

NOTICE

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Prepared by:
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ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR
KNIGHTSBRIDGE

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Restrictions and Easements for Knightsbridge, as described in Official Records Book 23532 at Page 55 of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 5 day of February, 2007, at _____, Broward County, Florida.

By: [Signature]


Print: PAUL A. JOHNSON

Attest: [Signature]

Print: ROBERT M. JOHNSON

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5 day of February, 2007 by Paul Johnson as President and Robert Johnson as Secretary of Knightsbridge Village Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 Eileen DeMatteis
Commission # DD502325
Expires: DEC. 28, 2009
Bonded Third Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

sign [Signature]

print EILEEN DEMATTEIS
State of Florida at Large

My Commission Expires:

AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR KNIGHTSBRIDGE

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

ARTICLE 14
GENERAL PROVISIONS

14.01. Enforcement. This Declaration, including the Articles, Bylaws and Rules, may be enforced by any Institutional Mortgagee, or Owner (including Declarant so long as it owns any portion of the Project) or the Association, and shall be subject to the following:

A. Breach of any of the covenants contained in this Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by Declarant, or the Association or any Institutional Mortgagee or Owner. Any judgment rendered in any action or proceeding to enforce this Declaration or the Bylaws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs. Notwithstanding anything to the contrary contained herein, and in addition to the foregoing and in clarification thereof, in the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles, the Bylaws and/or the Rules of the Association, and the Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys' fees so incurred from the Owner, regardless of whether litigation or administrative action is necessary for the enforcement. The costs and attorneys' fees so incurred shall be deemed to be a special assessment against the Lot and shall be collectible in the same fashion as any other assessment as provided in Article 7 hereunder.

. . .

**PUBLIC OFFERING STATEMENT
FOR
KNIGHTSBRIDGE**

THIS PUBLIC OFFERING STATEMENT CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A SINGLE FAMILY RESIDENCE IN KNIGHTSBRIDGE.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE PURCHASE AGREEMENT AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PUBLIC OFFERING STATEMENT AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

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EXHIBITS

1. Declaration of Covenants, Restrictions and Easements for Knightsbridge ("Declaration"), including all Exhibits attached thereto:

A - Legal Description of Project

B - Legal Description of Lots

C - Legal Description of Common Properties

D - Articles of Incorporation of Knightsbridge Homeowners Association, Inc. (the "Association")

E - Bylaws of the Association

Schedule A to Bylaws -- Rules and Regulations of the Association

VIII. Project Plan of Development.....

IX. Description of the Project.....

X. Legal Description of Buffer Areas

2. Estimated Operating Budget for the Association

3. Escrow Agreement

4. Management Agreement for the Association

5. Declaration of Restrictions and Protective Covenants for Parcel "C", Kensington (the "Master Declaration")

6. Receipt for Project Documents

(i)

PUBLIC OFFERING STATEMENT

-for-

KNIGHTSBRIDGE

MINTO COMMUNITIES, INC., a Florida corporation, its successors and assigns (hereinafter called the "Developer"), is pleased to provide to each prospective purchaser this Public Offering Statement for Knightsbridge (the "Offering"), as well as various Exhibits attached to this Offering (hereinafter collectively referred to as the "Project Documents"). The Project Documents contain various legal documents relating to the planned residential community called "Knightsbridge" (hereinafter referred to as the "Project"). This Offering is intended to acquaint a prospective purchaser with the plan of development of the Project, by assisting prospective purchasers in understanding the Project Documents. However, this Offering is not intended to be, and should not be considered as, a substitute for reading each such document.

I. PROJECT PLAN OF DEVELOPMENT.

A. The Project is site planned to permit construction of 134 residential dwelling units (the "Residences"). However, this number is not guaranteed and may change without notice. The Project will be comprised of single family detached patio homes, and will be constructed in two phases.

B. In order to implement the plan of development for the Project, the Declaration creates the Knightsbridge Homeowners Association, Inc. (the "Association"), which, among other duties, will be responsible for the administration, maintenance, repair and replacement of those common areas designated in the Declaration (Exhibit 1 hereto). The Declaration creates an "Architectural Review Committee," which regulates the permitted construction of improvements within the Project, as more fully described in Article 15 of the Declaration. All Owners of Residences shall be further governed by certain restrictions which are more fully set forth in the Master Declaration (Exhibit 5 hereto). Each Owner, upon obtaining title to his Residence, automatically becomes a member of the Association. The Association may be controlled by the Developer until all Residences within the Project have been conveyed to purchasers, but in no event later than January 1, 2020.

C. The Project will feature a recreation area described in the Project Documents as the Aquatic Club. Use of the Aquatic Club shall be reserved for the benefit of all Owners of Residences in the Project, and family members, tenants and guests; provided, however, each Owner shall be obligated to pay a portion of the operating expenses for the Aquatic Club, which will be administered by the Association.

D. The Aquatic Club will include a cabana/pool complex which is currently anticipated to contain the following facilities or other improvements with the following approximate square footages:

A swimming pool -	1,400
A pool deck -	2,900
A men's bathroom -	86
A women's bathroom -	104

E. The Aquatic Club is anticipated to be completed in conjunction with the completion of Phase 2 of the Project. In any event, the Aquatic Club is estimated to be completed by August 1, 1995, subject to extension for causes beyond the reasonable control of the Developer.

F. The Developer will purchase furnishings and equipment for the Aquatic Club at a cost of not less than \$2,000.00. The Developer will not be obligated to provide any facilities, equipment or furnishings not expressly described herein. The Developer disclaims any warranty or representation, express or implied, that the foregoing facilities, equipment and furnishings will be found sufficient by the owners for the management and operation of the Project. Any additional facilities or personal property shall be at the election and sole expense of the owners.

G. Fee simple title and permanent use rights to the Aquatic Club will be conveyed by the Developer, without charge, to the Association.

H. The location of the Aquatic Club is presently intended to be as shown on the site plan attached as an exhibit to the Declaration; however, such location is subject to change without notice.

II. DESCRIPTION OF THE PROJECT.

A. The Project, which is NOT a condominium, will be a residential community consisting of 134 detached, zero-lot line single family residences (the "Residences"). However, this number is not guaranteed and may change without notice. The actual plans and specifications of the Residences are available for inspection at the Developer's office upon request.

B. Subject to the provisions of the Declaration, the maintenance and operation of all common properties and portions of the private lots and Residences will be carried out by the Association. The Articles of Incorporation and Bylaws of the Association provide for the creation of the Association and the guidelines for internal workings and administration of the Association. The Declaration provides for certain property rights and easements, membership in the Association, required and

permitted services of the Association, assessments on Owners to fund the Association, lien rights of the Association on Owners' Residences to enforce payment of assessments, use restrictions on Owners and their Residences, and other provisions. THE DECLARATION CONTAINS MANY IMPORTANT RIGHTS AND OBLIGATIONS AND SHOULD BE READ AND UNDERSTOOD BY ALL PROSPECTIVE PURCHASERS.

C. The required services of the Association are fully described in Section 5.02 of the Declaration. These services shall include, without limitation, (i) painting of exterior walls, privacy walls, fences and trim of any improvements on any lot, and (ii) maintenance and care for landscaped areas and the irrigation system within the Project common areas, as well as the front yards of each lot, as more fully described in the Declaration.

D. Owners shall be responsible for maintaining the landscaping and irrigation system for the sides and rear of their respective lots (and any property between their rear lot line and any adjacent lake or canal, or any property between the Common Properties and the rear lot line through to and including the interior side of the rear hedge). Among other items, Owners shall be responsible for the maintenance of the roofs, windows, doors, screens, skylights (including the framing or casing of each), and any fencing constructed within each Residence.

E. Among the restrictions set forth in the Declaration, is that Residences may not be leased without the prior approval of the Association and will be subject to certain restrictions and limitations.

F. The Developer has the right to retain control of the Association after a majority of the Residences have been sold. The Developer may control the Association until the Developer no longer owns any portion of the Project, or until January 1, 2020, whichever is sooner.

III. BUDGET.

The estimated operating budget for the Association is attached hereto as Exhibit "5." This budget includes projected Owner assessments and Developer exemptions and should be carefully reviewed, including all supplementary notes. The Developer has guaranteed to each Owner that monthly assessments on each Residence will not exceed the amounts set forth in the attached budgets for the period through December 31, 1995. The assessments for each Residence will be equal, regardless of Lot size.

IV. MANAGEMENT.

There is to be a contract for the management of the Project, with the Association intending to contract with Minto Management Services, Inc. (the "Manager"). The Manager is an affiliate of the Developer and will receive compensation from the Association for its management services. The management agreement between the Manager and the Association is attached hereto as Exhibit "7."

V. CABLE T.V.

The Developer intends to enter into an agreement with Coral Springs Cable Television (the "Cable Company") which will allow Owners of Residences to purchase cable television service directly from the Cable Company. No specific time can be guaranteed by the Developer by which the Cable Company will be ready to commence offering cable television service; however, the Developer expects service to be available upon closing.

VI. MISCELLANEOUS.

Title to the Residences shall be conveyed subject to the lien of any and all assessments and assessment liens for bond issues or other debt for utilities, drainage or other improvements for the Project and other land in the area heretofore or hereafter levied and assessed against the Project that has heretofore been authorized or shall hereafter be authorized to be assessed against the Project.

VII. STREETS AND STREET LIGHTING.

Internal roads in the Project, as well as associated facilities and landscaping, will be conveyed by the Developer, without charge, to the Association, which shall have responsibility for the cost and performance of maintenance thereon. The Developer will cause street lights to be installed through a ten (10) year agreement with Florida Power & Light Company.

VIII. DEVELOPER.

The Project is a development of Minto Communities, Inc., a Florida corporation (previously defined as the "Developer"). The Developer and its affiliated companies have been active in the real estate development industry for the past 30 years and have been responsible for the development of more than 30,000 residences ranging from single family homes to highrise apartments. More recently, the Developer has developed (i) the "Township," a planned unit development comprised of over 5,000 residential dwelling units, located in Coconut Creek, Florida, (ii) "Platina," a master planned community in Boynton Beach which

is planned for approximately 1,150 dwelling units, (iii) "FountainSpring" a master planned community containing a total of 794 units, located in Plantation, Florida, and (iv) "Glen Walk," a single family home community containing a total of 173 homes in Coral Springs, Florida.

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
KNIGHTSBRIDGE**

Dated: _____, 1994

Prepared By:

Michael D. Joblove, Esq.
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Suite 3150
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Miami, Florida 33131-2311

DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR
KNIGHTSBRIDGE

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EXHIBITS

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- B - Legal Description of Lots
- C - Legal Description of Common Properties
- D - Articles of Incorporation
- E - Bylaws
- F - Project Plan
- G - Legal Description of Buffer Areas

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR
KNIGHTSBRIDGE**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR KNIGHTSBRIDGE ("Declaration") is made this ____ day of ____, 1994, by MINTO COMMUNITIES, INC., a Florida corporation, its successors and assigns (hereinafter referred to as the "Declarant"), and joined in by KNIGHTSBRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

R E C I T A L S:

A. Declarant owns certain real property located in Broward County, Florida (hereinafter defined as the "Project"), which is more particularly described on Exhibit "A" attached hereto, and is graphically described on the "Property Plan" (as hereinafter defined) attached hereto as Exhibit "F."

B. In order to provide for the orderly development and efficient operation of the Project and to maintain the values thereof, Declarant intends to develop the Project pursuant to a general plan, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Project as hereinafter set forth.

C. In connection with the foregoing, Declarant deems it desirable to create the Association, a corporation not for profit, under the laws of the State of Florida, to which certain rights, powers, duties and obligations for the Project have been delegated and assigned, including, without limitation, operation, administration, maintenance and repair of portions of the Project, including the "Common Properties," as hereinafter defined, and administering and enforcing the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Project shall be hereafter owned, used, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the covenants, restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Declaration as hereinafter set forth, which shall run with, benefit and burden all of the Project, and shall be binding on all parties having any right, title or interest in the Project, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

ARTICLE 1
DEFINITIONS

1.01. "Affiliate" shall mean and refer to any "Person" (as hereinafter defined) which, directly or indirectly, has any ownership interest in Declarant or in which Declarant has any ownership interest, directly or indirectly.

1.02. "Architectural Review Committee" or "ARC" or "Committee" shall mean and refer to the committee created pursuant to Section 15.01 hereof.

1.03. "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a copy of which is attached hereto as Exhibit "D," as such Articles may be amended from time to time.

1.04. "Assessment(s)" shall mean and refer to "Common Assessments," "Individual Assessments," and "Special Assessments" (as each is hereinafter defined) collectively, as the context may require.

1.05. "Association" shall mean and refer to Knightsbridge Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.06. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.07. "Buffer Areas" shall mean and refer to those portions of the Project which are declared as being Buffer Areas in this Declaration or in any "Supplemental Declaration" (as hereinafter defined), including, where the context requires or permits, any "Improvements" (as hereinafter defined) thereon. Declarant hereby declares the property described in Exhibit "G" attached hereto to be the initial Buffer Areas. The Buffer Areas shall be a part of the Common Properties as herein defined.

1.08. "Bylaws" shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "E," as the Bylaws may be amended from time to time.

1.09. "City" shall mean and refer to the City of Coral Springs, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.

1.10. "Common Assessment" shall mean and refer to the charge against all Owners and their "Lots" (as hereinafter defined), representing their proportionate share of the routine Common Expenses of the Association.

1.11. "Common Expenses" shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties, including reserves for the foregoing to the extent adopted as part of the Association's budget, as provided in the Bylaws, including, without limitation: (a) unpaid Assessments; (b) the costs of any and all commonly-metered utilities, cable or master television charges, if any, and other commonly-metered charges for the Common Properties; (c) costs of management, operation and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other agents, employees, or independent contractors; (d) costs of all gardening and other services benefiting the Common Properties, including all recreational facilities thereon, and portions of Lots, as described in Section 5.02 hereof; (e) costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering or connected with the Association or the Common Properties; (f) costs of bonding the members of the Board and the "Management Company" (as hereinafter defined); (g) taxes paid by the Association, including real property taxes for the Common Properties, if any; (h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; (i) costs required to be paid for landscaping and road maintenance required by the City; and (j) costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, the Association's rights or duties hereunder, and/or for the benefit of the Owners or the Project.

1.12. "Common Properties" shall mean and refer to those portions of the Project which are declared as being Common Properties in this Declaration or in any "Supplemental Declaration" (as hereinafter defined), including, where the context requires or permits, any "Improvements" (as hereinafter defined) thereon or any personal property owned by the Association and used or useful in connection with the operation of the Common Properties. Common Properties are for the common use and enjoyment of the Owners, subject to the rights hereunder of Declarant and others. Declarant hereby declares the property described in Exhibit "C" attached hereto to be the initial Common Properties, as well as the Buffer Areas described in Exhibit "G" to this Declaration.

1.13. "County" shall mean and refer to Broward County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

1.14. "Declarant" shall mean and refer to Minto Communities, Inc., a Florida corporation, presently having its principal place of business in Broward County, Florida, and any

assignee of Declarant's rights hereunder in accordance with Section 14.13 hereof.

1.15. "Declaration" shall mean this instrument, as it may be amended from time to time.

1.16. "Family" shall mean and refer to (i) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (ii) a group of not more than three (3) persons not so related who maintain a common household on a Lot.

1.17. "Guaranty Period" shall mean and refer to the period during which Declarant has guaranteed to fund deficits in the Association's operating budget, as described in Section 6.04 hereof.

1.18. "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Project, including, but not limited to, buildings, fixtures, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and exterior air-conditioning and water-softener fixtures or equipment, if any.

1.19. "Individual Assessment" shall mean and refer to a charge against one or more Owners and their Lots, directly attributable to such Owner(s)' failure to duly perform their obligations hereunder, and the Association's enforcement of this Declaration against such Owner(s) and/or Lot(s), as further described in Section 6.05 hereof.

1.20. "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Lot which was made in favor of Declarant, a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender. Institutional Mortgage shall also mean and include a mortgage held by (i) any lender having advanced funds to Declarant for the purpose of acquiring or developing the Project or (ii) the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration and Federal Housing Administration or any other agency of the United States of America holding, guarantying or issuing a first mortgage on a Lot.

1.21. "Institutional Mortgagee" shall mean and refer to the holder of any Institutional Mortgage.

1.22. "Lot" shall mean and refer to each separate parcel described on Exhibit "B" attached hereto, or any other property designated as a Lot in any Supplemental Declaration, together with any Improvements which may be constructed thereon.

1.23. "Management Company" shall mean and refer to the person, firm, or other entity employed by the Association as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations, or functions of the Association.

1.24. "Master Covenants" shall mean and refer to the Declaration of Restrictions and Protective Covenants for Parcel "C," Kensington, dated December 29, 1993, recorded on December 30, 1993, in Official Records Book 21584, at Page 0623 of the Public Records of the County, as amended from time to time.

1.25. "Members" shall mean and refer to any Persons who are entitled to membership in the Association, as provided in Article 3 hereof.

1.26. "Notice and Hearing" shall mean and refer to written notice and a public hearing before a tribunal appointed by the Board, at which the Owner charged with a particular offense shall have an opportunity to be heard in person or by counsel at such Owner's expense and as otherwise provided in the Bylaws.

1.27. "Owner" shall mean and refer to a record owner of any percentage of the fee simple interest in a Lot, including Declarant, but excluding those Persons having an interest in a Lot merely as security for the performance of an obligation. For purposes of Article 10 of this Declaration only, unless the context otherwise requires, the term Owner shall also include the Family, invitees, licensees, lessees and sublessees of any Owner, and any other permitted user or occupant of a Lot. If a Lot is owned by more than one Person, the term Owner shall mean each such Person, jointly and severally.

1.28. "Person" shall mean and refer to any of an individual, corporation, governmental agency, trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity with the legal right to hold title to real property.

1.29. "Phase 1" shall mean Lots 1-12, 15-33, and 35-134 as described on Exhibit "B" attached hereto.

1.30. "Phase 2" shall mean Lots 13, 14 and 34 as described on Exhibit "B" attached hereto.

1.31. "Project" shall mean and refer to that certain real property more particularly described on Exhibit "A" attached hereto, consisting of the "Residential Property," as hereinafter defined, and the Common Properties, as each may be amended in accordance with this Declaration.

1.32. "Property Plan" shall mean and refer to the graphic rendering of the Project attached hereto as Exhibit "F."

1.33. "Residential Property" shall mean and refer to all property within the Project which is not Common Properties, and which is not otherwise dedicated, restricted or limited for non-residential use. The initial Residential Property shall consist of the Lots described in Exhibit "B" attached hereto, as amended from time to time.

1.34. "Rules" shall mean and refer to the Rules and Regulations which are duly adopted by the Association from time to time.

1.35. "Special Assessment" shall mean and refer to a charge against all Owners and their Lots, representing their proportionate share of the cost incurred by the Association for: (i) reconstruction of any portion or portions of Improvements located on the Common Properties pursuant to the provisions of this Declaration; (ii) installation or construction of any capital Improvements on any portion of the Common Properties which the Association may from time to time authorize; or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay shortages in Common Expenses of the Association, after collections of Common Assessments, as further described in Section 6.06 hereof.

1.36. "Supplemental Declaration" shall mean and refer to any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration or for the purpose of declaring certain portions of the Project as Common Properties or as Residential Property.

The foregoing definitions shall be applicable to this Declaration, as amended from time to time, and also to any Supplemental Declaration, unless specifically stated to the contrary herein or therein.

ARTICLE 2

OWNER'S PROPERTY RIGHTS; EASEMENTS

2.01. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common

Properties, which shall be appurtenant to and shall pass with title to every Lot, subject to the following conditions:

A. The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties at any one time.

B. The right of the Association to establish Rules pertaining to the use of the Common Properties, including, but not limited to, the right and obligation of the Association to enforce all parking and other restrictions within the Common Properties.

C. The Common Properties shall not be used for "private events" (i.e., functions to which all Members are not invited and in good faith encouraged to attend).

D. The right of the Association, in accordance with the Articles, Bylaws and this Declaration, with the vote or written assent of Members entitled to cast two-thirds (2/3) of the votes of Members in the Association, to borrow money for the purpose of improving the Common Properties, in aid thereof, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.

E. The right of the Association to suspend the right of an Owner to use the Common Properties (except means of ingress and egress) for any Owner, except Declarant or an Affiliate, for: (i) any period during which any Assessment against an Owner's Lot remains unpaid and delinquent; and (ii) a period not to exceed thirty (30) days for any other single infraction of this Declaration or the Rules of the Association, provided that any suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after Notice and Hearing as provided in the Bylaws.

F. The right of the Association to dedicate, grant, release, convey, alienate or transfer all or any part of the Common Properties to any public agency, authority, utility or private party or entity. No such dedication, grant, release, conveyance, alienation or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3) of the votes of Members in the Association, except the granting of non-exclusive easements to public agencies or public utilities, including cable television, or for private purposes which do not materially adversely affect the rights of Owners to enjoy the Common Properties (as determined in the reasonable discretion of the Board), may be made by the Board without approval of the Members.

G. The right of Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, marketing, advertising, display, signs, access, construction, ingress, egress, exhibit and any other activities or purposes.

H. The right of the Association to construct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the provisions of this Declaration.

I. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties.

J. The rights of Florida National Properties, Inc., a Florida corporation, its successors and assigns, as declarant, as set forth in the Master Covenants.

K. The right of Declarant to grant such other easements over the Common Properties as Declarant deems appropriate (which easements shall be similarly granted by the Association).

