area property from work at their homes or property, within one week of occurrence, including professional repair of the Association's irrigation system. Failure to make prompt repairs may result in the Association making said repairs and billing the owner for these services.

In all cases described below (except touch-ups to exterior paint), application must be made to the ACC, even if approval is automatic, as long as the accepted standards are followed.

### **Exterior Paint:**

The Association paints homes every 6-7 years. You *MAY NOT* paint your unit. If touch-ups are desired, you must use the same color and brand used by the Association's painters. Contact the Association's management company for paint information.

**Roofs Repair and Replacement:** Repair and replacement are the owner's responsibility, but the ACC must approve all alterations to the builder-installed roofs. Vents, roof edges, and flashing must have the same color as the roof. When repairs are made on an emergency basis, no approval is necessary. However, all of the guidelines still apply.

### **Roof Cleaning:**

The Association has assumed responsibility for cleaning the roofs on a three-year rotation or as the BOD deems necessary. Owners are encouraged *NOT* to undertake cleaning of their own roofs because they may inadvertently cause damage that would result in a leak into another unit in the same building. Any owner causing such damage is responsible for making all repairs. When the Association cleans the roofs, a pre-inspection is done to ensure that no unit has any existing leaks prior to cleaning, and there is a guarantee from the service provider that, if any damages are caused by the cleaning process, the service provider is responsible for repairs for a period of six months.

### **Replacement Window Frames:**

The ACC must approve replacement window frames that differ from the originals. No mill-finish aluminum frames are allowed. New frames must have the same color as the ones being replaced.

**Replacement Entrance Doors:**

Replacement doors and doorjambs must match the original Regency and Lennar style doors and must have the same color as before the replacement. ACC approval will be granted automatically upon receipt of application, if the standard is followed.

**Replacement Rear Sliding Doors:**

Rear sliding doors (glass or screen) may be replaced with WHITE exterior French doors of the same size. ACC approval will be granted automatically upon receipt of application, if the standard is followed.

**Replacement Garage Doors:**

Replacement garage doors must match the design used throughout the community and must be painted the same color. NO carports, canopies, or tents are permitted at any time. ACC approval will be granted automatically upon receipt of application, if the standard is followed.

**Driveways:**

The ACC must approve any modification or replacement of a driveway. Driveways must be made of brick pavers that match the original or BOD-approved color and materials used throughout the community.

**Walkways:**

The ACC must approve any modification or replacement of a walkway. Walkways must be made of pavers, bricks, or poured or stamped concrete.

**Rear Fences Along Perimeter Wall:**

The ACC must approve any modification, replacement, or addition of a fence. A black, vinyl-clad chain-link fence four feet high with a five-foot-wide gate opening is permitted, but may not be installed less than ten (10) feet from the back perimeter wall.

**Rear Fences on the Golf Course Side:**

The ACC must approve any modification, replacement, or addition of a fence. A black, vinyl-clad chain-link fence four feet high with a five-foot-wide gate opening is permitted, but it must start at the rear wall of the house as a continuation of the side wall, and stop at least twenty (20) feet from the bank of a lake or from the golf-course fence.

**Other Fence Guidelines:**

The ACC must approve any modification, replacement, or addition of a fence. The ACC may require fences to have additional landscape screening materials as deemed necessary. If the ACC requires or the unit owner desires that a hedge be installed on the exterior of the fence, the owner is responsible for maintaining that hedge at a height of no more than four (4) feet – that is no taller than the height of the fence. Once a fence has been installed, the owner is responsible for lawn and other maintenance inside the fenced-in area.

**Parking:**

Residents' automobiles must be parked in the garage or in the driveway. Any motorized vehicle that cannot be operated may not remain in the community for more than twelve (12) hours, except in the garage of a home. No vehicle repairs, except emergency repair, may be made within the community except in a garage. No commercial vehicle, recreational vehicle, boat, camper, or trailer may be kept within the community except in a garage.

