

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

THE VILLAGE AT LAKE PINE II

84-263455

THIS DECLARATION is made on this 26th day of July, 1984, by LAKE PINE VILLAGE, LTD., a Florida limited partnership (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant owns certain property in the County of Broward, State of Florida, which is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "The Village at Lake Pine II Complex"); and

WHEREAS, Declarant intends to create a residential community upon a portion of The Village at Lake Pine II Complex pursuant to a general plan of development and eventually to extend such residential community to include all of The Village at Lake Pine II Complex; and

WHEREAS, the general plan of development conceived by Declarant contemplates that various portions of The Village at Lake Pine II Complex shall be set aside for the collective use of all of the residents of the community created by Declarant upon all or a portion of The Village at Lake Pine II Complex; and

WHEREAS, Declarant is desirous of preserving and enhancing the value of the dwelling units which it builds upon Lots within The Village at Lake Pine II Complex and of promoting their owners' and occupants' welfare, and accordingly, Declarant wishes to submit certain portions of The Village at Lake Pine II Complex to various easements, covenants, restrictions, conditions, reservations, equitable servitudes, liens and charges, all running with the said properties as hereafter set forth; and

WHEREAS, in order to promote the objectives described above, Declarant has formed a non-profit corporation known as The Village at Lake Pine II Homeowners' Association, Inc. to maintain, administer and eventually own various portions of The Village at Lake Pine II Complex intended to be used by all or a segment of the owners of dwelling units constructed upon Lots within The Village at Lake Pine II Complex and to enforce the covenants, restrictions, conditions, reservations, easements, equitable servitudes, charges and liens created or provided for by this Declaration; and

WHEREAS, Declarant is further desirous of making provision for the execution, acknowledgment and recordation of supplemental or amendatory declarations for so long as Declarant owns any portion of

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The Village at Lake Pine II Complex and for providing in such supplemental or amendatory declarations such further conditions, covenants and restrictions for the operation, amenities, protection and maintenance of The Village at Lake Pine II Complex as may be necessary or then desired; and

WHEREAS, Declarant's general plan of development contemplates the construction upon Lots within the properties of The Village at Lake Pine II Complex of various clusters of townhome and villa dwelling units, each of which will share one or more party walls with one or more other such dwelling units.

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit "A" hereto (including any and all Improvements thereon), together with such additions thereto as are hereafter made pursuant to this Declaration shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, covenants, conditions and equitable servitudes declared as applicable to the Village at Lake Pine II Complex, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability thereof, and in furtherance of a general plan for the protection, maintenance, improvement and sale of townhome and villa dwelling units upon Lots within The Village at Lake Pine II Complex, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein and as declared as applicable to the Properties shall inure to the benefit of and run with the title to the Lots upon which townhome and villa dwelling units are situate and shall be binding upon all persons having any right, title or interest therein, or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Association and its successors-in-interest and each Owner and his respective successors-in-interest; and may be enforced by any owner, and his successors-in-interest, by the Association, and by the Declarant and its successors and assigns so long as it or they own any portion of The Village at Lake Pine II Complex.

ARTICLE I.
DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article X hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of The Village at Lake Pine II Homeowners' Association, Inc. which have been filed in the office of the

Secretary of the State of Florida, a true copy of which is attached hereto, marked Exhibit "F" and incorporated herein by reference, as such Articles may be amended from time to time.

Section 3. "Association" shall mean The Village at Lake Pine II Homeowners' Association, Inc., a Florida non-profit corporation, and its successors and assigns.

Section 4. "Assessment" shall mean any of the types of assessments defined below in this Section.

(a) "Common Assessment" shall mean the charge against each Owner and his Townhome and/or Villa Dwelling Unit, as the case may be, representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties.

(b) "Special Assessments" shall mean a charge against one or more (but not all) Owners and their Townhome and/or Villa Dwelling Units, as the case may be, equal to the cost incurred by the Association in connection with the enforcement of the provisions of this Declaration.

(c) "Reconstruction Assessment" shall mean a charge against each Owner and his Townhome and/or Villa Dwelling Unit, as the case may be, representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Improvements on the Common Properties pursuant to the provisions of this Declaration.

(d) "Capital Improvement Assessment" shall mean a charge against each Owner and his Townhome and/or Villa Dwelling Unit, as the case may be, representing a portion of the cost incurred by the Association for installation or construction of any Improvements on any portion of the Common Properties which the Association may from time to time authorize.