Anything to the contrary herein notwithstanding, no action authorized in subparagraphs (A), (B), (C), (D), (F), (H) or (I) above shall be taken without the prior written consent of Declarant as long as Declarant owns any Lot.

2.02. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties and facilities to the members of the Owner's Family, in accordance with the Bylaws. Any Owner may so delegate such rights to the Owner's tenants who reside on the respective Lot, subject to the Rules and other reasonable regulations imposed by the Board. However, no such delegation shall relieve the Owner from any of his obligations hereunder.

2.03. Waiver of Use. No Owner may be exempt from personal liability for Assessments duly levied by the Association, or cause a release of the Lot owned by the Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Lot.

2.04. Title to the Common Properties. After all Improvements anticipated to be constructed in the Project have been constructed and conveyed to purchasers, or sooner at the option of Declarant, Declarant shall convey to the Association the fee simple title to the Common Properties and the Association shall accept said conveyance. Declarant, and thereafter the Association, shall hold title to the Common Properties for the

benefit of those Persons entitled to use same under the provisions hereof. Declarant may mortgage the Common Properties to finance the original development and construction thereof, provided that the Common Properties shall be free and clear of all mortgages at the time of conveyance to the Association, and the Association shall not be liable for payment of the debt secured by such mortgage(s).

2.05. Access. Declarant reserves unto itself, and its designees, Affiliates, and all Owners, including their respective tenants, invitees and Institutional Mortgagees, perpetual, non-exclusive easements of ingress and egress over and across any private streets and access ways constructed on the Common Properties from time to time.

2.06. Utilities. The Project shall be subject to such non-exclusive easements as may be determined in the sole discretion of Declarant for utilities, including, but not limited to, water, sewer, electric and cable television, as may be reasonably required to properly and adequately serve the Project or other portions of the Project as it exists from time to time. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Project and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof. Such easements shall survive any termination of this Declaration.

2.07. Declarant. Declarant hereby reserves such non-exclusive easements as are necessary (in Declarant's reasonable discretion) in order to exercise its rights hereunder and otherwise market and develop the Project. The Project shall be subject to any and all such easements deemed necessary by Declarant. Any easement rights created by this Declaration, generally or specifically, in favor of Declarant may be assigned by Declarant, partially or otherwise, without the consent or joinder of the Association or the Owners.

2.08. Service. Declarant hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant to service the Project, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation. Such easements shall survive any termination of this Declaration.

2.09. Lot Line Encroachments. Declarant may, upon receiving approval from the City of Coral Springs and any or other appropriate governmental entity, construct certain

dwelling and other Improvements on Lots which may overhang, or encroach upon, the boundary line between the Lot upon which said dwelling is located and an adjoining Lot. This may include, but is not limited to, the dwelling's exterior wall, roof overhangs, gutters or fences. In all such cases, said adjoining Lot shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching Improvements, including meter reading. As to each Lot, easements are granted to the adjoining Lot for the use and enjoyment of open space, landscaping, irrigation, paving, fencing, and related purposes over any off-set areas between the Lot line and the outside face of the building wall. Also as to each Lot, a non-exclusive drainage easement is granted for the area between the side Lot line and the outside face of the building (the offset area) together with four feet extending into the side yard of the adjacent Lot. In addition, the rear property of each such Lot shall be subject to a non-exclusive drainage easement, five foot in width centered on the property line (2½ feet either side of the rear property line). Landscaping, fencing, walls and utilities are allowed within these drainage easements as long as positive drainage is maintained.

As the nature of zero lot line dwelling construction and maintenance requires entry upon the yard areas of the adjoining dwelling for the purposes of constructing, maintaining and repairing those portions of the building and accessory privacy walls built adjacent to the common Lot line, and for the purposes of maintaining and utilizing any outdoor yard area which might lie between the outside face of the Lot line wall and the Lot property line, non-exclusive rights over the necessary portions of the adjacent yard areas are granted in favor of the adjoining Lot and its respective Owner and the Association for such purposes as may be applicable. However, no exercise of any such easement and appurtenant rights created pursuant to this Section 2.09 shall unreasonably interfere with the use of the Lot subject to same. Any easements and rights granted pursuant to this Section 2.09 shall survive any termination of this Declaration. Moreover, nothing herein shall be construed as granting easements or rights greater than those permitted by the City of Coral Springs.

2.10. Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Project as may reasonably be necessary for the Association to perform its services required and authorized hereunder. An easement is hereby granted in favor of the Association, including its agents, for purposes of (i) maintaining landscaped areas within the front

yards of each Lot, and (ii) irrigating any and all portions of each Lot pursuant to a common scheme which may be determined by the Association from time to time. An easement is hereby granted in favor of the Association, including its agents and contractors, over the area five feet in width along the "non-zero" Lot line and the rear Lot line of each Lot for drainage purposes. Furthermore, a non-exclusive easement is hereby granted in favor of the Association and its agents over the Buffer Areas for the purpose of maintaining landscaped areas therein.

2.11. Execution. If and to the extent that the creation of any of the easements described in this Article 2 requires the joinder of Owners, then Declarant may, by its duly authorized officers, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments required. The Owners, by the acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal agent or attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article 2 shall recite that it is made pursuant to this Article 2.

ARTICLE 3 MEMBERSHIP IN ASSOCIATION

3.01. Membership. Every Owner of a Lot, including Declarant, shall be a Member of the Association (hereinafter referred to as "Membership"). Membership in the Association, except for Membership of Declarant, shall be appurtenant to and may not be separated from the Lot. Except as to Declarant, ownership of a Lot shall be the sole qualification for Membership in the Association.

3.02. Co-Ownership of Lots. When more than one Person owns an interest in any Lot (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. All Co-Owners of each Lot shall designate in writing to the Secretary of the Association one of their number to so vote the interests of their Lot. Fractional votes shall not be allowed. The vote for each Lot shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated, the Lot shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interests of the Lot. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the obligations imposed upon the Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the Bylaws, shall be binding on all

Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration, and in the Articles and Bylaws (to the extent applicable). If a Lot is owned by a corporation or other entity, the individual entitled to vote for the Lot shall be designated by a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Association.

ARTICLE 4 VOTING RIGHTS

4.01. Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners including Declarant. Class A Members shall be entitled to one (1) vote, in accordance with the Bylaws, for each Lot they own.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote that all Class A Members are entitled to cast at any time, thus giving the Class B Member a 2/3 majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following:

(1) January 1, 2020 ; or

(2) the date on which Declarant ceases to own any portion of the Project; or

(3) termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership.

Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member.

4.02 Declarant Control of Board; Turnover. So long as there shall be a Class B membership as set forth in the Declaration, vesting voting control of the Association in Declarant, Declarant shall have the right to appoint and replace all Directors and Officers; provided, however, upon the sale and transfer by Declarant of twenty (20) Lots to Owners other than Declarant, the Members, other than Declarant, shall be entitled to elect, at a meeting of Members, one (1) Director to the Board. Upon the

election of such Director by Members other than Declarant, Declarant shall designate one of the three (3) Directors appointed by it to resign. This procedure is intended to give Members other than the Declarant a non-controlling minority voice in the operation of the Association so as to (i) allow direct input from non-Declarant Members and (ii) to promote the ability of non-Declarant Members to manage the Association, in anticipation of turnover.

ARTICLE 5 FUNCTIONS OF THE ASSOCIATION

5.01. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board; the Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.02. Required Services. In addition to those other responsibilities specified in the Articles or Bylaws, the Association shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

A. All painting and maintenance of the Common Properties, and all Improvements thereon, as and when deemed necessary by the Board.

B. Maintenance and care for landscaped areas and the irrigation system within the Common Properties and the Buffer Areas, as well as the front yards of each Lot. The Owner shall be responsible for the maintenance of the landscaping and irrigation system for the sides and rear portions of each Lot, together with any property from the rear Lot line to the edge of any adjacent water surfaces (e.g., lake or canal) and any property from the rear Lot line to the Common Properties, through to and including the interior side of the rear hedge. No Owner shall be permitted to move, alter, or otherwise modify, any of the irrigation facilities, whether located on Common Properties or any Lot, or the landscaping in the Buffer Areas, without the prior written consent of the Association in each case. Any alteration to the irrigation system must be performed by an Association approved party. Neither the Association nor Declarant shall at any time be liable for any loss or damage which may occur to any plants, trees, or similar landscaping, which the owner has installed on the Lot due to or caused by

insufficient irrigation to the Lot. The Board shall be entitled to determine, in its sole discretion and without notice to any Owner, the time of day or night that various portions of the Common Properties and the Lots will be irrigated.

C. Maintenance of any and all streets, roads, driveways, sidewalks, paths and entry features, road and Lot drainage, including curbs, gutters, storm sewers and swales, throughout the Common Properties which have not been dedicated to the public or any governmental body.

D. Payment of property taxes with respect to the Common Properties both prior to and after conveyance of same by Declarant to the Association. This provision for payment of taxes by the Association prior to conveyance of legal title is predicated upon the Members' use of and benefit from the Common Properties by virtue of easements created herein.

E. Operation of the Common Properties in accordance with the Rules and other standards adopted by the Board from time to time both prior to and after conveyance of same by Declarant to the Association.

F. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Project and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Project, or in the Articles or Bylaws.

G. Conducting business of the Association, including, but not limited to, administrative services such as legal, accounting and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events.

H. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.

I. Acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Association by Declarant.

J. Painting of the exterior walls, privacy walls, fences and trim of any Improvement on any Lot; however, the Association shall not be responsible for maintenance on any Lot (except pursuant to Section 5.02.B hereof), including the

roofs, windows, doors, screens, skylights, fencing or framing or casings of any of the foregoing.

5.03. Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

A. Lighting of roads, sidewalks, walks and paths throughout the Project;

B. Fire protection and prevention;

C. Garbage and trash collection and disposal;

D. Conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests, and invitees;

E. Protection and security, including, but not limited to, the employment of security guards within the Project and operation of a guardhouse. THE DECLARANT HAS ASSUMED NO RESPONSIBILITY TO PLAN, PROVIDE FOR, OR IMPLEMENT ANY KIND OF SECURITY MEASURES. MOREOVER, NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR INJURY, LOSS OR DAMAGE BY REASON OF THEIR FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. ALL OWNERS, INCLUDING THEIR FAMILIES, TENANTS, GUESTS AND INVITEES, ACKNOWLEDGE THAT NEITHER THE DECLARANT NOR THE ASSOCIATION, NOR ANY COMMITTEE ESTABLISHED BY EITHER, SHALL BE LIABLE FOR OR INSURE AGAINST ANY INJURY, LOSS OR DAMAGE SUFFERED BY ANY OWNER, INCLUDING THEIR FAMILY, TENANTS, GUESTS AND INVITEES. ALL OWNERS, INCLUDING THEIR FAMILIES, TENANTS, GUESTS AND INVITEES, ACKNOWLEDGE THAT NEITHER THE DECLARANT, NOR THE ASSOCIATION, REPRESENTS OR WARRANTS THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO THE DECLARANT'S GUIDELINES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. ALL OWNERS, INCLUDING THEIR FAMILIES, TENANTS, GUESTS AND INVITEES, ASSUME ALL RISK OF INJURY, LOSS OR DAMAGE SUFFERED OR CAUSED, WHETHER TO THEIR PERSON, OR LOTS (INCLUDING CONTENTS THEREOF) AND ACKNOWLEDGE THAT NEITHER DECLARANT NOR THE ASSOCIATION HAS MADE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, TO ANY OWNER, INCLUDING THE OWNER'S FAMILY, TENANTS, GUESTS AND INVITEES, CONCERNING ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO ANY FIRE OR

BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED
OR INSTALLED;

F. Maintenance of electronic and other surveillance devices;

G. Installation, operation and maintenance of cable television facilities or other communication systems throughout the Project;

H. Such other services as are authorized in the Articles or Bylaws;

I. Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to the Project to the extent such care would, in the reasonable determination of the Board, be beneficial to the Project and to the extent that the Association has been granted the right or been required to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;

J. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Project.

5.04. Actions by Association. Notwithstanding anything to the contrary herein, in the Articles, or in the By-Laws, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 7 hereof, (ii) collection of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 5.04, all expenses incurred shall be deemed Common Expenses. Provided, however, that notwithstanding anything herein to the contrary, neither Declarant nor its Affiliates shall be liable for the payment of any Assessments applicable to Lots they own which relate in any way to the payment of legal or other fees to persons or entities engaged for

the purpose of suing, or making, preparing or investigating possible claims against the Declarant or its Affiliates. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 5.04 may not be amended.

ARTICLE 6

COVENANT FOR ASSESSMENTS

6.01. Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Individual Assessments, and (3) Special Assessments, hereinafter collectively described as the "Assessments." All Assessments are to be imposed and collected as hereinafter provided. The obligation of each Lot and Owners thereof (except Declarant, Affiliates and Declarant and Affiliate-owned Lots) for its respective Assessments shall commence the day on which title to the Lot is conveyed by Declarant (or Affiliate) to the first purchaser thereof (other than an Affiliate) and shall be prorated from such date. Neither Declarant nor any Affiliates shall have the obligation to pay Common Assessments on models or sales offices during the Guaranty Period provided for in Section 6.04. After the expiration of the Guaranty Period, Declarant or any Affiliate will pay Common Assessments on models or sales offices they own, prorated from the expiration date of the Guaranty Period. Common Assessments will be due on models or sales offices completed after the expiration of the Guaranty Period, from the latter of the recording of this Declaration, or the issuance of a certificate of occupancy for the Lot, and shall be prorated from that date. In the event Declarant or any Affiliate offers for rent Lots they own, Common Assessments will be due on such Lots from the latter of the recording of this Declaration, or the issuance of a certificate of occupancy, and shall be prorated from that date. Common Assessments on any such rentals will be due both during and after the Guaranty Period. Neither Declarant nor any Affiliate shall be obligated to pay any Assessments on unbuilt or unsold Lots which are offered for sale.

All Assessments, together with interest, costs, late charges and reasonable attorneys' fees for the collection thereof, shall be a charge on each Lot (except for Declarant and Affiliate-owned Lots described above) and shall be a continuing lien thereon as more particularly described in Article 7 hereof. Each such Assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the

Assessment fell due. Subject to the provisions of this Declaration protecting Institutional Mortgagees, the personal obligation for delinquent Assessments shall be the joint and several obligation of such Owner and the successors-in-title to such Owner. The Association shall be entitled to take such actions and to expend such sums as are reasonably believed by it to be necessary for the protection of its lien as to particular Lots, and to add the full cost thereof to its claim for Assessments due.

6.02. Common Assessments. The Common Assessments levied by the Association shall be used exclusively to pay routine Common Expenses. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners and to reimburse Declarant for any start-up expenses advanced by Declarant.

6.03. Amount of Common Assessments; When Payable. At least ten (10) days prior to the beginning of each fiscal year (or within 30 days following recording of this Declaration for the balance of 1994), the Board of Directors shall prepare, adopt and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Association during the coming year in performing its functions under this Declaration. The annual Common Assessment for each Lot shall equal the amount of the estimated operating budget, as adopted pursuant to the Bylaws (less any surplus or plus any deficit from prior years), divided by the total number of Lots in the Project. From time to time during the fiscal year, the Board may modify the budget for the fiscal year and, upon written notice to Members, change the amount, frequency, or due dates of Common Assessments. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable in equal quarterly installments unless determined by the Board, from time to time, to be payable more or less frequently. The budget and Assessment procedure shall be further subject to the provisions of the Bylaws.

6.04. Declarant Guaranty of Assessments. Declarant hereby guarantees to each Owner that Common Assessments on each Lot through December 31, 1994 will not exceed \$90 per month. Such guaranty shall be in effect for the period from the date of recording hereof until December 31, 1995 (the "Guaranty Period"). However, Declarant shall have the right, in its sole discretion, to extend the Guaranty Period beyond December 31, 1995 on one or more occasions by written notice to the Association. Such notice shall specify the new expiration date for the Guaranty Period and the revised amount of the annualized Common Assessment guaranty.

If it has not already expired, the Guaranty Period shall automatically terminate on the date upon which Declarant shall cease to control the Association, as provided in Section 4.15 of the Bylaws. Declarant shall pay any amount of Common Expenses actually incurred during the Guaranty Period not produced by (a) Assessments at the guaranteed level receivable from Owners other than Declarant and Affiliates and (b) all other income of the Association of any kind whatsoever (including, but not limited to, interest, user fees, and income from vending machines) but excluding (i) reserves, to the extent adopted by the Board, (ii) any costs of reconstruction or repair due to casualty and not recovered as insurance proceeds, and (iii) Common Expenses which are made the subject of a Special Assessment. This Declaration is subject to any further limitations on the liability of Declarant for Assessments as are set forth in the Bylaws, including, without limitation, in paragraphs 5 and 9 thereof.

6.05. Individual Assessments. Any maintenance, repair, or replacement within the Project arising out of or caused by the willful or negligent act of an Owner, including the Owner's family, tenants, guests or invitees, shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Lot, to the extent proceeds of insurance are not collected with respect to such loss. Any maintenance, repair, or replacement within the Property arising out of or caused by an Owner's failure to comply with the Master Covenants (and the discharge of any lien or claim of lien arising in favor of the declarant under the Master Covenants as a result of such failure to comply) shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Lot. Additionally, any fine imposed by the Board in accordance with the Bylaws or other expense of the Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles, Bylaws, or Rules, shall be charged to such Owner and the Owner's respective Lot as an Individual Assessment. Neither Declarant nor its Affiliates, nor Lots owned by either, shall be liable for Individual Assessments.

6.06. Special Assessments. In addition to the Common and Individual Assessments authorized above, the Board may levy, in any fiscal year, in accordance with the Bylaws, a Special Assessment on a one time basis for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a structure or capital Improvement upon the Common Properties, including fixtures and personal property related thereto, or for defraying any other extraordinary Common Expense of the Association, including shortfalls in Common Assessments; provided that any such Special Assessment in excess

of Ten Thousand Dollars (\$10,000.00) shall require the consent of a majority of the votes of Members present and entitled to vote, in person or by proxy, at a duly called special or annual meeting of Members. Special Assessments are not covered by Declarant's guaranty of maximum Common Assessments set forth in Section 6.04 hereof. Neither Declarant nor its Affiliates, nor Lots owned by either, shall be liable for Special Assessments.

6.07. Notice for any Special Assessment. Written notice of any meeting of Members called for the purpose of authorizing a Special Assessment shall be sent to all Members not less than ten (10) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled, subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

6.08. Proportionate Share of Assessment. Common Assessments and Special Assessments provided for in this Article 6 shall be allocated and assessed equally among all Lots, except for Lots owned by Declarant or an Affiliate, to the extent permitted by this Article 6.

6.09. Financial Reports. Within ninety (90) days after control of the Association is turned over to Owners other than Declarant, Declarant shall cause to be prepared a balance sheet and operating statement reflecting income and expenditures of the Association for the period from the commencement of operations of the Association to turnover, which shall be audited by an independent certified public accountant. Within ninety (90) days following the end of each fiscal year after turnover, the Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the preceding fiscal year. The Board of Directors shall cause to be distributed a copy of each such statement to each Member, and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board. Such financial statements shall be, at a minimum, reviewed by an independent certified public accountant, and at the election of the Board, may be audited.

6.10. Assessment Roster and Notices. The Association shall maintain a roster of the amount of all Assessments against each Lot, which shall be calculated in accordance with this Article 6. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Association shall, upon reasonable request of any Owner, furnish to such Owner or any

prospective purchaser or the purchaser's mortgagee a certificate in writing signed by an officer of the Association setting forth the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee, shall be conclusive as to the information set forth therein.

6.11. Due Dates for Special or Individual Assessments. Any Individual Assessment or Special Assessment shall be payable within thirty (30) days after the Owner shall have been notified thereof, unless any such Assessment is deemed by the Association to be of an emergency nature, in which case such Assessment shall be payable within ten (10) days after notice thereof.

6.12. Working Capital Contribution. Upon the first conveyance of each Lot and completed residence to any Person, other than (i) an Affiliate, or (ii) an Institutional Mortgagee, acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing Owner shall pay to the Association a one-time, non-refundable sum equal to One Hundred Dollars (\$100.00), as a working capital contribution ("Contribution") to the Association. The Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Association will have funds available to advance utility deposits and start-up expenses, including insurance premiums.

ARTICLE 7 EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

7.01. Effect of Non-Payment of Assessments; Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Association. Such lien shall relate back to and be effective from the date hereof, and shall include all costs of collection, including reasonable attorneys' fees at all tribunal levels, late charges and interest as herein provided. Any installment of a Common Assessment, Individual Assessment, or Special Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or any greater interest which may be lawfully charged under any amendments to applicable law, or if no such rate is applicable, then at the rate of eighteen percent (18%) per annum computed from the due date until such payment is made. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be further required by the Board to pay a late charge equal to an

amount not greater than the amount of the unpaid installment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose its lien against the Lot of such Owner(s), or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Assessments for the then current fiscal year to be immediately due and payable without further demand and may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration.

Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees and costs incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner for the enforcement of its lien; next towards interest and late charges on any Assessments or other monies due to the Association, as provided herein, and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

7.02. Notice of Lien. No action shall be brought to foreclose the lien for Assessments herein created unless at least thirty (30) days has expired following the date a "Notice of Lien" is deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Lot (in the event that a Lot has Co-Owners, notice may be served solely upon the Co-Owner identified pursuant to Section 3.02 hereof) at the last address provided to the Association by such Owner, and a copy thereof has been recorded by the Association in the Public Records of the County. The Notice of Lien must recite a good and sufficient legal description of any such Lot, the record Owner thereof, the amount claimed (which may at the

Association's option include interest on the unpaid Assessment at the rate set forth in Section 7.01 hereof, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien and late charges), and the name and address of the Association as claimant. Such Notice of Lien shall be signed and acknowledged by a duly authorized officer or agent of the Association. Filing of the Notice of Lien shall not be a prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration, subject to the provisions of Section 7.03 hereof). The lien shall continue until fully paid or otherwise satisfied, and shall secure any and all Assessments, costs, charges, interest and reasonable attorneys' fees which accrue subsequent to filing the Notice of Lien.