Parking is permitted in the street from Sunday through Thursday until midnight only, and on Friday and Saturday nights until 2 AM only. Parking is NOT permitted on grass or blocking sidewalks. Overnight guest parking in designated guest-parking areas is permitted ONLY after notification is given to the security guard or other Board-designated individual. Violators will be issued warnings if these rules are not followed. If a third violation occurs involving the same vehicle, the vehicle will be towed.

#### **Electrical Wiring:**

No exposed wiring or aboveground utility connection is permitted on the exterior of a structure or within the landscaping.

#### **Exterior Lights:**

Two identical, appropriately-sized light fixtures that fit the harmony of the community may be installed at an appropriate height on opposite sides of the garage door. Fixtures must be made of nickel, brushed nickel, or brass OR colored white, green, black, or beige. Light bulbs must be frosted white, clear, or yellow (bug) lights. Bulbs of any other color are permitted only during the holiday season, from Thanksgiving Day through January 14<sup>th</sup>. Holiday lighting may not be used year-round as accent lighting in the landscaped areas or within a courtyard if said lights are visible from the street. No ACC approval is necessary, if standards are followed.

#### **Spotlights:**

Non-colored spotlights with white bases may be professionally installed, with no visible wiring, as long as they do not shine on neighboring properties or cause a nuisance. No ACC approval is necessary, if standards are followed.

#### **Malibu Lights:**

Malibu lights may be installed only within an approved landscape bed area and not in grass or any other area that would inhibit proper maintenance of the property. Such lights must be made of nickel, brushed nickel, or brass OR colored white, green, black, or beige. No ACC approval is necessary, if the standards are followed.

#### **Landscaping Spotlights:**

Spotlights must be made of nickel, brushed nickel, or brass OR colored white, green, black, or beige, and may use only white, blue, green, red, or yellow bulbs. Spotlights must be installed in a professional manner with no aboveground wiring and in locations that do not inhibit proper lawn maintenance, infringe on a neighbor's property, or create a visual or other nuisance. No ACC approval is necessary, if the standards are followed.

#### **Kick Plates/Protection Guards:**

Clear Plexiglas plates may be installed on the interior side of courtyard gates, fences, and screen enclosures. Lattice protection guards may not be used in any area that is visible from the street or neighboring property. All kick plates must be installed in a neat and professional manner and replaced from time to time if the clarity or color of the material deteriorates through weathering. No ACC approval is necessary, if the standards are followed.

#### **Pools, Spas, & Portable Hot Tubs:**

The ACC must approve any installation, modification, or removal of a pool or spa. Applications to install must be submitted with a certified survey. Portable aboveground hot tubs may be placed on an approved screened-in patio without the approval of the ACC. Lighting of pool or other recreation area shall be placed so as not to infringe on a neighbor's property or create a visual or other nuisance. Filtration and heating equipment must be screened and placed so as to

keep noise levels from infringing on neighboring properties.

#### **Satellite Dishes:**

Satellite dishes must be located below the building roofline in the rear of the unit. They may not exceed eighteen inches (18") in diameter. A dish must be made of brushed metal OR match the color of the surface on which it is mounted. The ACC may also require screening with landscape materials. Dishes may not be installed in any location in which they may cause a safety hazard to residents or to contractors providing services to the Association. All satellite dishes are installed at the owners' risk, and damage to them or caused by them will be the owners' responsibility. No ACC approval is necessary, if the standards are followed.

#### **Hurricane Shutters:**

The ACC must approve any installation of hurricane shutters. Only roll-up, accordion, or panel shutters are allowed. All permanently installed shutters and tracks must be white. Shutters must remain open unless a hurricane warning has been posted. Removal or opening of shutters must occur within seven (7) days of the lifting of the warning.

#### **Gutters:**

Replaced or repaired gutters must be painted to match the current gutter color or the Association-approved paint color. Downspouts must not concentrate water flow onto neighboring properties or common areas. Owners are responsible for the contractors who install their gutters and, if the gutters are improperly installed, they will be held responsible to pay for repair of damages caused to neighboring or common areas by improper installation or water flow. No ACC approval is necessary, if standards are followed.