Section 5. "Board" shall mean the Board of Directors of the Association elected in accordance with the By-Laws of the Association.

Section 6. "Building" shall mean any building containing one or more Villas and, in addition, any building containing one or more Townhomes.

Section 7. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board substantially in the form of Exhibit "G" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

Section 8. "Common Expenses" shall mean the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments and including those costs not paid by the Owner responsible for payment); the costs of any and all commonly

metered utilities, cable or master television charges, and other commonly metered charges for the Common Properties; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees and costs of insurance bonds covering those personnel; the costs of all utilities, gardening and other services benefiting the Common Properties and all recreational facilities thereon; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Properties; the costs of bonding of the members of the Board and any management body; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; the costs of any other item or items so designated by, or in accordance with, other expenses incurred by the Association for any reason whatsoever in connection with the Common Properties for the benefit of the Owners; and reserves for capital improvements and deferred maintenance of the Common Properties.

Section 9. "Common Properties" shall mean those portions of The Village at Lake Pine II Complex which are more particularly described in Exhibit "E" hereto (including all Improvements thereon) and, in addition, such portions of The Village at Lake Pine II Complex (together with all Improvements thereon) as are declared to be Common Properties in any Supplemental Declaration, less whatever portions of The Village at Lake Pine II Complex are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

Section 10. "Declaration" shall mean (except as otherwise provided in Section 16 of this Article) this instrument as it may be amended from time to time, together with any supplemental declarations.

Section 11. "Declarant" shall mean and refer to Lake Pine Village, Ltd., a Florida limited partnership, and any successor or assign thereof, which acquires any portion of The Village at Lake Pine II Complex from the Declarant for the purpose of development and to which The Village at Lake Pine II specifically assigns all or part of the rights of the Declarant hereunder by an express written assignment recorded in the Broward County, Florida, Public Records.

Section 12. "Declarant's Permittees" shall mean the Declarant's officers, directors, partners, joint venturers, limited partners, parent (and the officers, directors and employees of any such corporate, general or limited partner, parent entity (or joint venturer), employees, agents, independent contractors (including both general contractors and sub-contractors), suppliers, visitors, licensees and invitees.

Section 13. "Dwelling Unit" or "Unit" shall mean and refer to a constructed Townhome or Villa dwelling which is designed and intended for use and occupancy as a family residence.

Section 14. "Family" shall mean (a) a group of natural persons related to each other by blood or legally related to each other other than by marriage or adoption, or (b) a group of not more than six (6) persons not so related who maintain a common household in a Dwelling Unit.

Section 15. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located upon the Properties which may, but not necessarily, include buildings, swimming pool, pool equipment building, racquetball and tennis courts, walkways, sprinkler pipes, gatehouses, road, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, heating and water-softener fixtures or equipment.

Section 16. "Initial Declaration" shall mean this Declaration as initially recorded in the Public Records of Broward County, Florida.

Section 17. "Institutional Mortgage" shall mean a first mortgage upon a Dwelling Unit held by an institutional mortgagee.

Section 18. "Institutional Mortgagee" shall mean any bank, savings and loan association, insurance company, mortgage company, real estate investment trust, agency of the United States government, or a lender generally recognized in the community as an institutional lender if it holds a mortgage on one or more Lots, as well as the Declarant, and any assignee of a loan made by one of the foregoing to finance the purchase of a Villa or a Townhome.

Section 19. "Limited Common Properties" shall mean any portions of the real property described in Exhibit "B" hereto that are declared by this Declaration (including any supplemental declaration) to be for the use of fewer than all the owners.

Section 20. "Lot" shall mean one of the plots of land described in Exhibit "C" hereto together with the improvements thereon and any portion of The Village at Lake Pine II Complex that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration.

Section 21. "Management Company" shall mean the person, firm or corporation which may be appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

Section 22. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 23. "Notice and Hearing" shall mean written notice and a public hearing before a tribunal appointed by the Board, at

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which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner further provided in the By-Laws.

Section 24. "Owner" shall mean and refer to the person or persons or other legal entity or entities holding fee simple interest of record to any Lot, including Declarant and sellers under the executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation and excluding purchasers under executory contracts of sale of a Lot. For purposes of Article XIII only, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees and lessees and sublessees of any Owner, and any other permitted occupants of a Unit.

Section 25. "Person" shall mean a natural individual or any other entity which the legal right to hold title to real property.