7.03. Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage made in good faith and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any interest in any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the lien of such Assessments as to installments and other sums which became due prior to such sale or transfer. Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferees, but not as to the Owner of the Lot at the time the Assessments were due. However, no sale or transfer shall relieve the transferees of such Lot from liability for any installments of Assessments thereafter becoming due or from the lien therefor.

7.04. Foreclosure Sale. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through a duly authorized officer or agent, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

7.05. Curing of Default. Upon the timely curing of any default for which a Notice of Lien was filed by the Association but prior to a final judgment of foreclosure thereof (including payment of all delinquent principal, interest, late charges, attorneys' fees and costs of collection), a duly authorized officer or agent of the Association shall record an appropriate release of lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifty Dollars

(\$50.00), to cover the cost of preparing and recording such release.

7.06. Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law or in equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE 8

RIGHTS OF INSTITUTIONAL MORTGAGEES

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

A. any condemnation or casualty loss that affects either a material portion of the Project or any Lot or residence on a Lot encumbered by its Institutional Mortgage;

B. any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or residence on a Lot on which it holds the Institutional Mortgage;

C. a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. any proposed action which requires the consent of a specified percentage of Institutional Mortgagees.

8.02. Financial Statement. Any Institutional Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year, pursuant to Section 6.09 hereof.

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

8.04. Additional Lender Rights. In the event that any party which has financed the construction of the Project (the "Acquiring Party") acquires title to any Lot(s) owned by Declarant (or on which Declarant held a mortgage which was assigned to the Acquiring Party) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Declarant hereunder (and under the Articles of Incorporation, By-Laws and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles of Incorporation, By-Laws or Rules and Regulations), the Acquiring Party shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Declarant (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Declarant or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges (i) as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles of Incorporation, By-Laws or Rules and Regulations) and (ii) in its construction loan documents.

ARTICLE 9 MAINTENANCE AND REPAIR OBLIGATIONS

9.01. Maintenance Obligations of Owners. Except for the duty of the Association to provide for maintenance and other services as enunciated in Section 5.02 of this Declaration, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain in a neat, sanitary, and attractive condition, and to repair, replace and restore the Lot (and any property between the rear Lot line and any adjacent lake or canal, or between the rear Lot line and any Common Properties through to and including the interior side of the rear hedge), including all Improvements located thereon as may be subject to the Owner's control. The Owner's responsibility for maintenance of the Lot shall also include, the roof, windows, doors, screens, skylights, fencing, or the framing or casings of any of the foregoing. All landscaping shall be maintained in good, neat and living condition. No weeds, underbrush, dead or dying trees, or other unsightly growth shall be permitted to remain on any Lot, and no refuse, trash, junk, or other unsightly objects shall be

allowed to be placed or remain thereof (except for trash placed for normal trash pick-up no more than 24 hours prior to such scheduled pick-up). In the event that any portion of such Lot falls into disrepair or is not so maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or which otherwise violates this Declaration, the Association shall have the right, but not the duty, upon seven (7) days' prior written notice, to correct such condition and to enter upon such Lot to make such repairs or to perform such maintenance. The cost thereof shall be charged to the appropriate Owner and shall be an Individual Assessment as to the respective Lot. The Owner of such Lot shall pay promptly all amounts due for such work. Any costs and expenses of collection may be added, at the option of the Board of Directors, to the Individual Assessment.

9.02. Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, as well as portions of the Lots, as more fully described in Section 5.02 hereof. The maintenance obligations of the Association shall include all recreational facilities, commonly metered utilities, the interior and exterior of the recreation buildings, and any and all utility facilities and buildings or other structures situated on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine, in its sole judgment, to be appropriate.

ARTICLE 10 USE RESTRICTIONS

The Project shall be held, used and enjoyed subject to the following limitations and restrictions; provided, however, no such restrictions shall apply to Declarant or its Affiliates:

A. Owners shall store personal property within their dwelling or appropriate enclosures on their respective Lots.

B. No garbage cans, supplies, milk bottles, or other articles shall be placed on patios, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles, be shaken or hung from any exterior portion of any Lot. To provide a healthy

environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited ONLY in the areas and on the days designated by the Board. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

C. Automobiles, Commercial Vehicles and Boats - The use or storage of automobiles, commercial vehicles and boats shall be limited as follows:

(1) Permitted Vehicles. Any vehicle the state registration for which contains a designation of the type of vehicle as "Automobile" shall be presumed to be permitted hereunder. Passenger mini-vans and sports utility vehicles designed for passenger use, and without commercial lettering shall be permitted.

(2) Prohibited Vehicles and Boats. No truck, commercial vehicle, bus, mobile home, motor home, camper, trailer, recreational vehicle or similar vehicles may be parked overnight at the Project at any time unless totally enclosed in a garage and not visible from the outside. Prohibited vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or having print or some reference to any commercial undertaking or enterprise. Except as provided below, no boat, watercraft or boat trailer shall be stored on the Project unless totally enclosed in a garage and not visible from the outside.

(3) General Rules. No vehicles shall be repaired within the Project, except on an emergency basis. No truck or commercial vehicle of any kind shall be permitted to be parked on the Project for a period of more than four hours unless said vehicles are temporarily present and necessary in the actual construction or repair of Improvements or items therein. No vehicle shall be left within the Project for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. The Association may, but shall not be obligated to, designate certain portions of the Common Properties, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers.

Any such area designated pursuant to this subparagraph C may, in the sole and absolute discretion of the Association, be terminated from such use without cause. The Association shall have the authority to formulate appropriate Rules concerning the use of any such parking/storage area, including reasonable charges therefor.

D. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

E. Employees of the Owners may not gather or lounge in the Common Properties.

F. No Owner shall make or permit to be made by his family, tenants, invitees, employees, agents, visitors, and licensees, any disturbing noises, nor do or permit to be done by such persons anything that will interfere with the reasonable rights, comforts or conveniences of other Owners. No Owner shall unreasonably play or allow to be played any musical instrument or operate or allow to be operated, a phonograph, television, radio or sound amplifier, on the Owner's Lot in such a manner as to disturb or annoy other Owners.

G. No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No antenna or aerial may be erected or installed anywhere in the Project without the written consent of the Committee.

H. No sign, advertisement, notice or other lettering (except Lot addresses and Owner's names in front of Lots) shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Project without the written consent of the Committee. The Committee shall have the right to prohibit any signs offering property for sale or rent, or limit the size or placement of such sign.

I. Each Owner who plans to be absent from his Lot during the hurricane season shall prepare his Lot prior to his departure by:

(1) Removing all furniture, plants and other movable objects from his porch, terrace, patio, or elsewhere on his Lot, where appropriate; and

(2) Designating a responsible firm or individual to care for his Lot should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

J. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved by the Committee.

K. No Owner shall cause any garage on his Lot to be enclosed, converted, or otherwise remodeled to allow for residential occupancy.

L. Fences, other than any provided by Declarant, shall not be erected, removed or maintained upon the Residential Property, except as permitted by the Committee.

M. Pets and Animals. Only pets belonging to Owners (or those occupying Lots through the authority of Owners) will be allowed within the Project, subject to the following further restrictions:

(1) Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by the Association in its sole discretion. All animals shall be contained at the Lot and shall not be permitted to roam free, or to otherwise disturb the peace of other Owners;

(2) Swine, goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals, pitbulls, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Association in its sole discretion;

(3) No animal breeding or sales as a business shall be permitted at the Project;

(4) No pet shall be permitted outside a Lot except on a leash or in an enclosed rear yard;

(5) No pets shall be allowed to constitute a nuisance;

(6) Each Owner shall promptly remove and properly dispose of any solid waste matter deposited by his pet; and

(7) The Board of Directors shall have the right to promulgate Rules further restricting the keeping of pets.

N. In case of any emergency originating in or threatening any Lot, the Board or any individual authorized by it shall have the immediate right to enter any Lot for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Lot is present at the time of such emergency.

O. There shall be no solicitation by any person anywhere in the Project for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

P. Nothing shall be done by any Owner which would increase the rate for any insurance maintained by the Association.

Q. No outdoor clothes drying areas shall be permitted in the Project.

ARTICLE 11

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the Improvements on Common Properties shall be handled in the following manner:

A. In the event of damage to or destruction of Improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Improvements on Common Properties to be repaired and reconstructed substantially as they previously existed.

B. If the insurance proceeds are within Twenty-Five Thousand Dollars (\$25,000.00) or less of being sufficient to effect total restoration to the Improvements on the Common Properties, then the Association shall cause such Improvements on the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners and Lots and no consent of Owners shall be required as otherwise would be the case in the event of a Special Assessment over Twenty-Five Thousand Dollars (\$25,000.00). Declarant, Affiliates and Declarant and Affiliate-owned Lots shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof.

C. If the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000.00) to effect total restoration to the Improvements on the Common Properties, then the Members shall determine, by vote of two-thirds (2/3) of Member votes present in person or by proxy at a special meeting of the Members, duly called, whether (1) to rebuild and restore the Improvements on the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots, or (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (3) to not rebuild and to retain the available insurance proceeds. If a decision is made to rebuild in a manner which would result in a change in the Improvements such new plans must receive the written approval of the Board, which may pre-approve plans to be submitted to the Members at a special meeting of Members. Declarant, Affiliates and Declarant and Affiliate-owned Lots shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof. Any proposed changes in the Improvements must be submitted to and approved by the City or its appropriate review committee.

D. Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's Family, tenants, guests and invitees, both minor and adult. In addition, the Association shall have the right to charge such Owner an Individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Owner. In the case of Co-Owners of a Lot, defined in

Section 3.02 of this Declaration, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

ARTICLE 12

INSURANCE

12.01. Common Properties. The Association shall keep all buildings, structures, fixtures and other Improvements located on the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Except as otherwise provided herein, insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

12.02. Replacement or Repair of Project. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.

12.03. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

12.04. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverages, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage

arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa. Declarant's construction lender, if any, shall be named as an additional insured under such policy. The Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such directors' and officers' or errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board, any officers of the Association and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their offices, membership on the Board or any committee thereof.

ARTICLE 13

RENTAL RESTRICTION

13.01. Approval. Lots shall not be leased without the prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease be used, as approved by the Board. Any lease shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. No lease shall be for a period of less than six (6) months, and the proposed tenants shall consist of not more than two (2) persons per bedroom in any dwelling. Subleases of Lots are prohibited. Lots shall not be leased more than once in any six (6) month period. Notwithstanding the lease of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated. The Association must either approve or disapprove a lease within ten (10) days after the next Board meeting following submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Secretary or other authorized agent of the Association at the expense of the tenant. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed lease within the aforesaid period, the lease shall be deemed acceptable to the Association. The provisions of this

Article 13 shall not be applicable to Declarant or any Affiliate designated by Declarant. Notwithstanding anything herein or any Rule to the contrary, Declarant as well as any Person approved in writing by Declarant, shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Lots owned by Declarant or such Person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any Person, including the Association, being required. The provisions of this Section 13.01 may not be amended without the consent of Declarant.

13.02. Deposit. At the discretion of the Association, Owners wishing to lease their Lots shall be required to place in escrow with the Association a sum in the nature of a security deposit, as determined by the Association, which may be used by the Association to repair any damage to the Common Properties or other portions of the Project resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Association, shall be returned to the Owner within thirty (30) days after the Association has been advised in writing by the Owner that the tenant and all subsequent tenants have permanently vacated the Lot. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association because of tenant's violation of this Declaration or applicable Rules. The Association and the Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings must be instituted against such tenant for his eviction or for enforcement of this Declaration, with the Association having priority as to the full amount of its claim. Declarant and any of its Affiliates are exempt from the provisions of this Section 13.02 with respect to any Lots leased by Declarant or Affiliate.

ARTICLE 14 GENERAL PROVISIONS

14.01. Enforcement. This Declaration, including the Articles, Bylaws and Rules, may be enforced by any Institutional Mortgagee, or Owner (including Declarant so long as it owns any portion of the Project) or the Association, and shall be subject to the following:

A. Breach of any of the covenants contained in this Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by Declarant, or the Association or any Institutional Mortgagee or Owner. Any judgment rendered in any action or proceeding to enforce this Declaration or the Bylaws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

B. The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity with respect to nuisances, either public or private, shall be applicable and may be exercised by Declarant, or the Association or any Institutional Mortgagee or Owner.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Declarant, or the Association or any Institutional Mortgagee or Owner to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce any other covenants or the same covenant(s) thereafter.

14.02. Severability. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

14.03. Term. Subject to the amendment provisions of Section 14.05 hereof, this Declaration shall run with and bind the Project and shall inure to the benefit of and be enforceable by the Association, Declarant, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by 75% of the Members and 75% of the Institutional Mortgagees has been recorded terminating this Declaration. If terminated in any other manner while Declarant owns any portion of the Project, title to the Common Properties shall remain in Declarant. No prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties or any portion thereof.

Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court for the County, which Trustee shall sell the Common Properties free and clear of the provisions hereof, upon terms established by the Trustee and approved by the Court. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee in the sale, operation, maintenance, repair and upkeep of the Common Properties, including a Trustee's fee approved by the Court. The excess of proceeds, if any, shall be distributed among the Owners equally. Only those easements which state that they shall survive termination hereof shall so survive unless otherwise required under Florida law.

14.04. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities and Common Properties. The article and section headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. This Declaration shall be read as cumulative to and not in limitation of the Master Covenants. The Board shall be the ultimate interpreter of this Declaration and an opinion of counsel that any such interpretation is not unreasonable shall establish the validity of any such interpretation.

14.05. Amendments. This Declaration may only be amended (1) by the affirmative vote (at any duly called annual or special meeting of Members at which a quorum has been obtained) of Members holding not less than seventy-five percent (75%) of the votes of the Class A Membership present, and (so long as Declarant owns any portion of the Project) the affirmative vote of Declarant; or (2) so long as Declarant owns any portion of the Project, by act (with or without a meeting or notice) of Declarant alone. However, no amendment shall be permitted which has a material adverse affect upon rights of Declarant or an Institutional Mortgagee without the prior written consent of Declarant or such Institutional Mortgagee, as appropriate. Nothing contained herein shall affect the right of Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. This Section 14.05 may not be amended.

In the event any amendment is sought other than by Declarant, notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Members at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Members, the number of votes present, in person or by proxy at the meeting, the total number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records of the County. Amendments made by Declarant need be signed only by Declarant with no recitation of the items set forth immediately above.

14.06. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

14.07. Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Project shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such Person acquired an interest in such Lot or other property.

14.08. Notices. Any notice permitted or required to be delivered as provided herein shall (unless otherwise expressly set forth herein) be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address for such Person contained in the records of the Association. Such address may be changed from time to time by notice in writing to the Association.

14.09. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROJECT, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, OR IN CONNECTION WITH ANY SERVICES PERFORMED OR CONTRACTED FOR PURSUANT TO ARTICLE 5 HEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN WRITTEN DOCUMENTS DELIVERED BY DECLARANT TO ANY OWNER, AND (B) AS OTHERWISE REQUIRED BY LAW.

14.10. Declarant Exemption. Anything in this Declaration to the contrary notwithstanding, nothing herein shall be construed to prevent, limit, or impair Declarant's right and ability to complete development of the Project in any manner determined by Declarant from time to time, including, but not limited to, Declarant's right to maintain models, gates, sales and leasing offices, construction activities, promotional activities and signs.

14.11. Information. The Association shall make available for inspection to Owners and Institutional Mortgagees, upon request during normal business hours, current copies of this Declaration, the Articles, Bylaws, or any Rules concerning the Project, together with the books, records, and financial statements of the Association.

14.12. Voidability of Contracts. After the Association is no longer controlled by Declarant, it shall have the right at any time to cancel any contract, lease, or management agreement entered into by the Association while controlled by Declarant, which is exercisable without cause and without penalty at any time after transfer of control, and in accordance with the termination provision of any such contract, lease or management agreement.

14.13. Assignability of Declarant's Rights. The rights of Declarant under this Declaration, the Articles, and the Bylaws may be assigned any number of times, in whole or in any part, on an exclusive or non-exclusive basis by written instrument recorded in the Official Records of the County; provided, however, any such assignment to an Affiliate need not be so recorded. Any partial assignee shall not be deemed Declarant and shall have no rights other than those expressly assigned. No assignee shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned all of Declarant's rights and agrees to assume such liability.

14.14. Cable Television Rights of Declarant. Declarant shall have the right to grant exclusive or non-exclusive rights and easements over any portion of the Project to any one or more providers of cable television service. No such action shall be deemed a breach of fiduciary duty of Declarant or any member of

the Board. Each provider of cable television must be properly franchised prior to any grant or easement in its favor.

14.15. Extended Meaning of Declarant's Project. For purposes of this Declaration, the Articles and Bylaws, any property owned by or any mortgage held by any entity which has any ownership interest in Declarant or in which Declarant has any ownership interest, directly or indirectly, shall be deemed owned or held by Declarant.

14.16. Priority of Documents. The Master Covenants shall, in cases of conflict with the terms of this Declaration, be deemed prior and superior to this Declaration. In those instances of irreconcilable conflict among or between this Declaration and the Articles, Bylaws, or Rules (and in the absence of any express language indicating which document controls the particular subject matter), this Declaration shall be paramount, the Articles are next paramount, the Bylaws next paramount, and the Rules most subordinate.

ARTICLE 15 **ARCHITECTURAL CONTROL**

15.01. Members of the Committee

The Architectural Review Committee, sometimes referred to in this Declaration as the "ARC", or "Committee", shall initially consist of one person who shall be designated by Declarant from time to time, which number of Committee members may be increased by Declarant at any time. The Committee member appointed by Declarant shall hold office until the Class B membership ceases pursuant to Section 4.15 of the Bylaws. Thereafter, the Committee shall consist of three (3) members who shall be appointed by the Board from among the members of the Board and shall hold office until such time as they shall resign or be removed by the Board. Members of the Committee not appointed by Declarant may be removed by the Board at any time without cause.

15.02. Review of Proposed Construction

No Structure of any kind, including, but not limited to, a fence, wall or other addition, improvement, or equipment (including landscaping, antennas, awnings, flagpoles, garbage containers, oil and gas tanks, air conditioners, solar collectors shutters and awnings) shall be installed, painted, erected, removed or maintained within the Project, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall

approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Project and that the appearance of any Structure or other improvement affected thereby will be in harmony with surrounding Structures and improvements and is otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. Any approval of additional landscaping by the Committee may be made on the condition that such landscaping be maintained by and at the sole cost of the Owner of the affecting Dwelling Unit. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Dwelling Unit shall be further conditioned on compliance with City ordinances and the obtaining of applicable governmental approvals, if any.

15.03 Hurricane Shutters

Awnings and shutters or similar exterior appurtenances shall not be permitted or affixed to the exterior of the residence without the prior written approval of the Architectural Review Committee.

A. Permanent storm shutters: Permanent storm shutters may be either of the following:

1. accordion type colored to match the body paint of the building (or other approved color).

2. roll up type consisting of a roll box and slats colored to match the body paint of the building (or other approved color) positioned immediately above the window or door.

Permanent storm shutters may be closed only during official broadcast storm warnings and must be reopened within a reasonable period of time not to exceed two weeks after the storm has passed the area.

B. Temporary storm shutters: Temporary storm shutters shall not be stored on the exterior of the residence. All permanent tracks or affixtures shall match the color of the body paint of the building (or other approved color). Temporary storm shutters may be installed only during official broadcast storm warnings and must be removed within a reasonable period of time not to exceed two weeks after the storm has passed the area.

15.04. Meetings of the Committee

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties of the Committee on its behalf. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

15.05. No Waiver of Future Approvals

The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

15.06. Compensation for Members

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

15.07. Liability of the Committee

No member of the Committee (or Declarant or the Board which appointed them or any representative designated by the Committee) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any owner submitting plans hereunder by the submitting of

same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Committee members (and the Declarant and/or Board which appointed them and any representative designated by the Committee) harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the approval of any plans REGARDLESS OF THE NEGLIGENCE OF THE COMMITTEE MEMBERS, THEIR REPRESENTATIVE, OR APPOINTING ENTITY.

15.08. Inspection of Work

Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article 15, the applicant for such approval ("Applicant") shall give written notice of completion to the Committee.

B. Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such completed work. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

C. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon proper notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefor being hereby created), and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board may levy an Individual Assessment against such Applicant for reimbursement.

D. If for any reason the Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the

improvement shall be deemed to have been made in accordance with the approved plans.

15.09. Declarant's Exemption

Anything herein to the contrary notwithstanding, Declarant, Affiliates and all property owned by Declarant or Affiliates shall be exempt from the provisions of this Article 15. Declarant and Affiliates shall not be obligated to obtain Committee approval for any construction or changes in construction which Declarant may elect to make.

15.10. Florida National Properties

For the purpose of insuring the development of the Project as an area of high standards, Florida National Properties, Inc., a Florida corporation, its successors and assigns has the right to approve plans and specifications with respect to Improvements on the Project and other matters as set forth in the Master Covenants, which are hereby incorporated by this reference. Each Owner shall be responsible for obtaining such approvals in addition to any approvals of the Board or the Committee required hereunder and any necessary City and County approvals.