#### **Exterior Patios:**

The ACC must approve any installation or modification of exterior patios. The maximum depth that an exterior patio may extend from the rear exterior wall of a unit is ten (10) feet, and patios may not be located within ten (10) feet of the rear perimeter wall or within twenty (20) feet of the edge of a lake. Patios must be professionally installed and neatly maintained. Acceptable patio materials are pavers, bricks, stone, outdoor stepping stones, or concrete slab with a decorative finish or tile covering. Patio coloring must be terracotta or sand-like. Wood decks and temporary, makeshift patios are not allowed.

#### **Screened Patio Extensions:**

The ACC must approve any installation or modification of screened enclosures. Screened enclosures may be extended only to cover an approved solid-concrete patio to a maximum depth of ten (10) feet from the rear exterior wall of the unit. Such enclosures should match the height of the original (under-roof) enclosure. Enclosures must be made of white aluminum with charcoal-gray screen. Screened enclosures not under the original roof may not have acrylic or glass walls or kick plates. The roof of an enclosure may be screened in a mansard or gable style or constructed of solid white aluminum panels.

#### **Landscaping Improvements:**

Residents may plant flowers and other plants of their choice within the existing landscape beds on their own properties. All such plantings must be maintained by the resident in a neat and attractive condition, free of weeds, and must be replaced or removed as necessary to maintain an attractive appearance. No invasive plants or trees are permitted. No vines, trellises, or artificial vegetation (e.g., silk plants) are permitted. However, owners are encouraged to use native plant materials.

The ACC must approve removal and/or replacement of large shrubs or trees, all new tree planting, and all changes to the shape and size of landscape bed areas. A landscape plan must be submitted that provides a detailed description of the type, quantity, and location of the plantings to be removed and of the revised or new beds, trees, shrubs, and bedding material. This plan should be accompanied by a property survey showing where the plants will be located in relation to the building and property lines. New landscape beds may not impede lawn-mowing - that is, there must be space for a riding mower to maneuver easily. The ACC will approve or disapprove applications based on impacts on the harmony and appearance of surrounding areas, as well as any burden that may be placed on the Association contractors who maintain the community.

Owners must maintain and replace owner-installed landscape materials. However, the Association reserves the right to remove ANY unkempt or dead landscaping anywhere within community, regardless of who installed it.

Residents may not plant anything in or remove anything from common areas without the written approval of BOTH the ACC and the BOD.

#### **Rear Privacy Hedges:**

Privacy hedges may not exceed five (5) feet in height and may not extend more than ten (10) feet from the back of the unit. Such hedges must be maintained on all sides by the unit owner. No ACC approval is necessary, if the standards are followed.

#### **Signs:**

No signs may be posted on the exterior of any unit or on cars parked overnight in the community, with two exceptions: (1) A security-service sign provided by the security company that is no more than twelve inches by twelve inches (12" by 12") may be installed within ten (10) feet of any entrance to a unit. If placed outside the courtyard, the sign must be installed within an existing landscape bed. Signs must be replaced as needed due to weathering and must be neatly installed and stabilized to prevent listing. (2) One "For Sale" or "For Rent" sign no larger than twenty-four inches by twenty-four inches (24" by 24") may be placed in the interior of a unit's front window.

#### **Flags and Banners:**

One flagpole no taller than the building may be placed inside a unit's courtyard, OR one flagpole holder may be mounted at a reasonable height on the exterior of the unit. American flags may not exceed four-foot-six-inches by sixty inches (4'-1/2' by 6'); all other flags are limited in size to three feet by five feet (3' X 5'). One secondary garden banner is permissible, as long as it is located within an approved landscape bed area and is no larger than twelve inches by twelve inches (12" X 12"). Flags that are deemed by the ACC to be signs will not be permitted. Any flag that the ACC determines to be a visual detriment to the beauty or harmony of the community or inappropriate for placement within a family community will not be allowed. No ACC approval is necessary, if the standards are followed.