Section 26. "Properties" shall mean the property described in Exhibit "B" hereto (including all Improvements thereon), and, in addition, whatever portions of The Village at Lake Pine II Complex (together with all Improvements thereon) are declared to be Properties in any Supplemental Declaration, less whatever portions of The Village at Lake Pine II Complex (together with all Improvements thereon) are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

Section 27. "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Clerk of the Circuit Court of Broward County, Florida.

Section 28. "Supplemental Declaration" shall mean any instrument recorded by Declarant in the Public Records of Broward County, Florida, for the purpose of supplementing or amending this Declaration, for the purpose of declaring certain properties to be Common Properties or Limited Common Properties, for the purpose of withdrawing properties from the Properties, or for the purpose of adding or withdrawing Lots.

Section 29. "The Village at Lake Pine II Complex" shall mean the real property described in Exhibit "A" hereto.

Section 30. "Townhome" shall mean that certain dwelling unit now or hereafter constructed upon a Lot (as defined in Section 20 of this Article), which dwelling unit is more particularly designated as a Townhome in Exhibit "D" hereto and which dwelling unit is intended for use as a family residence.

Section 31. "Villa" shall mean that certain dwelling unit now or hereafter constructed upon a Lot (as defined in Section 20 of this Article), which dwelling unit is more particularly designated as a Villa in Exhibit "D" hereto and which dwelling unit is intended for use as a family residence.

ARTICLE II.

GENERAL PLAN OF DEVELOPMENT

Section 1. THE VILLAGE AT LAKE PINE II COMPLEX. The Declarant's general plan of development of The Village at Lake Pine II Complex, as more particularly described in Exhibit "A" attached hereto, contemplates the construction of residential Dwelling Units thereon and, further, that various portions of The Village at Lake Pine II Complex shall be set aside for the collective use of all of the residents thereof. The Declarant's general plan of development further contemplates that such residential Dwelling Units shall be whatever types of structures the Declarant may choose and in whatever forms of ownership the Declarant may choose. Declarant's general plan of development of The Village at Lake Pine II Complex may also include whatever facilities and amenities the Declarant considers in its sole judgment to be appropriate to the community contemplated by the plan. At no time, however, shall more than two hundred fifty-six (256) Dwelling Units be made subject to lands declared as the Properties under this Declaration.

At this juncture, Declarant is submitting to the terms of this Declaration the real property described in Exhibit "A" and referred to herein as The Village at Lake Pine II Complex. However, the portion of The Village at Lake Pine II Complex referred to herein as the "Properties", means and refers to the real property more particularly described in Exhibit "B" hereto and as more particularly defined in Section 26 of Article I hereinabove. Declarant's general plan of development of The Village at Lake Pine II Complex contemplates the implementation of the plan more fully described in Section 3 of this Article II, subject to Declarant's reservations or rights as more fully set forth herein. Declarant's general plan of development of the Properties contemplates the implementation of the plan more fully described in Section 2 of this Article II, subject to the terms, provisions and conditions of Article III and IV set forth below.

Section 2. DESCRIPTION OF THE PROPERTIES. The Properties shall, subject to the provisions of Article III below, be comprised of Lots and Common Properties. Dwelling Units are contemplated to be constructed upon the Lots as more particularly described in Exhibit "C" hereto, subject, however, to the provisions of Article IV below. The Dwelling Units and Lots upon which they are located are contemplated to be clustered in fourplex buildings, which buildings shall contain either Townhome Dwelling Units or Villa Dwelling Units, depending upon the designations therefor, as more particularly set forth in Exhibit "D" hereto.

Declarant's general plan of development for the Common Properties shall include such facilities and amenities as Declarant considers in its sole judgment to be appropriate to and for the

Properties. By way of example, but not limitation, such facilities may include private streets, roads, rights-of-ways and sidewalks, roads or rights-of-way dedicated to the public, utility and maintenance buildings, and whatever recreational facilities Declarant may elect, in its sole discretion, to build or have built.

The Village at Lake Pine II Complex plan for development contemplates the completion of two recreational areas hereafter referred to as "Recreation Lands - Part I" and "Recreation Lands - Part II". In the event that Declarant shall construct upon Recreation Lands - Part I and Recreation Lands - Part II any recreation facilities, the use, operation, upkeep, maintenance and control thereof shall be in accordance with The Village at Lake Pine II Recreational Land Use Agreement more particularly described in Article XXI of this Declaration.