IN WITNESS WHEREOF, Declarant and the Association have caused this Declaration to be executed and sealed as of the date first written above.

Signed in the presence of: Declarant:

MINTO COMMUNITIES, INC.,
a Florida corporation

By: _____
Michael Greenberg, President

(Corporate Seal)

Joined by the Association:

KNIGHTSBRIDGE HOMEOWNERS
ASSOCIATION, INC., a Florida
corporation not for profit

By: _____
T. R. Beer, President

(Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 199_, by Michael Greenberg, as President of Minto Communities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

Notary Public
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____ 199_, by _____, as President of Knightsbridge Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.

Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF PROJECT

EXHIBIT "A"

"PROJECT"

A portion of Parcel "C", KENSINGTON, according to the plat thereof as recorded in Plat Book 146, Page 39 of the Public records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the southwest corner of said Parcel "C", said point being on the arc of a curve, at which a radial line bears South 83°28'55" East (bearings based on the record plat); thence northerly and northeasterly along the arc of said curve to the right, having a radius of 1584.02 feet and a central angle of 31°10'24", for 861.83 feet to a point of tangency; thence North 37°41'29" East for 230.85 feet; thence South 52°18'31" East for 42.00 feet; thence North 37°41'29" East for 36.00 feet; thence South 52°18'31" East for 213.39 feet to a point of curvature; thence southeasterly and easterly along the arc of a curve to the left, having a radius of 700.00 feet and a central angle of 48°00'54", for 586.61 feet to a point of reverse curvature; thence easterly, southeasterly and southerly along the arc of a curve to the right, having a radius of 50.00 feet and a central angle of 99°14'58", for 86.61 feet to a point of tangency; thence South 01°04'27" East for 673.82 feet; thence North 89°25'52" West for 1310.65 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida, and contain 21.821 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF LOTS

EXHIBIT "B"

Lots 1 through 134 as shown on Exhibit "F" being the Property Plan; being a portion of Parcel "C", KENSINGTON, according to the plat thereof, as recorded in Plat Book 146, Page 39 of the public records of Broward County, Florida.

EXHIBIT "C"

LEGAL DESCRIPTION OF COMMON PROPERTIES

EXHIBIT "C"

Common Properties

The Common Properties shall consist of Tract "A" (Roadway Tract) together with Tract "B" and Tract "C" all more particularly described as follows:

DESCRIPTION

TRACT "A" PRIVATE ROADWAY EASEMENT

PARCEL "C", KENSINGTON

A portion of Parcel "C", KENSINGTON, according to the plat thereof as recorded in Plat Book 146, Page 39 of the Public records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the southwest corner of said Parcel "C"; thence South 89°25'52" East (bearings based on record plat) along the south line of said Parcel "C" for 22.99 feet; thence North 09°36'04" East for 81.59 feet to the POINT OF BEGINNING, said point being a point of reverse curvature; thence northerly along the arc of a curve to the right, having a radius of 1559.02 feet and a central angle of 06°16'47", for 170.88 feet to a point of compound curvature; thence northerly and northeasterly along the arc of a curve to the right, having a radius of 218.00 feet and a central angle of 17°09'51", for 65.30 feet to a point of tangency; thence North 33°02'43" East for 192.02 feet to a point of curvature; thence northeasterly, northerly and northwesterly along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 95°22'33", for 41.62 feet to a point of tangency; thence North 62°19'54" West for 21.18 feet; thence South 71°33'56" West for 36.03 feet to a point on the arc of a curve at which a radial line bears South 64°32'14" East; thence northeasterly along the arc of said curve to the right, having a radius of 1584.02 feet and a central angle of 04°24'40", for 121.95 feet; thence South 15°07'34" East for 35.38 feet; thence South 62°19'54" East for 21.78 feet to a point of curvature; thence southeasterly, easterly, northeasterly and northerly along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 99°09'45", for 43.27 feet to a point of compound curvature; thence northerly along the arc of a curve to the left, having a radius of 182.00 feet and a central angle of 14°46'29", for 46.93 feet to a point of reverse curvature; thence northerly and northeasterly along the arc of a curve to the right, having a radius of 218.00 feet and a central angle of 32°23'55", for 123.27 feet to a point of compound curvature; thence northeasterly along the arc of a curve to the right, having a radius of 1559.02 feet and a central angle of 01°33'45", for 42.53 feet to a point of tangency; thence North 37°41'29" East for 86.85 feet to a point of curvature; thence northeasterly, easterly and southeasterly along the arc of a curve to the right, having a radius of 65.00 feet and a central angle of 90°00'00", for 102.10 feet to a point of tangency; thence South 52°18'31" East for 165.39 feet to a point of curvature; thence southeasterly and easterly along the arc of a curve to the left, having a radius of 815.00 feet and a central angle of 38°09'01", for 542.67 feet to a point of reverse curvature; thence easterly, southeasterly and southerly along the arc of a curve to the right, having a radius of 65.00 feet and a central angle of 89°23'05", for 101.40 feet to a point of tangency; thence South 01°04'27" East for 196.58 feet to a point of curvature; thence southerly along the arc of a curve to the left, having a radius of 130.00 feet and a central angle of 18°11'42", for 41.28 feet to a point of reverse curvature; thence southerly along the arc of a curve to the right, having a radius of 170.00 feet and a central angle of 18°11'42", for 53.99 feet to a point of tangency; thence South 01°04'27" East for 164.10 feet to a point of curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right, having a radius of 65.00 feet and a central angle of 91°38'35", for 103.97 feet to a point of tangency; thence North 89°25'52" West for 1047.39 feet to a point of curvature; thence westerly, northwesterly and northerly along the arc of a

curve to the right, having a radius of 61.00 feet and a central angle of $99^{\circ}01'56''$, for 105.43 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING FOUR (4) DESCRIBED PARCELS:

PARCEL 1

COMMENCING at the southwest corner of said Parcel "C"; thence South $89^{\circ}25'52''$ East for 59.44 feet; thence North $09^{\circ}36'04''$ East for 75.87 feet to the POINT OF BEGINNING, said point being a point of curvature; thence northerly along the arc of a curve to the right, having a radius of 1523.02 feet and a central angle of $06^{\circ}16'47''$, for 166.93 feet to a point of compound curvature; thence northerly and northeasterly along the arc of a curve to the right, having a radius of 182.00 feet and a central angle of $17^{\circ}09'51''$, for 54.52 feet to a point of tangency; thence North $33^{\circ}02'43''$ East for 202.35 feet to a point of curvature; thence northeasterly along the arc of a curve to the left, having a radius of 218.00 feet and a central angle of $05^{\circ}22'37''$, for 20.46 feet to a point of tangency; thence North $27^{\circ}40'06''$ East for 70.00 feet to a point of curvature; thence northeasterly and northerly along the arc of a curve to the left, having a radius of 218.00 feet and a central angle of $23^{\circ}56'17''$, for 91.08 feet to a point of reverse curvature; thence northerly and northeasterly along the arc of said curve to the right, having a radius of 182.00 feet and a central angle of $32^{\circ}23'55''$, for 102.91 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right, having a radius of 1523.02 feet and a central angle of $01^{\circ}33'45''$, for 41.54 feet to a point of tangency; thence North $37^{\circ}41'29''$ East for 86.85 feet to a point of curvature; thence northeasterly, easterly and southeasterly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $90^{\circ}00'00''$, for 39.27 feet to a point of tangency; thence South $52^{\circ}18'31''$ East for 169.39 feet to a point of curvature; thence southeasterly and easterly along the arc of a curve to the left, having a radius of 855.00 feet and a central angle of $38^{\circ}09'01''$, for 569.30 feet to a point of reverse curvature; thence easterly, southeasterly and southerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $89^{\circ}23'05''$, for 39.00 feet to a point of tangency; thence South $01^{\circ}04'27''$ East for 140.01 feet to a point of curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $90^{\circ}31'51''$, for 39.50 feet to a point of compound curvature; thence westerly and northwesterly along the arc of a curve to the right, having a radius of 1045.00 feet and a central angle of $32^{\circ}23'00''$, for 590.63 feet to a point of reverse curvature; thence northwesterly, westerly and southwesterly along the arc of a curve to the left, having a radius of 65.00 feet and a central angle of $99^{\circ}10'42''$, for 112.51 feet to a point of reverse curvature; thence southwesterly along the arc of a curve to the right, having a radius of 408.00 feet and a central angle of $05^{\circ}00'24''$, for 35.65 feet to a point of tangency; thence South $27^{\circ}40'06''$ West for 70.00 feet to a point of curvature; thence southwesterly along the arc of a curve to the right, having a radius of 408.00 feet and a central angle of $05^{\circ}22'37''$, for 38.29 feet to a point of tangency; thence South $33^{\circ}02'43''$ West for 166.30 feet to a point of curvature; thence southwesterly and southerly along the arc of a curve to the left, having a radius of 220.00 feet and a central angle of $18^{\circ}51'18''$, for 72.40 feet to a point of compound curvature; thence southerly along the arc of a curve to the left, having a radius of 1333.02 feet and a central angle of $03^{\circ}38'56''$, for 84.89 feet to a point of reverse curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $80^{\circ}01'39''$, for 34.92 feet to a point of tangency; thence North $89^{\circ}25'52''$ West for 141.94 feet to a point of curvature; thence westerly, northwesterly and northerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $99^{\circ}01'56''$, for 43.21 feet

to the POINT OF BEGINNING.

PARCEL 2

COMMENCING at the southwest corner of said Parcel "C"; thence South 09°46'00" East (along the south line of said Parcel "C") for 624.43 feet; thence North 11°15'26" East for 76.97 feet to the POINT OF BEGINNING, said point being a point of curvature; thence northerly along the arc of a curve to the right, having a radius of 1293.02 feet and a central angle of 02°55'59", for 66.19 feet to a point of compound curvature; thence northerly and northeasterly along the arc of a curve to the right, having a radius of 180.00 feet and a central angle of 18°51'18", for 59.23 feet to a point of tangency; thence North 33°02'43" East for 166.30 feet to a point of curvature; thence northeasterly along the arc of a curve to the left, having a radius of 448.00 feet and a central angle of 05°22'37", for 42.04 feet to a point of tangency; thence North 27°40'06" East for 70.00 feet to a point of curvature; thence northeasterly along the arc of a curve to the left, having a radius of 448.00 feet and a central angle of 05°00'24", for 39.15 feet to a point of reverse curvature; thence northeasterly, easterly and southeasterly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 99°10'42", for 43.27 feet to a point of reverse curvature; thence southeasterly and easterly along the arc of a curve to the left, having a radius of 1085.00 feet and a central angle of 22°18'01", for 422.30 feet to a point of reverse curvature; thence easterly, southeasterly and southerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 79°23'10", for 34.64 feet to a point of tangency; thence South 01°04'27" East for 241.27 feet to a point of curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 91°38'35", for 39.99 feet to a point of tangency; thence North 89°25'52" West for 120.05 feet to a point of curvature; thence westerly, northwesterly and northerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 88°21'25", for 38.55 feet to a point of tangency; thence North 01°04'27" West for 75.59 feet to a point of curvature; thence northerly, northwesterly and westerly along the arc of a curve to the left, having a radius of 65.00 feet and a central angle of 71°42'03", for 81.34 feet to a point of reverse curvature; thence westerly along the arc of a curve to the right, having a radius of 1255.00 feet and a central angle of 05°00'24", for 109.66 feet to a point of reverse curvature; thence westerly and southwesterly along the arc of a curve to the left, having a radius of 65.00 feet and a central angle of 79°11'10", for 89.83 feet to a point of tangency; thence South 33°02'43" West for 97.69 feet to a point of curvature; thence southwesterly and southerly along the arc of a curve to the left, having a radius of 220.00 feet and a central angle of 19°32'55", for 75.06 feet to a point of reverse curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 77°04'20", for 33.63 feet to a point of tangency; thence North 89°25'52" West for 122.41 feet to a point of curvature; thence westerly, northwesterly and northerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 100°41'18", for 43.93 feet to the POINT OF BEGINNING.

PARCEL 3

COMMENCING at the southwest corner of said Parcel "C"; thence South 26°28'09" East along the south line of said Parcel "C" for 689.68 feet; thence North 21°16'42" East for 85.36 feet to the POINT OF BEGINNING, said point being a point of curvature; thence northerly and northeasterly along the arc of a curve to the right, having a radius of 180.00 feet and a central

angle of $11^{\circ}46'02''$, for 36.97 feet to a point of tangency; thence North $33^{\circ}02'43''$ East for 97.69 feet to a point of curvature; thence northeasterly and easterly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $79^{\circ}11'10''$, for 34.55 feet to a point of reverse curvature; thence easterly along the arc of a curve to the left, having a radius of 1295.00 feet and a central angle of $05^{\circ}00'24''$, for 113.16 feet to a point of reverse curvature; thence easterly, southeasterly and southerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $71^{\circ}42'03''$, for 31.29 feet to a point of tangency; thence South $01^{\circ}04'27''$ East for 73.01 feet to a point of curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $91^{\circ}38'35''$, for 39.99 feet to a point of tangency; thence North $89^{\circ}25'52''$ West for 177.69 feet to a point of curvature; thence westerly, northwesterly and northerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $110^{\circ}42'34''$, for 48.31 feet to the POINT OF BEGINNING.

PARCEL 4

COMMENCING at the southwest corner of said Parcel "C"; thence South $52^{\circ}39'25''$ East along the south line of said Parcel "C" for 1026.12 feet; thence North $01^{\circ}04'27''$ West for 70.31 feet to the POINT OF BEGINNING; thence continue North $01^{\circ}04'27''$ West for 230.78 feet to a point of curvature; thence northerly, northeasterly and easterly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $95^{\circ}55'05''$, for 41.85 feet to a point of reverse curvature; thence easterly along the arc of a curve to the left, having a radius of 1085.00 feet and a central angle of $05^{\circ}34'47''$, for 105.66 feet to a point of reverse curvature; thence easterly, southeasterly and southerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $79^{\circ}46'58''$, for 34.81 feet to a point of reverse curvature; thence southerly along the arc of a curve to the left, having a radius of 170.00 feet and a central angle of $08^{\circ}18'59''$, for 24.68 feet to a point of reverse curvature; thence southerly along the arc of a curve to the right, having a radius of 130.00 feet and a central angle of $18^{\circ}11'42''$, for 41.28 feet to a point of tangency; thence South $01^{\circ}04'27''$ East for 168.10 feet to a point of curvature; thence southerly, southwesterly and westerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $91^{\circ}38'35''$, for 39.99 feet to a point of tangency; thence North $89^{\circ}25'52''$ West for 120.05 feet to a point of curvature; thence westerly, northwesterly and northerly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of $88^{\circ}21'25''$, for 38.55 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida, and contain 4.899 acres, more or less.

DESCRIPTION

TRACT "B" RECREATION AREA

PARCEL "C", KENSINGTON

A portion of Parcel "C", KENSINGTON, according to the plat thereof as recorded in Plat Book 146, Page 39 of the Public records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the southwest corner of said Parcel "C"; thence South $89^{\circ}25'52''$ East (bearing based on record plat) along the south line of said Parcel "C" for 59.44 feet; thence North $09^{\circ}36'04''$ East for 75.87 feet to a point of curvature; thence northerly along the arc of a curve to the right, having a radius of 1523.02 feet and a central angle of $06^{\circ}16'47''$, for 166.93 feet to a point of compound curvature; thence northerly and northeasterly along the arc of a curve to the right, having a radius of 182.00 feet and a central angle of $17^{\circ}09'51''$, for 54.52 feet to a point of tangency; thence North $33^{\circ}02'43''$ East for 198.88 feet to the POINT OF BEGINNING; thence North $33^{\circ}02'43''$ East for 3.47 feet to a point of curvature; thence northeasterly along the arc of a curve to the left, having a radius of 218.00 feet and a central angle of $05^{\circ}22'37''$, for 20.46 feet to a point of tangency; thence North $27^{\circ}40'06''$ East for 70.00 feet to a point of curvature; thence northeasterly and northerly along the arc of a curve to the left, having a radius of 218.00 feet and a central angle of $05^{\circ}56'06''$, for 22.58 feet; thence South $64^{\circ}20'36''$ East for 105.17 feet to a point on the arc of a curve at which a radial line bears North $66^{\circ}59'25''$ West; thence southwesterly along the arc of said curve to the right, having a radius of 323.00 feet and a central angle of $04^{\circ}39'31''$, for 26.26 feet to a point of tangency; thence South $27^{\circ}40'06''$ West for 70.00 feet to a point of curvature; thence southwesterly along the arc of a curve to the right, having a radius of 323.00 feet and a central angle of $05^{\circ}22'37''$, for 30.31 feet to a point of tangency; thence South $33^{\circ}02'43''$ West for 3.47 feet; thence North $56^{\circ}57'17''$ West for 105.00 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida, and contain 12944 square feet, more or less.

DESCRIPTION

TRACT "C" DRAINAGE EASEMENT

PARCEL "C", KENSINGTON

A portion of Parcel "C", KENSINGTON, according to the plat thereof as recorded in Plat Book 146, Page 39 of the Public records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the southeast corner of said Parcel "C"; thence North $01^{\circ}04'27''$ West (bearings based on record plat) along the east line of said Parcel "C" for 323.45 feet to the POINT OF BEGINNING; thence continue North $01^{\circ}04'27''$ West for 15.51 feet; thence South $88^{\circ}55'33''$ West for 115.00 feet; thence South $01^{\circ}04'27''$ East for 1.41 feet to a point of curvature; thence southerly along the arc of a curve to the left, having a radius of 130.00 feet and a central angle of $06^{\circ}13'28''$, for 14.12 feet; thence North $88^{\circ}55'33''$ East for 114.23 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida, and contain 1780 square feet, more or less.

EXHIBIT "D"

ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION
FOR
KNIGHTSBRIDGE HOMEOWNERS ASSOCIATION, INC.,
a Corporation Not for Profit**

The undersigned incorporators, by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be KNIGHTSBRIDGE HOMEOWNERS ASSOCIATION, INC. ("Association"), whose principal place of business and mailing address is 4400 W. Sample Road, Suite 200, Coconut Creek, Florida 33073-3450. These Articles of Incorporation shall hereinafter be referred to as the "Articles" and the Bylaws of the Association as the "Bylaws."

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity for operating, administering, managing, and maintaining a planned, residential community known as "Knightsbridge" (hereinafter called the "Project"), in accordance with the "Declaration" (defined in Article 3 below).

**ARTICLE 3
DEFINITIONS**

The terms used in these Articles shall each have the same definition and meaning as those set forth in that certain Declaration of Covenants, Restrictions and Easements for Knightsbridge ("Declaration") to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 4
POWERS**

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of the State of Florida that

are not in conflict with the provisions of these Articles, the Declaration or the Bylaws.

4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against Members, as Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Project, and other property acquired or leased by the Association.
- (d) To purchase insurance covering all of the Common Properties, or portions thereof, and insurance for the protection of the Association, its officers, Directors and Owners.
- (e) To make and amend reasonable Rules for the maintenance, conservation and use of the Project and for the health, comfort, safety and welfare of the Owners.
- (f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules concerning the use of the Project, subject, however, to the limitation regarding assessing Lots owned by Declarant for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or Bylaws.
- (g) To contract for the management and maintenance of the Project and to authorize a management agent (who may be an Affiliate of Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules, maintenance, repair and replacement of the Common Properties with funds as shall be made available by the Association for such purposes. The Association and its officers and Directors

shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Association.

- (i) To employ personnel to perform the services required for the proper operation of the Project.

- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of the Owners of the Project from time to time, including Declarant, as further described in the Declaration.
- 5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws; provided, however, Declarant shall also have additional votes in accordance with its Class B membership, as provided in the Declaration. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

- 5.4 Meetings. The Bylaws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATORS

The names and addresses of the incorporators of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Frank Langlois	4400 W. Sample Road Suite 200 Coconut Creek, Florida 33073-3450
Patrick Powers	4400 W. Sample Road Suite 200 Coconut Creek, Florida 33073-3450
T. R. Beer	4400 W. Sample Road Suite 200 Coconut Creek, Florida 33073-3450

ARTICLE 8
OFFICERS

Subject to the direction of the "Board," described in Article 9 below, the affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

<u>President</u>	T. R. Beer
<u>Vice President</u>	Frank Langlois
<u>Secretary/Treasurer</u>	Patrick Powers

ARTICLE 9
DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board of Directors (hereinafter referred to as the "Board of Directors" or "Board") consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required as provided in the Declaration.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.
- 9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:

Frank Langlois

Patrick Powers

T. R. Beer

ARTICLE 10
INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer, or agent of the Association, against reasonable expenses (including reasonable attorneys' fees and costs at all tribunal levels), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction

finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Association shall have no duty to indemnify any party described herein, for any settlement entered, unless the party has received Association approval for the settlement entered.

- 10.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding provided that the affected Director, officer, employee or agent agrees to repay such amount advanced by the Association, should it be ultimately determined that he is not entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article 10.

10.6 Amendment. Notwithstanding anything to the contrary stated herein, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 **BYLAWS**

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided for in the Bylaws and the Declaration. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE 12 **AMENDMENTS**

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

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the proposed amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 60% of the entire Board; or
- (b) after control of the Association is turned over to Owners other than Declarant, by not less than 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
- (c) after control of the Association is turned over to Owners other than Declarant, by not less than 100% of the entire Board; or
- (d) before control of the Association is turned over to Owners other than Declarant, by not less than 60% of the entire Board.