#### **Temporary Structures:**

No permanent outdoor game devices, play structures, or toys are allowed. Portable devices, structures, and toys may not be left outside when not in use and must be stored out of view from the street and all neighboring properties. The same standard applies to benches and other exterior furnishings that are not neatly located within patio or courtyard areas. Sheds and storage bins are not permitted anywhere in the community, including on patios or in courtyards.

**Exterior Furnishings, and Ornamental Items:**

A maximum of six (6) ornamental items, including statues, fountains, wall or yard art, bird houses, urns, items nailed to the structure or placed on the wall, etc. may be placed inside a unit's courtyard. Items that can be viewed from the street or neighboring properties may be disallowed if the ACC determines them to be a detriment to the community's beauty and/or harmony or inappropriate for placement within a family community.

In addition to the six items allowed within the courtyard, no more than two (2) decorative items (including garden banners) and no more than two (2) potted plants may be placed in the exterior yard, for a total of four items (two plus two). Potted plants may not exceed thirty-six inches (36", or 3 feet) in height nor twenty-four inches (24", or 2 feet) in diameter if they are visible from the street or neighboring properties. No exposed plastic nursery pots are allowed.

# The Regency Club Community Association at Fairway Isles

## Community Standards for Registration of Resident Vehicles and Gate-Access Devices Accepted by the BODrd of Directors on May 7, 2013

### Guidelines for Exterior Maintenance, Modifications, and HOA Approvals

This revised version of the Community Standards is intended to clarify and expand on certain standards set forth in the Association's Articles of Incorporation, Declaration, By-laws, and any amendments thereof. The standards contained in this document will be enforced by the Association's Arbitration Committee, as set forth in the named documents. Additional restrictions and/or guidelines may be provided at the discretion of the Arbitration Committee during individual hearings regarding violations of these standards.

The Association will provide a form to be filled out and signed prior to registration

### **Vehicle Registration**

All residents living within the community must register their personal vehicles with the Association when directed to do so from time to time by the BODrd of Directors (BOD). The first such registration must occur within one month of the purchase date or, for tenants, the first day of the lease. Any additional vehicle brought to the community by a resident must be registered with the Association within one month of its arrival. A permanent Association-provided permit sticker will be affixed to the interior, lower left-hand corner of each vehicle's windshield.

**All** residents must provide the following information at the time of registration:

- A valid state-issued ID showing each resident's current name and the community address; if the address on the ID does not reflect the community address, the resident must also provide a utility bill or other utility account record showing the name of the resident and community address.
- An up-to-date state-issued registration form for each vehicle being registered by the Association that shows the vehicle's year of production, model, and license-plate ("tag") number/lettering.
- The vehicle(s) being registered.

These documents must be presented to a member of the BOD or its designee for verification at the time of registration.

**Tenants** residing in the community must **also** provide a copy of the current lease agreement showing the names of the renters, the name and address of the owner of the unit in which they live, and the expiration date of the lease. Tenants who have not been approved by the Association may be denied vehicle permits.

Any vehicle not registered during the period established and posted by the BOD will be considered in violation of these standards, unless the resident owner of the vehicle notifies the BOD of the reason for non-compliance and makes specific arrangements to achieve compliance. Residents who have not complied with this standard must appear at a hearing before the

Arbitration Committee and are subject to a fine of \$100. Continued non-compliance will result in a subsequent fine of \$100 per day, up to a maximum of \$1,000.

### **Gate-Access Devices**

At the time of vehicle registration, residents must present all gate-access devices (cards and clickers) in their possession, including any that have been given to persons not residing in the community. The ID numbers of these devices will be recorded on the same form used for vehicle registration. To ensure that the gate-access system can accommodate all residents' devices, each household will be limited to a total of six (6) devices in any combination of cards and clickers.

Residents are responsible for replacing damaged or non-functioning devices that have been assigned to them. New devices are available from the Association.