Declarant shall have no obligation to build or have built any recreational facilities whatsoever upon Recreation Lands - Part I until and unless title to one hundred twenty-eight (128) Lots together with Townhomes or Villas thereon upon the Properties have been conveyed to purchasers thereof. In the event that the one hundred twenty-eight (128) Lots are sold and closed upon, it is contemplated that Recreation Lands - Part I may contain a bath house with sauna, a swimming pool together with pool deck, a barbecue facility under trellised pavilion, garden and picnic area, and dock area together with floating docks servicing boat slips.

Declarant shall have no obligation to build or have built any recreation facilities whatsoever upon Recreation Lands - Part II until or unless title to one hundred ninety-two (192) Lots together with Townhomes and Villas thereon upon the Properties have been conveyed to purchasers thereof. In the event that the one hundred ninety-two (192) Lots are sold and closed upon, it is contemplated that Recreation Lands - Part II may contain outdoor landscaping, two indoor, air conditioned racquetball courts, two outdoor tennis courts, and a basketball/volleyball half court.

Section 3. DESCRIPTION OF THE COMPLEX. The Village at Lake Pine II Complex is comprised of the Properties, Lots, and Common Properties, and other lands, all as more particularly defined by this Initial Declaration. With respect to the balance of the Complex not presently included in the Properties, Declarant intends to add same but, shall in no way be obligated to add same, by Supplemental Declaration(s) pursuant to which Declarant may declare the same to be additional portions of The Properties, Lots or Common Properties, as the case may be. The real property comprising The Village at Lake Pine II Complex is more particularly described in Exhibit "A" hereto.

Declarant contemplates that it may construct, but it shall not be obligated to construct, upon The Village at Lake Pine II Complex, two hundred fifty-six (256) Dwelling Units and that such plan of

development may be undertaken in four (4) distinct phases, each of which is to be comprised of The Properties, containing Lots and Common Properties thereon. The first phase (sometimes referred to as Phase 4) shall mean and refer to The Properties as defined and described in the Initial Declaration, the description for which and plan for development thereof is more particularly described in Section 2 of this Article II. Declarant contemplates that the second, third and fourth phases (sometimes referred to as Phases 5, 6 and 7 respectively) will each contain sixty-four (64) Dwelling Units. The implementation of any such development of Phases 5, 6 and/or 7 shall be in accordance with Declarant's plan for addition or withdrawal of The Properties, Lots and/or Common Properties as more particularly set forth in the Initial Declaration.

Construction and development of the portions of The Village at Lake Pine II Complex which have not been declared as The Properties (together with Lots and/or Common Properties thereon) is a projected plan of development only and nothing contained herein shall be construed as making it obligatory upon Declarant to construct such balance of The Village at Lake Pine II Complex (except for The Properties, Lots, Common Properties and Improvements thereon in accordance with its duties but subject to its reservations as described in the Initial Declaration) or, if constructed, to construct the same in accordance with the contemplated plan for development. In fact, unless Declarant declares by Supplemental Declaration the balance of The Village at Lake Pine II Complex (other than The Properties as defined by the Initial Declaration) to be additional lands added to The Properties, any improvements which may be constructed thereon may be used in any fashion which Declarant in its sole discretion desires.

Declarant expressly reserves the rights, as to the balance of The Village at Lake Pine II Complex (other than The Properties as defined by this Initial Declaration together with Lots, Common Properties and Improvements thereon) to: (i) commence construction and development of such other phases if and when Declarant so desires; (ii) develop any phase before any other phase or develop phases simultaneously; (iii) withhold construction of any phase or of any Improvements upon such balance of The Village at Lake Pine II Complex Land or of any portion thereof; (iv) sever one or more phases of development into two or more phases; (v) develop the balance of The Village at Lake Pine II Complex upon such time table as it in its sole discretion chooses; and (vi) modify the plan for development of the balance of The Village at Lake Pine II Complex in such manner as it, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct any future phases or to construct such phases according to the present plan of development. In no event, shall more than two hundred fifty-six (256) residential Dwelling Units be constructed

upon all or portions of The Village at Lake Pine II Complex Lands which are declared as the Properties.

Section 4. ABSENCE OF OBLIGATION. Declarant's general plan of development is flexible and dynamic and thus, nothing in this Article II shall obligate Declarant to develop The Village at Lake Pine II Complex in accordance with its general plan of development as described hereinabove. Likewise, nothing in this Article II shall obligate Declarant to develop the Properties in accordance with its general plan of development or in accordance with Exhibit "D" hereto. In the event that Declarant shall sell and convey title to all of the Lots upon the Properties, and thereafter declare additional phases to constitute the Properties, Declarant shall and hereby does reserve the absolute right in its sole discretion to develop the Recreation Lands - Part I and Recreation Lands - Part II in such manner as it deems fit including, but not limited to, the modification, expansion, elimination, replacement, substitution, and/or alteration of any proposed improvements thereon as described in Section 2 of this Article II.