12.3 Limitation. No amendment shall make changes (i) in the qualifications for membership, (ii) in the voting rights or property rights of Members, or (iii) in any manner to Sections 4.3, 4.4 or 4.5 hereof, without the approval in writing of all Members and the joinder of all Institutional Mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Declarant, or any of its Affiliates, unless Declarant shall give its prior written consent to the amendment or join in the execution of the amendment. This Section 12.3 may not be amended without the consent of Declarant.

12.4 Declarant. Declarant may amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effected by Declarant alone) without any consent of Members.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

ARTICLE 13
PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this Association shall be at 4400 W. Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, or such other place as may subsequently be designated by the Board.

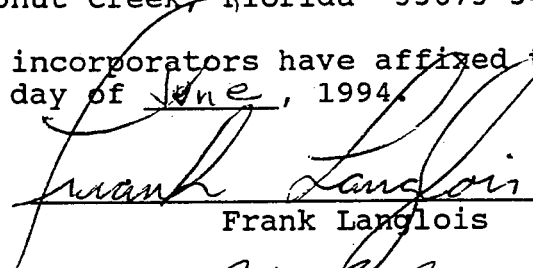
ARTICLE 14
CONVEYANCE

The Association shall accept any and all deeds and other instruments conveying real or personal property delivered to the Association by Declarant as provided in the Declaration.

ARTICLE 15
REGISTERED AGENT

The initial registered agent of the Association shall be Minto Communities, Inc. , Attn: Michael Greenberg, 4400 W. Sample Road, Suite 200, Coconut Creek, Florida 33073-3450.

IN WITNESS WHEREOF, the incorporators have affixed their signatures as of this 22nd day of June, 1994.



Frank Langlois



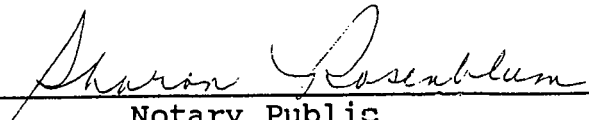
Patrick Powers



T. R. Beer

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of June, 1994 by Frank Langlois, who is personally known to me or who has produced drivers license as identification and who did take an oath.



Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT. 2, 1994
SHARON ROSENBLUM, Notary Public

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22
day of June, 1994 by Patrick Powers, who is personally known
to me or who has produced drivers license as identification and
who did take an oath.

Sharon Rosenblum
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COM. EXPI. OCT. 3, 1994
STATE DEPT. GENERAL REG. DIV.

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22
day of June, 1994 by T. R. Beer, who is personally known to me
or who has produced drivers license as identification and who
did take an oath.

Sharon Rosenblum
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COM. EXPI. OCT. 3, 1994
STATE DEPT. GENERAL REG. DIV.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED


In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Coconut Creek, County of Broward, State of Florida, the Corporation named in the said articles has named MINTO COMMUNITIES, INC. , Attn: MICHAEL GREENBERG, 4400 W. Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, we hereby accept the same and agree to act in this capacity, and acknowledge that we are familiar with and accept the obligations set forth in Florida Statutes Section 607.0505.

MINTO COMMUNITIES, INC.,
a Florida corporation

By



Michael Greenberg, President

Dated this 22 day of June, 1994.

EXHIBIT "E"

BYLAWS

**BYLAWS
OF
KNIGHTSBRIDGE HOMEOWNERS ASSOCIATION, INC.**

**A corporation not for profit
organized under the laws of the State of Florida**

1. Identity. These are the Bylaws of KNIGHTSBRIDGE HOMEOWNERS ASSOCIATION, INC. ("Association"), a corporation not for profit incorporated under the laws of the State of Florida, as duly adopted by its Board of Directors ("Board"). The Association has been organized for the purpose of administering a planned, residential community known as "Knightsbridge", located in Broward County, Florida (hereinafter called the "Project").
 - 1.1 Principal Office. The principal office of the Association shall initially be at 4400 W. Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, or at such other place as may be subsequently designated by the Board. All books and records of the Association shall be kept at its principal office.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall each have the same definition and meaning as those set forth in that certain Declaration of Covenants, Restrictions and Easements for Knightsbridge ("Declaration"), unless herein provided to the contrary, or unless the context otherwise requires. "Developer" shall have the same meaning as "Declarant" as set forth in the Declaration.
3. Members. The members of the Association ("Members") shall be as specified in the Articles and Declaration.
 - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or

as stated in the notice of the meeting sent to Owners in advance thereof.

3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the voting interests of Members. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special Members' meetings may be called by ten percent of the Members of the Association to recall a member or members of the Board of Directors or as provided in Section 9.1(a)(ii) hereof.

3.3 Notice of Meeting; Waiver of Notice. Written notice of a meeting of Members stating the time and place and an agenda for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be mailed or delivered to each Lot Owner at least 14 days prior to the meeting and shall be posted in a conspicuous place at the Property at least 48 hours preceding the meeting. The posting and making of the notice shall be effected not more than sixty (60) days, prior to the date of the meeting. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Members' Participation in Meetings. Members shall have the right to participate in meetings of Members with respect to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Member participation.

3.5 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast the minimum percentage of the

votes of Members permitted for a quorum by applicable law, or if no such minimum exists, then ten percent (10%) of the votes of Members. If voting rights of any Owner are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Owner shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.6 Voting.

- (a) Number of Votes. In any meeting of Members, Owners shall be entitled to cast one vote for each Lot owned by them. The vote of a Lot shall not be divisible. Additionally, the Developer, so long as it retains its Class B membership, shall have one vote, plus two votes for every vote then held by Owners (as more particularly described in the Declaration).
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Owners" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein, or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
- (c) Voting Member. If a Lot is owned by one Person, the right to vote shall be established by the roster of Members. If a Lot is owned by more than one Person, the individual entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person need not be an Owner, or one of the joint Owners. If a Lot is owned by a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an

appropriate officer or principal of the corporation or other entity and filed with the Secretary of the Association. Such person need not be an Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Owner(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Lot Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Lot vote.

3.7 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of

the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Lot Owners, but no person other than a designee of the Developer may hold more than fifty (50) proxies.

- 3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
 - (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Appointment of inspectors of election;
 - (h) Determination of number of Directors;
 - (i) Election of Directors;
 - (j) Unfinished business;
 - (k) New business;
 - (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.10 Minutes of Meeting. The minutes of all meetings of Lot Owners shall be kept in a book available for inspection by Lot Owners or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.11 Delinquent Owners. If any Assessment or portion thereof imposed against an Owner, other than the Developer, remains unpaid for thirty (30) days following its due date, such Owner's voting rights in the Association shall be automatically suspended until all past due Assessments and all other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

3.12 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

Directors

4. 4.1. Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3), nor more than nine (9) "Directors," the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership. Except for Directors appointed by the Developer, Directors shall be Lot Owners.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the votes represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Lot entitled to vote shall have a number of votes equal to the number of vacancies to be filled. No Lot may cast more than one vote for one candidate. There shall be no cumulative voting.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the Members may be removed by concurrence of a majority of the votes of the Members present (in person or by proxy) at a special meeting of Members called for that purpose at which a quorum has been attained. The vacancy in the Board so created shall be filled by the Members at the same meeting. The conveyance of all Lots owned by a Director in the Project or cessation of such Director's residency in the Project (other than appointees of the Developer) shall constitute the resignation of such Director.
- (c) Until a majority of the Directors are elected by the Members other than the Developer, no Directors named by the Developer shall be subject to removal by Members other than the Developer. Directors appointed by the Developer and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board results in there being no incumbent Directors, any Owner may apply to the Circuit Court within whose jurisdiction the Project lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association and post in a conspicuous place in the Project a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or fax, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Owners and notice of such meetings shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized at any such meeting.

- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of at least 60% of the Directors. Notice of the meeting shall be given personally by mail, telephone or fax, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Owners and notice of a special meeting shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized, at any such meeting.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;

- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Executive Committee; Other Committees. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Association during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Operating Expenses required for the affairs of the Association, (b) to determine the Assessments payable by the Owners to meet the Operating Expenses of the Association, (c) to adopt or amend any Rules covering the details of the operation and use of the Project, or (d) to exercise any of the powers set forth in paragraphs (g) and (r) of Section 5 below.

The Board may by resolution also create other committees, including, without limitation, an architectural review committee, a budget committee, a recreation committee, and a maintenance committee, and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable, subject to any limitations on Directors' rights to delegate authority as may exist under general corporate law.

4.15 Developer Control of Board; Turnover. So long as there shall be a Class B membership as set forth in the Declaration, vesting voting control of the Association

in the Developer, the Developer shall have the absolute right to appoint and replace all Directors and Officers provided, however, upon the sale and transfer by Developer of twenty (20) Lots to Owners other than the Developer, the Members, other than the Developer, shall be entitled to elect, at a meeting of Members, one (1) Director to the Board. Upon the election of such Director by Members other than the Developer, the Developer shall designate one of the three Directors appointed by it to resign. This procedure is intended to give Members other than the Developer a non-controlling minority voice in the operation of the Association so as to (i) allow direct input from non-Developer Members and (ii) to promote the ability of non-Developer Members to manage the Association, in anticipation of turnover.

The Developer shall turn over control of the Association to Owners other than the Developer upon termination of the Class B membership by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon the first to occur of the following: (i) January 1, 2020 ; or (ii) the date on which Developer ceases to own any portion of the Project; or (iii) termination of the Class B membership by resignation of all Developer-appointed Directors and delivery to the Secretary of the Association of a certificate, in recordable form, signed by Developer and stating that Developer elects to terminate the Class B Membership. Upon such turnover the Developer shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Owners other than the Developer (but not more than ninety (90) days after such event), the Developer shall deliver to the Association all property of the Owners and of the Association held or controlled by the Developer.

5. Board's Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through

the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Owners. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Properties and other property owned by the Association;
- (b) Determining the expenses required for the operation of the Association;
- (c) Collecting the Assessments for Operating Expenses of the Association from Owners;
- (d) Collecting Special Assessments from Owners;
- (e) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Properties and other property owned by the Association;
- (f) Adopting and amending Rules concerning the details of the operation and use of the Project and any property owned by the Association, subject to a right of the Owners to overrule the Board as provided in Section 13 hereof;
- (g) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor;
- (h) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee;
- (i) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee;
- (j) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association;
- (k) Settling or compromising claims of or against the Association in which all Owners have a common interest;
- (l) Obtaining and reviewing insurance for the Common Properties and other property owned by the Association;
- (m) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Lots on other property.

- (n) Making repairs, additions and improvements to, or alterations of, the Common Properties, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;
- (o) Enforcing obligations of the Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Project;
- (p) Levying fines against appropriate Owners for violations of the Declaration or Rules established by the Association to govern the conduct of such Owners;
- (q) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Properties or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of a least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$25,000.00. Notwithstanding the foregoing, the Board shall have the power, without such Owners' consent, to borrow, as may be necessary, in a sum not to exceed \$50,000.00, to restore the Improvements on Common Properties from damage or destruction where a shortfall of Insurance Proceeds necessitates such expenditure. Any loan obtained for the purpose of such restoration must be for a term of less than one year. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subparagraph (q) is not repaid by the Association, an Owner who pays to the creditor such portion thereof as his interest in the property owned by the Association bears to the interest of all the Owners in the property owned by the Association shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Lot. The Association shall take no action authorized in this subparagraph (q) without the prior written consent of the Developer as long as the Developer owns any Lots;
- (r) Contracting for the management and maintenance of the Common Properties or other property owned by the Association and authorizing a management agent (who may be an Affiliate of the Developer) to assist the Association in carrying out its powers and duties by

performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and maintenance, repair and replacement of the Common Properties or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Association;

- (s) At its discretion, authorizing use of portions of the Common Properties or other property owned by the Association for special events and gatherings and imposing reasonable user charges therefor;
- (t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit;
- (u) Contracting with and creating special taxing districts.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Except for officers appointed by the Board when controlled by the Developer, officers shall be Owners within the Project.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall

assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.15 hereof and by law.
7. Compensation. Neither Directors nor Officers shall receive compensation for their services as Directors or Officers.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer or cessation of such Director's or officer's residency in the Project (other than appointees of the Developer) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

- (a) Adoption by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Owners to meet the expenses of the Association, and allocate and assess such expenses among the Owners in accordance with the provisions of the Declaration.

The adoption of a budget for the Association by the Board shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget shall be mailed to each Owner not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to all of the Owners, provided that such Owners shall not have the right to participate, and need not be recognized, at such meeting.
- (ii) Special Membership Meeting. If a budget is adopted by the Board which requires Assessments against Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Owners, a special meeting of the Owners shall be held within thirty (30) days of delivery of such application to the Board. Each Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Owners shall consider and adopt a budget. The adoption of such budget shall require a majority of votes which are present at such meeting (in person or by proxy) at which a quorum is attained.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable

reserves made by the Board in respect of repair or replacement of the Common Properties or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Common Properties and all Special Assessments, including Individual Assessments against specific Owner(s).

(iv) Proviso. Anything herein to the contrary notwithstanding, prior to the date on which the Developer turns over control of the Association, the budget may be set by the Board without holding any meeting, giving notice thereof, or being subject to the 115% limitation set forth in Subsection 9.1(a)(ii) above.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association. If either such budget is adopted by a majority of the votes of Members present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

9.2 Common Assessments. Assessments against the Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

- 9.3 Individual Assessments. Charges by the Association against less than all Members for other than routine Operating Expenses, shall be payable in advance. These charges may be collected by Individual Assessment. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Common Properties or other Association property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.
- 9.4 Special Assessments. In the event the annual Common Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Common Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.
- 9.5 Depository. The depository of the Association shall be such bank(s), savings bank(s), savings and loan association(s), or similar lending institution(s) in the State of Florida as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.
- 9.6 Acceleration of Assessment Installments upon Default. If an Owner shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Owner as provided in Section 7.01 of the Declaration.
- 9.7 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for the Association funds in such amount as shall be determined by a majority of the Board.
- 9.8 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida,

according to practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Following the termination of the Class B membership in the Association, the Board shall, within ninety (90) days of the end of each fiscal year, make available to each Owner (and to any Institutional Mortgagee that has made written request) a complete annual statement of the Association's actual receipts and expenditures for the previous twelve (12) months, reviewed and certified by an independent certified public accountant. The report may be audited, at the election of the Board. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

The foregoing requirement for financial statements prepared by an independent certified public accountant shall not be amended without the consent of the Developer so long as the Developer owns any Lot in the Property.

- 9.9 Application of Payment. All payments made by an Owner shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.
- 9.10 Notice of Meetings. Notice of any meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.
- 9.11 Developer Exemption From Assessments for Lawsuits. Neither the Developer nor its Affiliates shall be liable for the payment of any Assessments applicable to Lots they own which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Developer or its Affiliates.
10. Roster of Unit Owners. The Association shall maintain current information regarding the title holders of all Lots. Such information shall be obtained by requiring each Owner to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.
12. Amendments. Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:
- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the

Board or by not less than one-third (1/3) of the votes of Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

- (a) at any time, by not less than a majority of the votes of all Members of the Association represented at a meeting at which a quorum has been attained and by not less than 60% of the entire Board; or
- (b) after control of the Association is turned over to Owners other than the Developer, by not less than 80% of the votes of the Members of the Association represented at a meeting at which a quorum has been attained; or
- (c) after control of the Association is turned over to Owners other than the Developer, by not less than 100% of the entire Board; or
- (d) before control of the Association is turned over to Owners other than the Developer, by not less than 60% of the entire Board.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or Institutional Mortgagees without the written consent of said Developer or Institutional Mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment to these Bylaws shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration or these Bylaws allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is signed as above set forth.

13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to Rules concerning the use and

operation of the Project, except that subsequent to the date control of the Board is turned over by the Developer to Owners other than the Developer, Owners of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any Rules. Copies of such Rules shall be furnished by the Board to each affected Owner not less than thirty (30) days prior to the effective date thereof. At no time may any Rule be adopted which would prejudice the rights reserved to the Developer.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
17. Indemnification of Officers and Directors. Subject to the further provisions of this paragraph, the Association shall indemnify and hold harmless all officers and Directors, and members of any committee appointed by the Board) (and members of a Tribunal, as provided in paragraph 18.3 hereof) past or incumbent, from and against all costs, claims, damages, reasonable expenses and liabilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the

indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

18. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the Rules adopted hereunder, and after written notice of such alleged failure is given to the Owner in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Owner's and his family's, guests' and tenants' right to the use of the Common Properties (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Owner. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$1,000.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. No fine under this section shall be assessable for delinquent Assessments. The failure of the Board to enforce the Rules, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any Rules adopted by the Association, before that Owner may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the Rules. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this paragraph 18 or require the notice and hearing provided for herein.

- 18.1 Written Complaint. A hearing to determine whether a right or privilege of an Owner or any of his family, guests, invitees, or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or

conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Owner or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the Rules which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

18.2 Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.

18.3 Tribunal. The President shall appoint a Tribunal of three Owners upon receipt of a written Complaint. No member of the Tribunal shall be a Director, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the President should make a good faith effort to avoid appointing any Owners who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the President shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Owner to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a

Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing.

18.4 Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least ten (10) days prior to the hearing.

18.5 Hearing.

- (a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.
- (b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.
- (c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
- (d) Neither the accusing Owner nor the allegedly defaulting Owner must be in attendance at the hearing. The hearing shall be open to attendance by all Owners. In rendering a decision, official

notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the Rules or the workings of the Association.

18.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Properties, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the Rules shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served and posted in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

The foregoing was adopted as the Bylaws of KNIGHTSBRIDGE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the ____ day of _____, 1994.

Approved:

President

Secretary

F:\WORK\MINTO\KENSINGT.ON\BYLAWS

EXHIBIT "F"

PROJECT PLAN

EXHIBIT "G"

LEGAL DESCRIPTION OF BUFFER AREAS

EXHIBIT "G"

LEGAL DESCRIPTION OF BUFFER AREAS

The Buffer Areas shall consist of Tracts "D" and "E", all more particularly described as follows:

DESCRIPTION

TRACT "D" LANDSCAPE BUFFER TRACT 1

PARCEL "C", KENSINGTON

A portion of Parcel "C", KENSINGTON, according to the plat thereof as recorded in Plat Book 146, Page 39 of the Public records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the southwest corner of said Parcel "C", said point being on the arc of a curve, at which a radial line bears South 83°28'55" East (bearings based on record plat); thence northerly and northeasterly along the arc of said curve to the right and along the west line of said Parcel "C", having a radius of 1584.02 feet and a central angle of 18°56'41", for 523.75 feet; thence North 71°33'56" East for 36.03 feet; thence South 62°19'54" East for 21.18 feet to a point of curvature; thence southeasterly, southerly and southwesterly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 95°22'33", for 41.62 feet to a point of tangency; thence South 33°02'43" West for 192.02 feet to a point of curvature; thence southwesterly and southerly along the arc of a curve to the left, having a radius of 218.00 feet and a central angle of 17°09'51", for 65.30 feet to a point of compound curvature; thence southerly along the arc of a curve to the left, having a radius of 1559.02 feet and a central angle of 06°16'47", for 170.88 feet to a point of compound curvature; thence southerly, southeasterly and easterly along the arc of a curve to the left, having a radius of 61.00 feet and a central angle of 99°01'56", for 105.43 feet to a point of tangency; thence South 89°25'52" East for 1047.39 feet; thence South 00°34'08" West for 10.00 feet to a point on the south line of said Parcel "C"; thence North 89°25'52" West along the south line of said Parcel "C" for 1143.43 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida, and contain 32452 square feet, more or less.

DESCRIPTION

TRACT "E" LANDSCAPE BUFFER TRACT 2

PARCEL "C", KENSINGTON

A portion of Parcel "C", KENSINGTON, according to the plat thereof as recorded in Plat Book 146, Page 39 of the Public records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the southwest corner of said Parcel "C", said point being on the the arc of a curve at which a radial line bears South 83°28'55" East (bearings based on record plat); thence northerly, and northeasterly along the arc of said curve to the right and along the west line of said Parcel "C", having a radius of 1584.02 feet and a central angle of 23°21'21", for 645.71 feet to the POINT OF BEGINNING; thence continue northeasterly along the arc of a curve to the right and along said west line, having a radius of 1584.02 feet and a central angle of 07°49'03", for 216.12 feet to a point of tangency; thence North 37°41'29" East along said west line for 230.85 feet; thence South 52°18'09" East for 25.00 feet; thence South 37°41'29" West for 230.85 feet to a point of curvature; thence southwesterly along the arc of a curve to the left, having a radius of 1559.02 feet and a central angle of 01°33'45", for 42.53 feet to a point of compound curvature; thence southwesterly and southerly along the arc of a curve to the left, having a radius of 218.00 feet and a central angle of 32°23'55", for 123.27 feet to a point of reverse curvature; thence southerly along the arc of a curve to the right, having a radius of 182.00 feet and a central angle of 14°46'29", for 46.93 feet to a point of compound curvature; thence southerly, southwesterly, westerly and northwesterly along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 99°09'45", for 43.27 feet to a point of tangency; thence North 62°19'54" West for 21.78 feet; thence North 15°07'34" West for 35.38 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida, and contain 15553 square feet, more or less.