Section 5. COMPLETION OF COMMON PROPERTIES. Subject to Declarant's reservations of rights pursuant to this Declaration (and, in particular, Articles III and IV hereof), Declarant covenants that, by the time of its conveyance of each Lot hereunder, it shall have completed improvements to or serving the Common Properties to an extent (i) sufficient to provide paved access for pedestrian and vehicular traffic from the public roadway adjacent to the Properties (and abutting the westerly border of the Complex) to such Lot, (ii) sufficient to provide paved parking for the Owner of such Lot in accordance with the plan for development disclosed in this Declaration and (iii) sufficient to provide lawn and green areas (and such other landscaping as Declarant deems appropriate or necessary) about such Lot.

ARTICLE III.

ADDITIONS TO AND

WITHDRAWALS FROM THE PROPERTIES

Section 1. ADDITIONS. Declarant may from time to time, by recording appropriate Supplemental Declarations in the Public Records of Broward County, Florida, add all or portions of The Village at Lake Pine II Complex (including the Improvements on those portions) to the Properties created by the Initial Declaration and may declare all or part of such additional property (including any Improvements thereon) to be Common Properties. To be effective, any such Supplemental Declaration must be executed by both the Declarant and the record fee owner or owners, if any, of the property which the Supplemental Declaration purports to add to the Properties. The execution of a joinder in or consent to any such Supplemental

Declaration by Owners, mortgagees, lienors or the Association shall not be necessary for such Supplemental Declaration to be effective and the joinder in or consent to this Initial Declaration by any such parties shall constitute full acknowledgment and approval of the foregoing. Any such Supplemental Declaration may submit the properties added by it to such additions to and modification of the Covenants and Restrictions contained in the Initial Declaration as may be necessary or convenient, in the Declarant's judgment, to reflect or adapt to any changes in circumstances or difference in the character of the added properties. Without limiting the generality of the preceding sentence, any Supplemental Declaration may declare any part or all of any Properties added by it to be Limited Common Properties for the specific use of only certain of the Owners. Such Owners may either be specifically designated in the Supplemental Declaration or may be designated later by the Declarant pursuant to provisions set forth in the Supplemental Declaration, which provisions may authorize the Declarant to charge and retain fees for having assigned the right to use a particular Limited Common Property to a particular Owner or Owners, and may (but need not) subject those Limited Common Properties to specific rules, regulations and/or provisions with respect to their use and with respect to the payment of expenses relating to them, including provisions that require only those persons who are entitled to use the Limited Common Properties to pay for their operation and maintenance. The rights to charge and retain such fees shall, however, be limited to the event of assignment of Limited Common Property which shall, upon such assignment, be appurtenant to and pass with title to the Lot owned by the Owner to whom such rights have been assigned. Nothing contained in this Section shall be construed to require the joinder by or entitle a right to consent by owners or mortgagees of Lots upon the Properties to any such Supplemental Declaration.

Section 2. DESIGNATION OF ADDITIONAL COMMON PROPERTIES. The Declarant may, from time to time, by recording appropriate Supplemental Declarations in the Broward County, Florida, Public Records, designate portions of the then existing Properties owned by it to be Common Properties.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "B" hereto is submitted and declared as The Properties by the Initial Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required by Section 1 of this Article III with respect to it, no portion of the remainder of The Village at Lake Pine II Complex shall in any way be deemed to constitute a portion of The Properties or be affected by the Covenants and Restrictions expressly binding The Properties as provided by the terms of this Declaration. Every such portion of The Village at Lake Pine II Complex may be freely sold, conveyed or

otherwise disposed of by the owner thereof free and clear of any of the covenants and restrictions and other terms of this Declaration relating solely to The Properties, but subject, however, only to the terms and provisions hereof which are expressly declared to be binding upon The Village at Lake Pine II Complex in its entirety.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require the Declarant to add properties to the Properties created by the Initial Declaration or to require it to declare any part or particular part of any properties added to the Properties to be Common Properties.