EXHIBIT "2"

-to-

PUBLIC OFFERING STATEMENT

ESTIMATED OPERATING BUDGET
FOR THE ASSOCIATION

KNIGHTSBRIDGE HOMEOWNERS ASSOCIATION, INC.
INITIAL ESTIMATED ANNUAL OPERATING BUDGET

	Monthly	Annually	Footnotes
ANNUAL EXPENSES:			
Utilities:			
Electric - Irrigation Pump	\$275	\$3,300	
Electric - Street Lights	680	8,160	
Landscape Maintenance And Refurbishment	5,485	65,820	
Irrigation Maintenance	1,240	14,880	
Insurance	950	11,400	(6)
Management Fee	1,340	16,080	(7)
Recreation Facility Costs:			
Pool Maintenance and Repairs	500	6,000	
Janitorial Services	280	3,360	
Electric - Pool/Cabana	310	3,720	
Pool Heating - LP Gas	110	1,320	
Insurance	90	1,080	
Water and Sewer	80	960	
Reserves For Deferred Maintenance:			
Pavement Resurfacing	0	0	(8)
Roofing And Flashing	0	0	(8)
Exterior Painting	0	0	(8)
Legal And Audit	430	5,160	
Printing And Mailing	40	480	
Real Estate Taxes	0	0	
Contingency	250	3,000	
TOTAL	\$12,060	\$144,720	(3)

1994 Assessments	Monthly	Quarterly	Annually	
Homeowners	\$90.00	\$270.00	\$1,080.00	(1) (2) (5)

FOOTNOTES:

- (1) Per Article 6, Section .04 of the Declaration, The Developer has guaranteed that assessments thru December 1995 will not exceed the amounts shown hereon. Such guaranty is in effect until the earlier of (i) December 31, 1995 or (ii) the date the Developer turns over control of the Association (The "Guaranty Period"). Accordingly, during the Guaranty Period, the Declarant is exempt from the payment of any assessments on Developer owned units or lots.
- (2) Assessments are payable in advance on a quarterly basis.
- (3) These figures are based on estimated costs for 1994.
- (4) Monthly figures are 1/12 of the annual figures. Figures are rounded off to the nearest dollar.
- (5) This operating budget is based on the assumption that the Village is complete and that 134 residences are sharing costs and using services. To the extent that more or fewer than 134 residences share costs, the per unit cost would decrease or increase accordingly.
- (6) Insurance premiums cover general liability, umbrella liability, workers compensation and directors and officers liability.
- (7) The management fee is \$10 per residence per month based upon the total number of residences for which a certificate of occupancy has been issued at the end of the preceding month.
- (8) In future years, reserves for capital improvements and deferred maintenance may be collected.

EXHIBIT "3"

-to-

PUBLIC OFFERING STATEMENT

ESCROW AGREEMENT

NON-CONDOMINIUM ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of FEBRUARY, 1994, by and between Minto Communities, Inc., a Florida corporation (hereinafter "Minto"), and Barnett Banks Trust Company, N.A., a national banking corporation (hereinafter "Escrow Agent").

RECITALS

- A. Minto is the developer of certain tracts of land within a residential development known as "The Classics at Bear Lakes" located in West Palm Beach, Florida; and
- B. Minto desires to begin to take deposits for the purchase of residences in The Classics at Bear Lakes (collectively referred to as "Escrow Funds") pursuant to "Purchase Agreements" entered into between Minto and prospective purchasers (the "Purchasers"); and
- C. Minto desires to establish with Escrow Agent an "Escrow Account" to hold these deposits, and Escrow Agent is willing to act as escrow agent for such an account.

NOW, THEREFORE, in consideration of the premises, the sum of ten dollars each to the other in hand paid and the mutual promises contained herein, the parties do agree as follows:

Section 1. Appointment and Acceptance. Escrow Agent agrees to receive and hold deposits under the purchase agreements entered into between Minto and Purchasers (the "Purchase Agreements"). Escrow Agent agrees to be engaged by Minto and to perform the duties of Escrow Agent as described by the terms of this Escrow Agreement.

Section 2. Investment of Deposits. Escrow Agent shall invest all escrowed funds so as to earn interest in a manner complying with Section 501.1375, Florida Statutes, i.e., in the Emerald Treasury Fund.

Section 3. Beneficial Interest in Deposits.

- (a) The principal amount of each deposit shall be held by Escrow Agent for the benefit of Minto or Purchaser as their interests appear in the Purchase Agreements.
- (b) Interest from the deposits shall be held by Escrow Agent for the benefit of Minto and paid to Minto monthly. Any interest which may be due

and payable to Purchaser pursuant to any Purchase Agreement shall be the responsibility of Minto and shall be paid by Minto to the Purchaser.

Section 4. Delivery of Deposits and Agreements and Receipts. The Escrow Agent shall accept deposits in the form of a check payable or endorsed to Escrow Agent submitted with an executed "Escrow Deposit/Escrow Termination Notice" form, in the form of Exhibit A attached hereto.

Section 5. Recordkeeping. Escrow Agent shall keep good, accurate and current records of the funds held pursuant to this Agreement and shall provide Minto with a monthly statement of the status of such funds, which statement shall include the name of the Purchasers for whose benefit funds are held, the amount of the deposit being held for each of the Purchasers and the current balance of interest earned from the deposits, paid and unpaid, to Minto.

Section 6. Payment of Deposit. Payment of the principal amount of a deposit being held pursuant to a Purchase Agreement shall be paid by Escrow Agent as follows:

- (a) Such deposit shall be paid to the Purchaser under a Purchase Agreement and shall be sent to such Purchaser within five days after the receipt of an "Escrow Deposit/Escrow Termination Notice" form in the form of Exhibit A attached hereto, executed by Minto, indicating that the funds are to be released to such Purchaser;
- (b) If a Purchaser defaults in the performance of obligations under a Purchase Agreement, such Purchaser's deposit shall be paid to Minto, subject, however, to the Escrow Agent's prior receipt of the following documents:
 - 1. a copy of a notice of intent to withdraw escrowed funds sent by certified mail by Minto to the Purchaser at least 72 hours prior to the request for withdrawal;
 - 2. a copy of the receipt evidencing that Minto mailed the foregoing notice;
 - 3. an "Escrow Deposit/Escrow Termination Notice" form in the form of Exhibit A attached hereto, executed by Minto, indicating that the funds are to be released to Minto;

4. an affidavit in form acceptable to the Escrow Agent certifying that (a) the Purchaser is in default; (b) Minto is not in default, and (c) Minto has proceeded otherwise in accordance with the requirements of Sec. 501.1375, Florida Statutes and other applicable laws.
- (c) Such deposit shall be paid to Minto within five days of receipt of a "Release of Escrow Deposit" form in the form of Exhibit B attached hereto, executed by Minto, indicating that the applicable Purchase Agreement has been closed.
 - (d) The Escrow Agent shall at any time not covered by (a), (b) or (c) above make distribution of a Purchaser's deposit upon written direction duly executed by Minto and the Purchaser.

Section 7. Collected Funds: Collection of Items. Any check included in a deposit shall be collected by the Escrow Agent and the proceeds held as part of the deposit. No monies shall be disbursed by the Escrow Agent until and unless it has collected funds. The Escrow Agent may pay out monies held in escrow by its check. The Escrow Agent shall not be obligated to take any legal action to enforce payment of any item deposited with it in escrow.

Section 8. Termination. Upon delivery of the final payment hereunder, this Agreement shall terminate except as provided in Section 9 of this Agreement.

Section 9. Survival of Certain Provisions. The provisions of Sections 16, 17 and 18 of this Agreement shall remain in full force and effect for so long as the Escrow Agent may have any liability, notwithstanding anything to the contrary contained in this Agreement, including, but not limited to, the termination and resignation provisions contained in Sections 8 and 19 of this Agreement.

Section 10. Scope of Duties and Errors in Judgment. Without in any way limiting any other provision of this Agreement, it is expressly understood and agreed that the Escrow Agent shall be under no duty or obligation to give any notice, or to do or to omit the doing of any action or anything with respect to any deposit hereunder, other than to receive, hold, and make delivery of the deposits as herein provided or by reason of a judgment or order of a court of competent jurisdiction. The Escrow Agent shall not be liable for any error in judgment or any act or steps taken or permitted to be taken in good faith, or for any mistake of law or fact, or for anything it may do or refrain from doing in connection herewith, except for its own willful misconduct or

gross negligence.

Section 11. Limitation of Liability. Except as specifically provided in this Agreement, the Escrow Agent undertakes no duties at law or in equity, expressed or implied, to Minto or to any beneficiaries (intended or incidental) of this Agreement.

In no event shall the Escrow Agent be liable for loss of profits, indirect, special, consequential or other similar damages arising out of any breach of this Agreement or obligations under this Agreement.

Section 12. No Endorsement. By serving as Escrow Agent pursuant to this Agreement, Barnett Banks Trust Company, N.A. does not undertake to investigate the underlying transaction or otherwise attest to its propriety, legality, or quality and Barnett Banks Trust Company, N.A.'s participation as Escrow Agent should not be construed as an endorsement of the transaction.

Section 13. No Personal Liability. No stipulation, covenant, agreement or obligation ("Obligation") contained in this Agreement will be deemed or construed to be an Obligation of any present or future director, officer, employee or agent of the Escrow Agent, or any incorporator, director, officer, employee or agent of any successor to the Escrow Agent, in any person's individual capacity. No person in his/her individual capacity will be liable personally for any breach or nonobservance of or for any failure to perform, fulfill or comply with any Obligation, nor will any recourse be had for any claim based upon any Obligation, or on any Obligation, against any person, in his/her individual capacity, either directly or through the Escrow Agent or any successor to the Escrow Agent, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all liability of any person, in his/her individual capacity is expressly waived and released.

Section 14. Agents and Reliance on Opinions, Etc. The Escrow Agent may execute any of the powers granted under this Agreement and perform any of its duties by or through attorneys, agents, employees, accountants or other experts but will be answerable for the conduct of these parties in accordance with the standards provided in this Agreement and shall be entitled to act upon the opinion or advice of its counsel, accountant and other expert concerning all matters under this Agreement, and may in all cases pay compensation to all attorneys, agents, employees, accountants and other experts as may reasonably be employed in connection with this Agreement. The Escrow Agent may act upon an opinion of its counsel, accountant and other expert and shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion of counsel,

accountant or other expert.

Section 15. Knowledge and Sufficiency of Documents. The Escrow Agent shall not be bound by any agreement between Minto and any Purchaser, irrespective of whether Escrow Agent has knowledge of the existence of any such agreement or the terms and provisions thereof, Escrow Agent's only duty, liability and responsibility being to receive, hold and deliver the deposits as herein provided. Escrow Agent shall not be required in any way to determine the validity or sufficiency, whether in form or substance, of any deposit or of any instrument, document, certificate, statement or notice referred to in this Agreement or contemplated hereby, or the identity or authority of the persons executing the same, and it shall be sufficient if any writing purporting to be such instrument, document, certificate, statement or notice is delivered to the Escrow Agent and purports on its face to be correct in form and signed or otherwise executed by the party or parties required to sign or execute the same under this Agreement.

Section 16. Indemnity. Minto hereby agrees to indemnify and hold harmless the Escrow Agent from and against any and all losses, costs, expenses, damages, liabilities, claims, actions, suits, and judgments whatsoever (including, but not limited to, consequences arising in whole or in part from the negligence of the Escrow Agent or the alleged negligence of the Escrow Agent and including, among other things, court costs and reasonable attorney fees and paralegal fees incurred in connection therewith) which the Escrow Agent may incur (or which may be claimed or asserted against the Escrow Agent by any person or entity whatsoever), together with all reasonable expenses resulting from the compromise or defense of any such asserted claims or liabilities, whatsoever arising out of, from, as a result of, or in any manner in connection with the execution, delivery, consummation or performance by the Escrow Agent, of this Agreement; provided, however, that Minto shall not be required to indemnify the Escrow Agent for any claims, damages, losses, liabilities, costs or expenses to the extent caused by the willful misconduct or gross negligence of the Escrow Agent, as determined by a court of competent jurisdiction.

Section 17. Right of Interpleader. Should any controversy arise between or among Minto, any purchaser, or any other person, firm or entity, with respect to this Agreement, any deposit, or any part thereof, or the right of any party or other person to receive any deposit, or should Minto fail to designate another Escrow Agent as provided in Section 19 hereof, or if the Escrow Agent should be in doubt as to what action to take, the Escrow Agent shall have the right (but not the obligation) to (i) withhold delivery of such deposit until the controversy is resolved, the conflicting demands are withdrawn or its doubt is resolved, and, or (ii) institute a bill of interpleader in any

court of competent jurisdiction to determine the rights of the parties hereto (the right of the Escrow Agent to institute such bill of interpleader shall not, however, be deemed to modify the manner in which the Escrow Agent is entitled to make disbursements of such deposit as hereinabove set forth other than to tender the deposit into the registry of such court). Should a bill of interpleader be instituted, or should the Escrow Agent be threatened with litigation or become involved in litigation in any manner whatsoever on account of this Agreement or such deposit, then as between itself and the Escrow Agent, Minto hereby binds and obligates itself, and its successors and assigns to pay the Escrow Agent its reasonable attorney's fees and any and all other disbursements, expenses, losses, costs and damages of the Escrow Agent in connection with or resulting from such threatened or actual litigation.

Section 18. Escrow Agent Fees and Expenses. Minto agrees that it will pay the Escrow Agent its customary fees for acting as Escrow Agent under this Agreement as set forth in Exhibit C hereto, which Exhibit C is incorporated herein by reference as though fully set out herein, and that it will reimburse the Escrow Agent for all ordinary and necessary expenses incurred in carrying out the terms of this Agreement. Such fees and reimbursements of expenses shall be paid directly to the Escrow Agent promptly upon receipt of periodic invoices therefore. In the event the Escrow Agent is required by the terms of this Agreement or otherwise deems it necessary or advisable in fulfillment of its responsibilities hereunder to take actions beyond those which are routinely performed by escrow agents under similar escrow agreements, Minto also agrees that it will pay the Escrow Agent its reasonable fees for its services in such regard and that it will reimburse the Escrow Agent for its reasonable expenses incurred by the Escrow Agent in connection therewith. Such fees and reimbursements of expenses shall be paid directly to the Escrow Agent promptly upon receipt of invoices therefore.

Section 19. Resignation. The Escrow Agent may resign upon 10 days' prior written notice to Minto and, shall deliver the deposit to any designated substitute Escrow Agent selected by Minto. If Minto fails to designate a substitute Escrow Agent within 10 days, the Escrow Agent may, in its sole discretion and its sole option institute a bill of interpleader as contemplated by Section 17 hereof. Minto shall have the right upon thirty days written notice to replace the Escrow Agent with a successor escrow agent(s) named by Minto. Provided all sums then due the Escrow Agent shall have been paid, the Escrow Agent shall turn over to the successor escrow agent(s), all funds, documents, records and properties deposited with the Escrow Agent in connection herewith and shall have no further liability hereunder.

Section 20. Entire Agreement; Amendment. This Agreement

evidences the entire agreement between Minto and the Escrow Agent in connection with the subject matter hereof, and no other agreement entered into between or among Minto and any purchaser shall be considered or adopted or binding, in whole or in part, by or upon the Escrow Agent notwithstanding that any other such agreement may be deposited herewith or the Escrow Agent may have knowledge thereof. This Agreement may be amended only in writing signed by all the parties hereto.

Section 21. Notices. Any notice, instrument, or other communication required or permitted to be given by one of the parties hereto to the other under this Agreement shall be considered as properly given if duly reduced to writing and (i) delivered in person, or (ii) mailed by nationally recognized overnight courier, or (iii) sent by facsimile to the other party to the respective addresses set forth below (or such other address as may have been prior thereto specified by notice given as contemplated by this Section):

If to Minto:	Minto Communities, Inc. 4400 West Sample Road Suite 200 Coconut Creek, Florida 33073-3340 ATTN: Michael Greenberg Telephone: (305) 973-4490 Telecopy: (305) 974-7452
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If to Escrow Agent:	Barnett Banks Trust Company, N.A. 9200 Southside Boulevard Building 100 Post Office Box 40200 Jacksonville, Florida 32203-0200 Telephone: (904) 464-2009 Telecopy: (904) 464-2249
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Section 22. JURY WAIVER. MINTO AND THE ESCROW AGENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, OR IN THE COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THIS AGREEMENT.


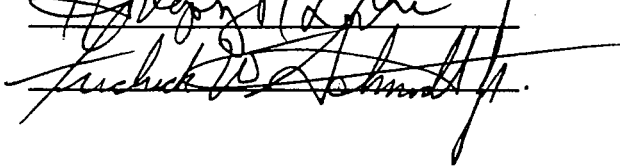
Section 23. Severability. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

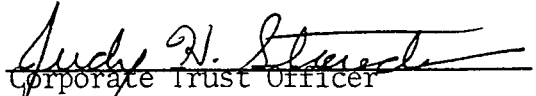
Section 24. Captions. Section headings and captions have been inserted for convenience only and do not in any way limit the provisions set out in the various Sections hereof.

Section 25. Choice of Laws; Cumulative Rights. This Agreement and all deposits hereunder shall be construed and regulated under and their validity and effect shall be determined by the laws of the State of Florida, including its conflict of law rules. All of the Escrow Agent's rights hereunder are cumulative of any other rights it may have by law or otherwise.

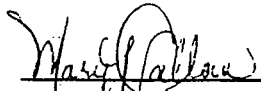
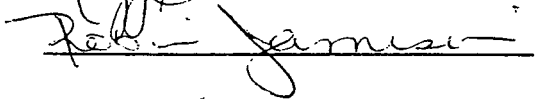
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first above written.

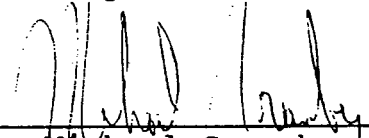
BARNETT BANKS TRUST COMPANY,
N.A., as Escrow Agent,

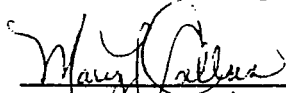
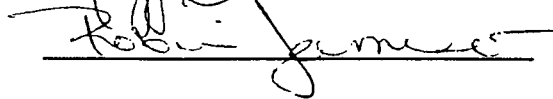



By: 
Corporate Trust Officer
Judy H. Staudermann

MINTO COMMUNITIES, INC., a
Florida corporation

By: 
Michael Greenberg
President

By: 
Frank Rodgers
Vice President

EXHIBIT A

MINTO COMMUNITIES INC.

ESCROW DEPOSIT/ESCROW TERMINATION NOTICE

NON-CONDOMINIUM ACCOUNT

ACCOUNT# 63AE82005

LOT # _____

PROJECT _____

CONTRACT DATE _____

Purchaser's Name _____

Purchaser's Address _____

Dollar Amount of Deposit _____

DEPOSIT FUNDS TO NEW _____ EXISTING _____ ACCOUNT
OR

RELEASE DEPOSIT FOR REASON INDICATED:

Cancellation _____

1. Close account and release funds to Purchaser at:

Purchaser address: _____

Default _____

2. Close account and release funds to Barnett Bank of Broward County, N.A.,
ABA#067 014 026 for credit to:

Minto Communities "General Fund" Account Number 387 112 0944

MINTO SIGNATURE: _____

BARNETT SIGNATURE: _____

DATE _____

EXHIBIT B

Minto Communities Inc.

RELEASE OF ESCROW DEPOSIT

TO: Barnett Bank Trust Company, N.A.
9000 Southside Boulevard
Building 100
Post Office Box 40200
Jacksonville, FL 32203-0200

ATTN: Judy Staudermann

Fax # (904) 464-22.49

From: Gold Coast Title Company
Fax # (407) 392-1990 Telephone # (407) 392-8686

Date: _____

PROJECT: _____

ACCOUNT#: 63AE82005

Lot#: _____

Purchaser's Name: _____

Property Address: _____

Dollar Amount of Deposit: _____

Closing Date: SEE CLOSING STATEMENT ATTACHED

Account Status: Close account and release funds to: Barnett Bank of Broward County,
N.A., ABA# 067 014 026 for credit to

Minto Communities "General Fund" Bank Account Number 387 112 0944

MINTO SIGNATURE: _____

BARNETT SIGNATURE: _____

REQUEST FOR ESCROW-AGENT SERVICES
MINTO COMMUNITIES, INC.

Acceptances Fee:	\$0
Annual Administration Fee:	\$2,000 Per Account
Transaction Charge:	\$15/Transaction
Legal Fees:	At Cost
Out-of-Pocket Expenses:	At Cost

Services not specifically described in this schedule will be billed at cost and would include postage, wire transfers, stationary, advertising default administration, and other costs which it incurs in the administration of its duties. We expect these expenses to be minimal.



AMENDMENT TO NON-CONDOMINIUM ESCROW AGREEMENT


This amendment, executed June 1, 1994, by and among Minto Communities, Inc., a Florida corporation (hereinafter "Minto"), and Barnett Banks Trust Company, N.A., a national banking corporation (hereinafter "Escrow Agent") as follows:

RECITALS:

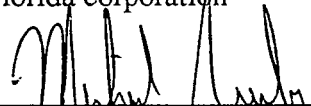
- A. On February 4, 1994, Minto entered into an Escrow Agreement as developer for certain tracts of land within a residential development known as "The Classics at Bear Lakes Homeowners Association, Inc.".
- B. Minto desires to add as developer for a certain tract of land within a residential development known as "Knightsbridge Homeowners Association, Inc.".
- C. In all other respects, the terms and provisions of the Escrow Deposit agreement dated February 4, 1994 remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date first above written.

BARNETT BANKS TRUST COMPANY N.A.
as Escrow Agent,


By: Judy H. Staudermann
Corporate Trust Officer

MINTO COMMUNITIES, INC.,
a Florida corporation


Michael Greenberg, President

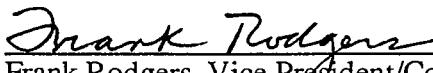

Frank Rodgers, Vice President/Controller

EXHIBIT "4"

-to-

PUBLIC OFFERING STATEMENT

MANAGEMENT AGREEMENT FOR THE ASSOCIATION

KNIGHTSBRIDGE MANAGEMENT AGREEMENT

This Agreement ("Agreement") is made this 22nd day of June, 1994, by and between KNIGHTSBRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"), and MINTO MANAGEMENT SERVICES, INC., a Florida corporation (hereinafter referred to as the "Manager").

R E C I T A L S:

A. The Association is the governing body for a group of single family residences within a community known as "Knightsbridge," located in the City of Coral Springs, Broward County, Florida (hereinafter called the "Project").

B. The Association desires to designate a managing agent for the Project.

C. The Manager is willing to act as managing agent for the Project upon the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Appointment: The Association hereby appoints the Manager and The Manager hereby accepts the appointment upon the terms and conditions provided for in this Agreement.

2. Performance: The management provided for herein shall be exclusively performed by the Manager subject to review, direction, control and supervision of the Association.

3. Term: The term of this Agreement shall commence on the date hereof and shall terminate on December 31, 1994 subject to any number of renewals which are agreed to in writing by the parties hereto.

4. Services of Manager: The Manager agrees to manage all of the Project, including property of the Association ("Association Property") on behalf of the Association in a diligent manner and to enter into such contracts and agreements as the Manager, on behalf of the Association, may deem necessary in the performance of the following powers and duties:

A. To hire, supervise, pay and discharge all personnel necessary to properly administer the Association and operate and maintain the Project, consistent with the approved budget. All such personnel shall be employees of the Association (not the Manager), and all compensation for the services of such employees shall be considered an expense of the Association. The

Manager may discharge with or without cause any such personnel hired pursuant to this Paragraph A.

B. To perform maintenance, repair, and replacement of the common areas of the Project, as set forth in the "Declaration of Covenants, Restrictions and Easements for Knightsbridge" ("Declaration"), including repairs and alterations to plumbing, electrical work, carpentry, painting, decorating, and all other incidental alterations or changes therein as may be proper. Ordinary repairs, replacements or alterations that are not budgeted for and approved by the Association shall be made only with the prior written approval of the Association, however, emergency repairs, immediately necessary for the preservation or safety of the Association Property or for the safety of owners, tenants or other persons, or required to avoid suspension of any necessary service in or about the Project, may be made by the Manager without the prior approval of the Association.

C. To assist the Association in causing all acts and things to be done in or about the Project as is necessary to comply with any and all orders or violations affecting the Project, placed thereon by any governmental authority having jurisdiction thereof.

D. To collect and receive in trust for the Association all monies payable to it pursuant to the Declaration, including the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of the Association, and to deposit same in one or more bank accounts selected by the Manager.

E. To bill unit owners for common expenses and use its best efforts to collect same. In this regard, the Association hereby authorizes the Manager to make demand for all regular and special assessments and other charges which may be due the Association. Collection procedures shall be through the United States Postal Service, and the Manager shall under no circumstances be required to engage in any form of personal collection procedure. The Manager is not authorized nor expected to file lawsuits in connection with the duties set forth in this Paragraph E.

F. To maintain all records on behalf of the Association incident to management of the Project by the Manager. Such records shall be sufficient to describe all expenses and receipts incident to management of the Project and the source thereof, which records need not be audited.

G. To specify duties and arrange for preparation of work schedules as may be necessary to direct the activities of the persons employed to work at the Project and to provide such

supervision as may be reasonably necessary in the Manager's opinion to verify the adequacy with which such duties and the work is being performed.

H. To arrange for the supply of all necessary services to the Project, including but not limited to, landscape maintenance, utility services, ordinary repairs, disposal of waste, and any supervision and maintenance necessary in connection with any services or facilities which are the obligation of the Association. Notwithstanding anything contained herein to the contrary, the Manager shall not be responsible for arranging the supply of any service necessary to only an individual residence or unit.

I. To assist the Association in maintaining, managing, supervising and directing any facilities operated by the Association, if any, for the use of its members; to enforce rules and regulations concerning the use thereof; and generally to do all things necessary and appropriate for the beneficial use of such facilities, subject to the direction of the Association.

J. To prepare and submit annually to the Association a recommended operating budget setting forth the anticipated income and expenses of the Project and the Association for the ensuing year, and to notify owners of the annual assessments of common expenses as determined by the Board of Directors of the Association, as more particularly set forth in the Bylaws of the Association. The Manager shall submit one or more supplemental budgets upon request of the Association, or whenever in the opinion of the Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so.

K. To solicit, analyze and compare bids and negotiate contracts for execution by the Association for the services of contractors for garbage and trash removal, vermin extermination and other services; assist the Association in purchasing all tools, equipment and supplies which shall be necessary to properly maintain and operate the Project; and make all other contracts and purchases in furtherance of the duties of the Manager as set forth herein.

L. To assist the Association in arranging for insurance coverages and any appraisals in connection therewith as may be required by the Declaration and Bylaws; provided, however, that the Manager shall not be liable for any claim which is due for the failure to maintain adequate insurance. The Association shall authorize Manager to arrange for comprehensive liability insurance on the Project with limits established by the Board of Directors, and further agrees that Manager shall be named as an insured party along with the Association as their interests may appear in any such policy or policies which shall also provide protection against any claims for personal injury,

death, or property damage or loss for which either the Association or the Manager might be held liable as a result of their respective obligations. The Association further agrees, if so requested by Manager, to provide the Manager with a certificate of insurance concerning any policy which shall include an undertaking that the insurer will provide the Manager with at least TEN (10) DAYS prior written notice of cancellation or any material change in the provisions of any such policy.

M. To take whatever action may be directed by the Board of Directors to comply with any applicable law and enforce the terms of the Declaration, Articles or Bylaws, or any rules and regulations or amendments to any of the foregoing, which may be enforced from time to time. The Manager shall also assist the Association in retaining the employment of attorneys, accountants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties hereunder.

N. To prepare monthly operating and cash position statements and, if applicable, a statement of replacement reserve account. The Manager shall also analyze and compare operating receipts and disbursements against the currently adopted budget.

5. Attendance of Meetings by Manager: The Manager will cause a representative of its organization to attend, if so requested, a meeting of the Board once a month provided such attendance is of reasonable duration at any such meeting held upon not less than Five (5) Working Days' advance notice on a weekday or evening excepting statutory holidays. Manager's representative will also attend the annual meeting of the dwelling unit owners and, if so requested, arrange at the expense of the Association for the reproduction and distribution of notices and all other information relevant to any such meetings. A representative of the Manager shall, upon not less than Twenty-Four (24) Hours' notice, attend any other meetings of the Association as requested, except in an emergency situation determined to be such by both the Association and the Manager.

6. Instructions to Manager: The parties acknowledge that the Manager is responsible to the entire Association and the Board of Directors in the performance of its duties. The parties further acknowledge that the Manager will more effectively be able to perform its duties as set forth herein and best serve the Association if a single individual is designated by the Board to act as spokesperson, on behalf of the Board, with Manager on any matter relating to management of the Project. In this regard, it is agreed that in the absence of any other designation by the Board, the Association may rely exclusively upon the directions or instructions by the President of the Association to Manager

and that such directions or instructions shall be conclusively presumed to be in furtherance of a decision of the Board of Directors, made at a duly called or constituted meeting.

7. Capital Improvements and Major Repairs: In the event the Association wishes to engage the Manager as supervisor for any capital improvements or major repairs, the compensation to Manager for such supervisory services shall be as determined by the parties at the time such services are sought, based on the extent of such services required for the capital improvement or major repair.

8. Payment of Expenses by Manager: The Manager shall, without prior notice to or authorization from the Association, pay all expenses and fees incident to the operation and management of the Association and the Project from such funds held by the Manager on behalf of the Association. In the event there are insufficient funds held by Manager with which to pay any expenditure, the Manager may, but not be required to, advance its own funds to cover such deficit, in which case the Association shall be required to repay such amount together with interest at the highest rate permitted by law. However, since the costs incurred by Manager in performance of its duties are anticipated to be paid out of Association funds, no routine reimbursement is contemplated; reimbursement for non-routine expenditures shall be as above set forth.

9. Management Fees: The Association agrees to pay to the Manager as compensation for the management services to be rendered hereunder a fee of \$10.00 per dwelling unit per month based upon the total number of units within the Project existing at the end of the preceding month for which a certificate of occupancy has been issued. The Manager is hereby authorized to deduct compensation as set forth herein from funds held by Manager on behalf of the Association. The Association shall pay any deficiency upon demand. The Manager's fee is in addition to any expenses incurred by Manager in the performance of its services hereunder, and the Association shall reimburse Manager for such expenses immediately upon demand of Manager.

10. Adjustment of Management Fee: The above monthly and yearly management fee per dwelling unit will be subject to increase upon the renewal of this Agreement as follows:

A. During each renewal term of this Agreement, the parties shall agree upon an adjustment of the management fee specified above. In the event that parties fail to agree upon a modification of said management fee prior to expiration of the existing term of this Agreement, this Agreement shall not continue after said existing term.

B. It is acknowledged that the management fee covers only those normal and predictable management services which have been stipulated throughout this Agreement. The Manager will provide further services which may be of an occasional nature, as may from time to time be required by the Association. The Manager shall not be required to provide any such special services unless its compensation is mutually agreed upon in advance based upon the understanding that such compensation shall recognize the total cost to Manager providing such services, including all direct, indirect and overhead costs. Such services include:

(i) Attendance, involvement and/or preparations in connection with meetings of Directors and/or dwelling unit owners beyond those stipulated in Paragraph 5 hereof.

(ii) Reproduction and distribution costs whenever the Association requests that duplicate information and/or reports be provided to anyone other than the Association's representative to whom they would normally report under the circumstances which pertain in each instance.

(iii) Arrangements for registration and/or discharge of liens.

(iv) Verification of registration in the appropriate land title offices as may be requested by the Association and/or required by the Declaration or Bylaws.

(v) Court appearances resulting from complaints made pursuant to instructions of the Association to control the improper parking of automobiles.

(vi) Any necessary reaction to union activities.

(vii) Arranging for any major repairs and/or reconstruction.

(viii) Arranging for services to dwelling unit owners in addition to any which the Association is obligated to provide pursuant to the Declaration and Bylaws.

(ix) Any other services which may be desired by the Association and/or required by governmental legislation which is not specifically provided for herein.

11. Contract Services May be Rendered by Manager: It is acknowledged that Manager is merely acting on behalf of the Association in arranging for necessary services to be supplied to the Project and performing general management and administrative functions on behalf of the Association, and is not required nor expected to perform specific contract services for the

Association. These contract services may include, but not be limited to landscape maintenance, repairs, termite or insect extermination or other services of a related nature. It is agreed that Manager may at the request of the Association, arrange for the performance of such services by employees of Manager for one or more affiliates of Manager, in which case the fee for same shall be agreed upon in advance by Manager and the Association and shall not included as part of the fees specified in the preceding paragraphs.

12. Association Expenses: The Association authorizes the Manager to perform any act or do anything necessary or desirable to carry out its duties hereunder and everything done by the Manager hereunder shall be done as Manager of the Association and all obligations and expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association. Such expenses may include, but not be limited to necessary insurance coverages, accountants' fees, attorneys' fees, fees for other professionals, mailing of notices, and all other general, administrative, and management expenses incurred pursuant to this Agreement. Notwithstanding anything contained herein to the contrary, the Manager shall incur no expense other than as provided for in the budget or approved by the Association, except in the event of an emergency. Any contracts or agreements made by Manager pertaining to the affairs of the Association shall be the obligation of the Association, not Manager, and the Association agrees to indemnify and hold Manager harmless from same.

13. Manager Not Responsible for Repairs to Individual Units: It is acknowledged that Manager has no authority or responsibility for the maintenance or repair of any individual dwelling units. Such maintenance and repair shall be the sole responsibility of the unit owner. Each individual unit owner, however, may contract with the Manager on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between the Manager and the individual dwelling unit owner. This shall not be considered a conflict of interest or otherwise obligate the Manager to take any action except as it may agree to with an individual dwelling unit owner.

14. Manager to Exercise Independent Judgment: It is acknowledged that Manager, in the course of exercising its duties pursuant to this Agreement, must use its independent judgment and at all times act in the best interests of the Association and its members. In this regard, it is further acknowledged that Manager may refuse to perform any act requested by the Association when, in the sole discretion of Manager, it deems the performance of such act to be contrary to the provisions of any applicable law

or regulation, or the Declaration, Articles, Bylaws, or rules and regulations of the Project. The refusal by Manager to perform such act shall not be a ground for termination under this Agreement.

15. Compliance with the Law: The Manager has no responsibility for the compliance of the Project, including any village, condominium or otherwise, with the requirements of any ordinances, laws or regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of any governmental authority, except to notify the Board promptly of, or forward to the Board promptly, any complaints warnings, notices, or summonses received by it relating to such matters. The Association represents that to the best of its knowledge the Project complies (or will comply) with all such requirements, and authorize the Manager to disclose the ownership of any portion of the Project to any such officials, and agree to indemnify and hold harmless the Manager, its representatives, servants and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

16. Hold Harmless - Indemnification: The Manager shall not be liable to the Association for any loss or damage not caused by the Manager's own gross negligence or willful misconduct. The Association agrees to indemnify and hold Manager harmless from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever (except those proximately caused by Manager's own gross negligence or willful misconduct) including, but not limited to, reasonable attorneys' fees and costs at all tribunal levels, arising from the existence of this Agreement or the performance by Manager of any acts (or omissions) under authority, or color of authority, of this Agreement. It is the intent of the parties that this Paragraph 16 be construed in its broadest sense so as to relieve Manager from all responsibility for loss or injury of any nature related directly or indirectly to the performance by Manager of its duties pursuant to this Agreement, and to obligate the Association to pay for any and all costs incurred, including reasonable attorneys' fees at all tribunal levels, related to the foregoing.

17. Placing of Signs: The Manager shall have the exclusive right to place any management signs on or about the property, subject always to the Association's prior right to approve the content, location, and method of affixing such signs.

18. Further Disclosure: Manager is an affiliate of Minto Communities, Inc., a Florida corporation, the developer of the Project.

19. Notices: Any notice required or permitted to be served hereunder may be served by registered or certified mail or in person as follows:

A. If to the Manager: 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450.

B. If to the Board, to the President of the Board at his or her home address.

Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mails.


20. Severability: If any section, sub-section, sentence, clause, phrase or word of this Agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement, and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if such excluded parts had never been included therein.

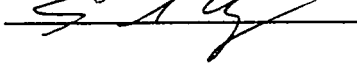
21. Benefit: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Manager and the successors and assigns of the Association. Notwithstanding the preceding sentence, the Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all the assets of its business; in the event of such a sale, Manager shall be released from all liability hereunder upon the express assumption of such liability by its assignee.

22. Frequency of Performance: The services to be performed by Manager set forth in Paragraphs 4D, E, F, J and N shall be performed as needed in accordance with generally accepted accounting principles and procedures or as more frequently required by any applicable law, rule or provision of the Declaration and Bylaws. The services described in Paragraphs 4A, B, C, G, H, I, K, L, M, and Paragraphs 5 and 12 are "administrative services" which shall be performed as reasonably needed, or as more frequently required by any applicable law, rule, or as required by the Declaration or Bylaws. Manager shall provide its services on a routine basis during normal business hours Monday through Friday.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed, Sealed and Delivered
in the presence of:






KNIGHTSBRIDGE HOMEOWNERS
ASSOCIATION, INC.,
a Florida corporation not for
profit


By: 

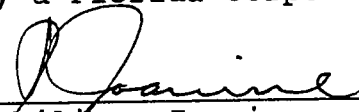
T. R. Beer
President

(Corporate Seal)

MINTO MANAGEMENT SERVICES,
INC., a Florida corporation





By: 

Philippe Joannis
Vice President

(Corporate Seal)

EXHIBIT "5"

-to-

PUBLIC OFFERING STATEMENT

DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR PARCEL "C", KENSINGTON
(THE "MASTER DECLARATION")

THIS INSTRUMENT PREPARED BY/
~~REDACTED AND NOTED FOR~~

D. L. VANCE
FLORIDA NATIONAL PROPERTIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
PARCEL "C", KENSINGTON

THIS Declaration of Restrictions and Protective Covenants ("Declaration") made as of this 29th day of December, 1993, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called DECLARANT;

W I T N E S S E T H:

WHEREAS, DECLARANT, the record owner of the PROPERTY as described herein, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein;

NOW, THEREFORE, DECLARANT hereby declares that the following described real property situate, lying and being in the City of Coral Springs, Broward County, Florida, is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth, to wit:

Parcel "C", KENSINGTON, according to the plat thereof, recorded in Plat Book 146 at Page 39 of the Public Records of Broward County, Florida, LESS that portion of said Parcel "C" conveyed to North Springs Improvement District by the Warranty Deed recorded in Official Record Book 21101 at Page 515 of said Public Records.

Said land being in the City of Coral Springs, Broward County, Florida.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "PROPERTY" shall mean and refer to the real property hereinabove described or any portion thereof.
2. "PROPERTY LINE(S)" shall mean and refer to the perimeter of the real property hereinabove described.
3. "ZERO LOT LINE DWELLING" or "DWELLING" shall mean and refer to a detached one family dwelling unit as defined in the City of Coral Springs Zoning Code.
4. "SITE(S)" shall mean and refer to a ZERO LOT LINE DWELLING site as defined in the City of Coral Springs Zoning Code.
5. "DECLARANT" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns, of any or all of its rights under this Declaration.

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6. "OWNER(S)" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in the PROPERTY (or any portion thereof), their heirs, legal representatives, successors or assigns.

- A. The property owners' association or condominium association shall be responsible for ensuring the necessary maintenance, repair, and replacement of all common facilities, water management areas, recreation areas and exterior building/DWELLING surfaces; specifically including any water, sewer, irrigation and drainage lines within areas of common maintenance, exterior building/DWELLING surfaces and paved and landscaped areas located outside of enclosed private yards, and shall ensure that all such facilities are maintained to standards that may be required by DECLARANT. The homeowners' association or the condominium association (if the PROPERTY or any portion thereof is submitted to a plan of condominium ownership) shall be deemed an OWNER for payment purposes and the responsibilities of OWNER as those responsibilities pertain to all the obligations mentioned in this Paragraph 6. A.; provided, however, that DECLARANT may, in its sole discretion, also look to an individual unit owner or underlying ground lessor for payments hereunder.

ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The PROPERTY may only be used for ZERO LOT LINE DWELLINGS and appurtenant uses in accordance with the restrictions, covenants and servitudes herein declared. No business buildings may be erected on the PROPERTY and no business may be conducted on any part thereof, nor shall any building/DWELLING or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, and contingent upon the OWNER first obtaining the approval of DECLARANT, OWNER may utilize a portion of the PROPERTY for (i) a sales office and/or model units; or (ii) a condominium or homeowners' association business office (in the event the PROPERTY is submitted to a plan of condominium or homeowners' association ownership).

- A. Not more than One Hundred Thirty-Four (134) ZERO LOT LINE DWELLINGS shall be constructed or erected on the PROPERTY.
- B. The PROPERTY shall not be utilized for real estate time sharing, interval ownership or a "time-share plan" of any kind. For the purposes hereof, a "time-share plan" shall be as defined in Section 721.05(28), Florida Statutes (1989).

2. BUILDING SETBACK AREAS. No buildings/DWELLINGS shall be constructed or erected on the PROPERTY within the following building setback areas:

	<u>Building Setbacks</u>	<u>Screen Setbacks</u>
North PROPERTY LINE	One Story: Fifteen (15) Feet	One Story: Fifteen (15) Feet
	- Two Story: Twenty-five (25) Feet	Two Story: Twenty-five (25) Feet
East PROPERTY LINE	One Story: Fifteen (15) Feet	One Story: Fifteen (15) Feet
	- Two Story: Twenty-five (25) Feet	Two Story: Twenty-five (25) Feet
South PROPERTY LINE	- Fifteen (15) Feet	Fifteen (15) Feet
West PROPERTY LINE	- Thirty-five (35) Feet	Thirty-five (35) Feet

3. HEIGHT. No ZERO LOT LINE DWELLING shall exceed thirty-five (35) feet in height measured from the finished grade of the SITE.

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4. MINIMUM DWELLING SIZE. Each ZERO LOT LINE DWELLING erected or constructed on the PROPERTY shall contain a minimum of one thousand four hundred (1,400) square feet of floor area.

- A. The method of determining square foot area of a DWELLING shall be to multiply the inside horizontal dimensions of the DWELLING. Garages, porches, patios, balconies, terraces and storage rooms shall not be taken into account in calculating the minimum square foot area required.

5. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS.

- A. Prior to commencement of any construction, reconstruction or modification of DWELLINGS, buildings or any other improvements or structures, including, without limitation, additions, exterior alterations, pools, spas, hot tubs, fences, walls, patios, terraces or barbecue pits on the PROPERTY, OWNER shall submit to DECLARANT for approval a preliminary site plan (to include all proposed building SITES), floor plans, exterior elevations (to include front, side and rear elevations for each model), exterior materials and color boards, and a preliminary landscape plan (to include all common areas and perimeter landscaping) and exterior lighting plan, in sufficient detail for DECLARANT to determine the basic character, general exterior appearance, exterior materials and colors, and general site organization for the proposed construction on the PROPERTY.
- B. Final building plans and specifications, and site plan, common area and individual SITE lighting (if any), and final landscape plans (to include typical SITE landscape plans) shall be submitted to DECLARANT for approval prior to commencement of any construction and must be in general conformance with the preliminary plans and specifications as approved by DECLARANT and must be in conformance with applicable zoning codes, ordinances, and this Declaration. All the foregoing plans (found in this Paragraph 5. B.), with the exception of exterior lighting plans, shall be sealed by a registered architect or engineer as the case may be. All electric, telephone, gas or other utility connections shall be installed underground. All accessory structures or uses such as recreational areas, sales center and parking lot, construction trailer location and all signage shall be shown on the final site plan;
- (i) Final building plans and specifications will show separate designations for each DWELLING or building elevation, each DWELLING or building color combination, each exterior material selection, each SITE landscape plan, and each DWELLING floor plan. Once the above designations are approved by DECLARANT and prior to commencement of any construction, reconstruction or modification of DWELLINGS or buildings, the OWNER will proceed on an individual SITE basis by submitting to DECLARANT for each SITE, separate and respective designations for the elevation, color combination, exterior material, SITE landscape plan, floor plan and the OWNER shall also submit to DECLARANT the SITE plan itself showing the respective setbacks. No exterior colors on any DWELLING, building or structure on the PROPERTY shall be permitted that, in the sole judgment of DECLARANT would be inharmonious, discordant or incongruous for the PROPERTY. Any future exterior changes desired by OWNER, including without limitation color, lighting and landscaping, must be first approved by DECLARANT.
- C. Pitched roofs shall have a minimum pitch of 4:12 except that deviation from the minimum pitch may be approved by DECLARANT

for gambrel and similar type roofs. Pitched roofs shall be constructed of flat or barrel cement or clay tile, split cedar shakes or slate, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. In the event that some new and attractive material for roofing surfaces is discovered, or invented, DECLARANT may, in its sole discretion, approve the use of such new material. DECLARANT shall have the right and power to approve the roof color(s) for the PROPERTY and upon such approval, OWNER shall only use the roof color(s) approved by DECLARANT. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, whose approval may be withheld. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over forty (40%) percent of the total roof area. Such flat roofs may be permitted over porches, Florida rooms and utility rooms located to the rear of the DWELLING. Notwithstanding the above, a flat roof located elsewhere than to the rear of the DWELLING may be permissible only if approved by DECLARANT.

- D. The required landscaping shall be installed at the time of completion of the DWELLING(S) or building(s) on the PROPERTY, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental regulatory agency. All areas of the PROPERTY not covered by DWELLINGS, buildings, structures, patios, recreational areas or paved parking and service road facilities shall be maintained as landscaped areas.
- E. DECLARANT'S approval or disapproval of plans and specifications, location and site plan may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of DECLARANT. DECLARANT'S approval of plans and specifications shall never be deemed a representation as to the technical sufficiency of the plans and specifications. OWNER shall have full responsibility for the sufficiency of design and structure, and for conformity with the requirements of all regulatory agencies.
- F. No structure or DWELLING of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected on the PROPERTY, except that a temporary construction or sales facility may be permitted by DECLARANT during the construction of DWELLING units on the PROPERTY pursuant to Paragraph 10. of ARTICLE II hereof.
- G. No newspaper or magazine vending machines or "racks" shall be placed on the PROPERTY until the style, design, type, appearance, material, mounting, color and location thereof shall have been approved in writing by DECLARANT prior to installation. DECLARANT shall have the right and power to select a uniform style and/or brand of newspaper and/or magazine vending machines or "racks" for use on the PROPERTY and upon such selection OWNER shall only use the uniform machine or "rack" selected by DECLARANT.
- H. Failure to submit plans and specifications or failure to acquire the approval of DECLARANT as required herein, shall be deemed a material breach of this Declaration. DECLARANT shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith, or a prohibitory injunction to prevent any unapproved structure from being built.

6. LANDSCAPING AND IRRIGATION SYSTEMS.

- A. OWNER shall install and maintain the following landscape areas (as measured at right angles), along with adequate

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underground irrigation systems, along the PROPERTY LINES as follows:

North PROPERTY LINE	- Fifteen	(15)	Feet (One Story)
		Twenty-five	(25) Feet (Two Story)
East PROPERTY LINE	- Fifteen	(15)	Feet (One Story)
		Twenty-five	(25) Feet (Two Story)
South PROPERTY LINE	- Fifteen	(15)	Feet
West PROPERTY LINE	- Twenty-five	(25)	Feet

- B. In addition to the landscape areas defined above, OWNER shall install and maintain landscaping and underground irrigation systems throughout the parking and service drive areas as shown on the landscape plans approved by DECLARANT pursuant to this Declaration. In addition to the landscaping requirements hereinabove, the DECLARANT has landscaping requirements and the landscape plans for the PROPERTY and each SITE when submitted to DECLARANT for approval must conform to those requirements. All landscape areas (i) shall be maintained by OWNER in good and living condition at all times to the pavement edge of abutting road right-of-ways and to the waterline of abutting canal right-of-ways, if any; and (ii) shall have installed and continuously maintained an adequate irrigation system. "Good and Living Condition" for the landscape areas shall mean the proper irrigation, fertilizing, grooming and trimming of all landscaping thereof, and the replacement of dead, diseased and/or missing landscaping with the landscaping of the same species, height, width, and quality as the remaining landscaping on the landscape areas. All areas not covered by approved DWELLINGS, buildings, structures or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. A rust-free automatic underground irrigation system of sufficient size and capacity to irrigate all landscaping within the PROPERTY or SITE shall be installed and adequately maintained by each OWNER or the homeowners' association or condominium association, if any. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.
- C. Ingress and egress for the PROPERTY shall only be permitted across the PROPERTY LINE landscape area (i) as shown on the site plan approved by DECLARANT pursuant to this Declaration; and (ii) contiguous to Coral Ridge Drive.
- D. DECLARANT hereby reserves for itself, its successors and assigns, easements for the installation and maintenance of public utilities, public service facilities and drainage facilities along, through, in, over and under the PROPERTY LINE landscape area described above; provided, however, DECLARANT, its successors or assigns, as the case may be, shall restore the surface of the easement area, including landscaping and improvements, immediately following installation or repair of any such utility or facility. DECLARANT will cause to be recorded from time to time various declarations of easements setting forth the location and purpose of all said easements under the rights herein reserved.
- E. Failure by OWNER to install and/or maintain the landscaping and irrigation systems as required herein (including required landscaping and irrigation systems for individual SITES), and upon fifteen (15) days after written notice to commence the corrections or improvements as required by DECLARANT, shall be cause for DECLARANT to enter upon the PROPERTY or SITE to install and/or maintain such landscape material and/or irrigation systems and such entry shall not be deemed a

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trespass. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after request from DECLARANT for payment. Upon failure by OWNER to make such payment within said period DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE, as the case may be, in the Public Records of Broward County, Florida, in order to secure such payment, and other sums, all as hereinafter set forth.

7. PARKING, GARAGES, AND STORAGE AREAS.

- A. A fully enclosed garage designed for storage of at least (i) one (1) automobile shall be required for each DWELLING containing up to a maximum of three (3) bedrooms; and (ii) two (2) automobiles shall be required for each DWELLING containing three (3) bedrooms and a den or four (4) bedrooms or more. No parking garage shall be constructed or erected on a SITE which is separated from a DWELLING. No garage shall be converted into additional living area. Carports shall not be permitted. Repair of vehicles shall be permitted only inside the garage.
- B. Except as permitted by DECLARANT in writing, no unenclosed storage area shall be permitted on the PROPERTY, and no enclosed storage area shall be permitted which is separated from any building(s) or DWELLING(S).
- C. During construction periods, outside storage of construction materials shall be temporarily permitted within fenced locations on the PROPERTY as approved by DECLARANT.

8. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the PROPERTY LINES shall be permitted with a height of more than six (6) feet without approval of DECLARANT. No wall or fence shall be constructed on the PROPERTY until its height, length, type, design, composition, material, color and location shall have been approved by DECLARANT. No wood fencing material shall be permitted. The height of any wall, fence, hedge or shrubbery shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final. Approved walls or fences shall require appropriate landscaping. The decision of what constitutes appropriate landscaping shall be made by DECLARANT, whose decision shall be final.

9. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, antenna towers, satellite dishes, flagpoles or electronic devices shall be permitted unless the design and location on the PROPERTY and shielding are first approved by DECLARANT, which approval shall require appropriate landscaping and/or other screening, except in the case of flagpoles. Only one (1) flagpole (for display of the American flag only) per SITE shall be permitted and an approved flagpole shall not be used as an antenna unless first approved by DECLARANT. None of the above mentioned facilities shall exceed a height of thirty-five (35) feet above ground level or the height of any building or DWELLING, whichever is less.

10. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted on the PROPERTY unless approved by DECLARANT. DECLARANT may, upon request of OWNER, permit a temporary construction or sales facility during construction and its size, appearance, color, materials, and temporary location on the PROPERTY or SITE, must be first approved by DECLARANT. Accessory buildings or structures permitted on individual SITES are limited to garages, enclosed storage buildings, pools, spas, hot tubs, decks, cabanas, screen enclosures, walls, fences, awnings, trellises and mechanical equipment with its enclosure, provided that any accessory walls, fences or other structures are finished in the same or

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compatible materials and colors as the principal DWELLING. Screen enclosures that extend above any enclosing walls are permitted only in the side or rear yard areas and must be set back a minimum of five (5) feet from the SITE Line; provided, however, in no event shall screen enclosures be set back less than the minimum building setback areas stated in Paragraph 2. of ARTICLE II hereinabove for perimeter PROPERTY LINES.

11. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

- A. All garbage and trash containers, oil tanks, fuel tanks, bottled gas tanks, irrigation system pumps, and swimming pool equipment, pumps and housing, on the PROPERTY or SITE shall be underground or placed within walled-in and/or landscaped-screened areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping or shielding shall be installed and maintained by OWNER as required by DECLARANT.
- B. All air-conditioning units shall be shielded and hidden by walls and/or landscaping so that they shall not be visible from any street or adjacent properties. Wall and window air-conditioning units are prohibited.
- C. No solar collection devices shall be placed on the PROPERTY or SITE until the plans and specifications have been submitted to and approved by DECLARANT. Such devices shall not be placed on the front portion of a roof, unless approved otherwise by DECLARANT. Support structures for such devices, together with the plumbing and wiring thereto, shall be located and screened so as not to be readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.
- D. No miscellaneous energy devices, including, but not limited to, devices that perform functions such as electrical energy generation, shall be placed on the PROPERTY or SITE until the plans and specifications have been submitted to and approved by DECLARANT. Such devices shall be located and screened so as not to be readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.
- E. DECLARANT shall have the right to approve any specific shielding or screening and such approval shall be binding on all persons so long as it is maintained in the condition as approved by DECLARANT.

12. CLOTHES DRYING AREA. No outdoor clothes drying areas may be placed on any SITE or any portion of the PROPERTY until its location and material for the clotheslines have been submitted to and approved by DECLARANT. No outdoor clothes drying area shall be allowed on any SITE except in the rear of a SITE. In the case of corner SITES, the outdoor clothes drying area shall not be placed within twenty-five feet (25') of the SITE street side. The outdoor clothes drying area shall be located and screened so it is not readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.

13. SIGNS. No signs, either permanent or temporary in nature, shall be erected or displayed on any SITE or any portion of the PROPERTY, or on any DWELLING, building, structure, vehicle or window (or be visible through any window of any DWELLING on any SITE or any portion of the PROPERTY from any location on or off the PROPERTY), unless the placement, character, form, color, size and time of placement of such signs be first approved by DECLARANT. All signs must also be in conformance with local regulatory ordinances. No freestanding signs shall be permitted unless approved by DECLARANT. No advertising flags,

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pennants, streamers, balloons or the like shall be displayed or tethered on any portion of the PROPERTY or on any DWELLING, building, structure or vehicle on any SITE or any portion of the PROPERTY. No sign will be permitted that includes the use of the word "Estate" or "Estates" or any other derivative of same.

14. MAINTENANCE OF PROPERTY.

- A. No weeds, underbrush, dead or dying trees and landscape materials, or unsightly growths shall be permitted to grow or remain on any SITE or any portion of the PROPERTY, and no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain on the PROPERTY or SITE. Failure by OWNER to keep the PROPERTY or SITE free of weeds, underbrush, unsightly growths, refuse, trash, junk or other unsightly objects, and upon fifteen (15) days after notice to commence the corrections as required by DECLARANT, shall be cause for DECLARANT to enter the PROPERTY or SITE to remove said objectionable material and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment.
- B. OWNER shall maintain the PROPERTY or SITE and the DWELLINGS, buildings, structures, improvements, sidewalks and appurtenances thereon in a good, safe, clean, neat, finished, painted and attractive condition at all times to the satisfaction of DECLARANT. OWNER shall maintain the landscaping along Coral Ridge Drive and north for a distance of approximately fifty feet (50') as measured from the north PROPERTY LINE to the center of the C-1 canal. All DWELLINGS and structures shall be maintained in a finished, painted and attractive condition, and no rust stains or discoloration shall be permitted upon the exterior surfaces of any DWELLING or structure. Failure by OWNER to maintain as required herein, and upon fifteen (15) days after notice to commence the corrections or improvements as required by DECLARANT, shall be cause for DECLARANT to enter the PROPERTY or SITE, and such entry shall not be deemed a trespass, to make such corrections or improvements as may be necessary to conform with the maintenance requirements herein. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after request from DECLARANT for payment.
- C. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

15. COMMERCIAL VEHICLES, BUSES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS.

- A. No "commercial vehicle" (as such term is defined in Section 18-5 of the City of Coral Springs Code, in effect on the date of recordation of this Declaration) (i) shall be permitted to be parked on the PROPERTY for a period of more than four (4) hours unless such commercial vehicle is temporarily present and necessary in the actual construction or repair of a structure, or for ground/landscape maintenance, or (ii) shall be permitted to be parked overnight or stored on the PROPERTY unless same is fully enclosed inside a building/DWELLING.
- B. No bus, boat, boat trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be

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parked or stored on the PROPERTY unless fully enclosed inside a building/DWELLING or parked in an area designated by DECLARANT for such purposes.

- C. No vehicle shall be used under any circumstances as a domicile or residence, either permanent or temporary.
- D. Sections A. through C. of this Paragraph 15. of ARTICLE II shall not be deemed to prohibit any temporary facility otherwise permitted pursuant to this Declaration.

16. **NO OIL AND MINING OPERATIONS.** No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the PROPERTY, nor shall oil or gas wells, tanks, tunnels, mining excavations or shafts be permitted upon the PROPERTY. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon the PROPERTY.

17. **PETS AND ANIMALS.**

- A. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by DECLARANT in its sole discretion. All animals shall be contained on the OWNER'S SITE and shall not be permitted to roam free, or to otherwise disturb the peace of other OWNERS.
- B. Swine, goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by DECLARANT in its sole discretion.
- C. No animal breeding or sales as a business shall be permitted on the PROPERTY.

18. **NUISANCES.** Nothing shall be done on the PROPERTY which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on upon the PROPERTY, nor may anything be done on the PROPERTY which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Paragraph shall be decided by DECLARANT, whose decision shall be final.

19. **FILLING IN.** The PROPERTY shall not be increased in size by filling in the lake or canal, if any, on which it abuts, and the slope of the lake or canal bank, if any, shall be maintained by OWNER. OWNER shall not fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of DECLARANT and the North Springs Improvement District, a local unit of special government and public corporation of the State of Florida.

20. **COMPLETION OF CONSTRUCTION.** When the construction of any DWELLING or structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, and if the OWNER fails to make substantial progress toward completion within thirty (30) days of written notice by DECLARANT [which may be furnished within said sixty (60) day period], DECLARANT may enter upon the PROPERTY or SITE and take such steps as may be required to correct the undesirable appearance or existence of the DWELLING or structure, including, but not limited to, demolition and/or removal thereof and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment. The reason for such correction shall be solely at the discretion of

DECLARANT and may include but not be limited to aesthetic grounds. DECLARANT may alternatively pursue any of the other remedies under this Declaration as DECLARANT determines. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

21. CONDOMINIUM/ZERO LOT LINE DWELLINGS. The PROPERTY shall not be divided, subdivided, sold or conveyed, except as a whole or as hereinafter provided. No restrictions herein contained shall be construed as in any manner limiting or preventing the PROPERTY, or any portion thereof, and the improvements thereon from being submitted to (i) a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for the PROPERTY shall not be construed as constituting a subdivision of the PROPERTY; and (ii) a plan of Fee Simple Zero Lot Line ownership, and particularly the Fee Simple conveyance of SITES on the PROPERTY shall not be construed as constituting a subdivision of the PROPERTY.

A. The conveyance or dedication of a portion of the PROPERTY to a Public entity for roadway, turn lanes or curb cuts shall not be considered a subdivision of the PROPERTY, and, further, upon the Public entity's acceptance of such purpose of this Declaration, all building setbacks shall be measured from the original PROPERTY Line and not the "New Property Line" existing after such conveyance or dedication. All PROPERTY Line landscape areas shall, subsequent to any conveyance or dedication to a Public entity, be measured from the New Property Line and not from the original PROPERTY Line. Any dispute in regards to this Paragraph shall be resolved by DECLARANT whose decision shall be final.

22. NON-LIABILITY OF DECLARANT. DECLARANT shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person or entity other than itself.

23. APPROVALS. All approvals and disapprovals under this Declaration shall be in writing.

24. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to OWNER, but also to any person or persons, entity or entities, occupying OWNER'S premises under lease from OWNER or by permission or invitation of OWNER or OWNER'S tenants, expressed or implied. Failure of OWNER to notify said persons, entities or occupants of the existence of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of this Declaration. OWNER shall be responsible for any violations of this Declaration by OWNER'S tenants, employees, licensees, invitees or guests and by the guests, employees, licensees, and invitees of OWNER'S tenants at any time.

25. NOTICE TO DECLARANT. Any notice to DECLARANT, or requests for approval of plans, specifications and location of DWELLINGS, structures, buildings, signs or other improvements shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT.

26. NOTICE TO OWNER. Notice to OWNER of a violation of this Declaration or any other notice or request herein required shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.

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27. **RESTRICTIONS RUN WITH THE LAND.** The covenants, reservations, restrictions and other provisions of this Declaration shall constitute an easement and imposition in and upon the PROPERTY and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, their successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time these restrictions shall be extended for successive periods of ten (10) years each until an instrument signed by a majority of the then OWNERS of the PROPERTY has been recorded agreeing to change or terminate this Declaration in whole or in part.

28. **AMENDMENT.** DECLARANT may (i) only during the time period Minto Communities, Inc. is sole OWNER of the PROPERTY and every SITE therein, and (ii) only upon the request of Minto Communities, Inc. modify, amend or add to this Declaration or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein. Minto Communities, Inc. shall be required to join in said modification, amendment or addition in the event request is made to DECLARANT for modification, amendment or addition to this Declaration; however, in no event will there be any modification, amendment or addition to this Declaration without the specific joinder of Minto Communities, Inc. Subsequent to the time period in Paragraph 28 (i) hereof, DECLARANT may, in its sole discretion, modify, amend or add to this Declaration or any part thereof. In the event a request is made to DECLARANT for modification, amendment or addition to this Declaration, all OWNERS will be required to join in said modification, amendment or addition. DECLARANT shall assume no obligation or responsibility with regard to said joinder and DECLARANT reserves the right to deny any request for modification, amendment or addition to this Declaration in its sole discretion.

29. **LIENS AND ENFORCEMENT.**

- A. Enforcement of this Declaration by DECLARANT shall be by any procedure at law or in equity against any person or persons, entity or entities, violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created hereby.
- B. Any Claim of Lien that may be filed, as provided in this Declaration, shall be effective from and after the date of recording in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due, including interest from date of delinquency at the highest rate permitted by law, and the date when due, and the lien shall continue in effect until all sums secured by the Claim of Lien, as hereby provided, shall have been fully paid. Said liens may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. A suit to recover a money judgment for unpaid payments may be maintained at the option of the lien holder without waiving the lien securing same.
- C. Any payment(s) not paid within the time periods stated in this Declaration, shall be delinquent and shall have added thereto interest at the highest rate allowed by law from the date such payment(s) were due.
- D. All costs of collection or enforcement, including court costs and reasonable attorneys' fees (whether or not suit be filed), which costs and fees shall include those caused by reason of appellate proceedings, incurred in the collection of any payment(s), the foreclosure of any lien, and the

enforcement of any of these covenants, easements, restrictions and reservations, shall be paid by OWNER.

- E. Failure by DECLARANT to enforce any provision under this Declaration shall in no event be deemed a waiver of the right to enforce the same at any other time or from time to time.

30. **SEVERABILITY.** Invalidation of any provision under this Declaration, in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

31. **CAPTIONS.** The captions of the various Paragraphs of this Declaration have been inserted for the purpose of convenience. Such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

IN WITNESS WHEREOF, the DECLARANT does hereby execute this Declaration in its name, by its undersigned authorized officers, and affixes its corporate seal hereto, all as of the day and year first above mentioned.

FLORIDA NATIONAL PROPERTIES, INC.

[Corporate Seal]

By: D. L. Vance
D. L. Vance, Vice President
Address: 3300 University Drive
Coral Springs, Florida 33065

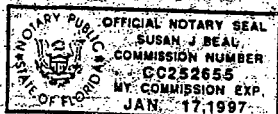
Attest: James P. McGowan
James P. McGowan, Secretary
Address: 3300 University Drive
Coral Springs, Florida 33065

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing Declaration was acknowledged before me this 29th day of December, 1993, by D. L. VANCE and JAMES P. MCGOWAN, Vice President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me.

Susan J. Beal
Name: Susan J. Beal
Notary Public
Commission No. CG252655

My Commission Expires:



[Notary Seal]

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

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