Section 5. WITHDRAWAL. Anything herein to the contrary notwithstanding, Declarant reserves the absolute right at any time to withdraw portions of the Properties from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the Broward County, Florida, Public Records, provided that, to be effective, any such Supplemental Declaration must be executed by the Developer, the Owner of each Dwelling Unit located on the property sought to be withdrawn (if any), and each holder of an Institutional Mortgage on a Dwelling Unit located on the property sought to be withdrawn (if any). The execution of a joinder in or consent to any such Supplemental Declaration by unit owners, (except as prescribed by the preceding sentence), or by lienors or the Association, shall not be necessary for such Supplemental Declaration to be effective, and the joinder in or consent to this Initial Declaration by any such parties shall constitute full acknowledgment and approval of the foregoing. Nothing contained in this Section shall be construed to require the joinder by or entitle a right to consent by Owners of Lots upon the portion of the Properties which is not withdrawn by such Supplemental Declaration.

ARTICLE IV.

IDENTIFICATION, ADDITION AND WITHDRAWAL OF LOTS, VILLAS AND TOWNHOMES

Section 1. IDENTIFICATION SCHEME. The Lots legally described in Exhibit "C" hereto and graphically depicted on Exhibit "D" hereto are each uniquely designated in those Exhibits by a single, identifying Lot number, and any Supplemental Declaration adding or withdrawing property as Lots shall contain a legal description and graphic depiction extending this scheme of identification to the added Lots. For purposes of any conveyance or mortgage of a Lot, the Lot may be described by reference to the designation given it in this Declaration and any such description shall be deemed to encompass any Townhome or Villa Dwelling Unit located on the Lot unless the description expressly provides otherwise. By way of example (though not of limitation), the following shall be deemed to be a sufficient legal description of a

Lot (together with Villa or Townhome located thereon, as the case may be) designated on Exhibits "C" and "D" as Lot "_____":

Lot _____ according to the Plan thereof, as annexed to the Declaration of Covenants and Restrictions for The Village at Lake Pine II, recorded in Official Records Book _____, Page _____, of the Public Records of Broward County, Florida;

and, if a Lot was submitted to the Declaration by a First Supplemental Declaration of Covenants and Restrictions for The Village at Lake Pine II Complex which designated the Lot as "Lot _____", the legal description of the Lot (together with Villa or Townhome located thereon, as the case may be) would be sufficient if it were in the following form:

Lot _____ according to the Plan thereof annexed to the First Supplemental Declaration of Covenants and Restrictions for The Village at Lake Pine II, recorded in Official Records Book _____, Page _____, of the Public Records of Broward County, Florida.

The foregoing shall not, however, be construed to prohibit the conveyance of a Lot by reference to any metes and bounds legal description for the same and, in the event of a conflict between the metes and bounds legal description for a specifically numbered Lot as set forth in Exhibit "C" hereto and that set forth in the deed conveying such Lot, the latter such legal description shall govern and control. In the event of any such conflict, Declarant may (but need not) record a Supplemental Declaration correcting the legal description set forth in Exhibit "C" hereto which, to be effective, need only be executed by Declarant.

Section 2. ADDITIONS. The Declarant may from time to time, by recording appropriate Supplemental Declarations in the Public Records of Broward County, Florida, add portions of The Village at Lake Pine II Complex (including the improvements on those portions) to the Lots submitted to the Initial Declaration. To be effective, any such Supplemental Declaration must be executed by both the Declarant and the record fee owner or owners, if any, of the property which the Supplemental Declaration purports to add as Lots. The execution of a joinder in or consent to any such Supplemental Declaration by Owners, nortgagees, lienors or the Association shall not be necessary for such Supplemental Declaration to be effective, and the joinder in or consent to this Initial Declaration by any such parties shall constitute full acknowledgment and approval of the foregoing. Any such Supplemental Declaration may submit the properties added as Lots by it to such additions to and modifications of the covenants and restrictions contained in the Initial Declaration as may be necessary or convenient, in the Declarant's judgment, to reflect and adapt to any changed

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circumstances or any difference in the character of the added Lots. Nothing contained in this Section shall be construed to require the joinder by or entitle a right to consent by Owners of Lots upon the Properties to any such Supplemental Declaration.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "C" hereto is submitted and declared as Lots by the Initial Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required by this Initial Declaration with respect to it, no portion of the remainder of The Village at Lake Pine II Complex shall be in any way be deemed to constitute Lots or be affected by the covenants and restrictions expressly binding the Lots as provided by the terms of this Declaration. Every such portion of the remainder of The Village at Lake Pine II Complex may be freely sold, conveyed or otherwise disposed of by their owner or owners free and clear of any of the covenants and restrictions and other terms of this Declaration relating solely to the Lots, but subject however, to the terms and provisions expressly binding upon The Village at Lake Pine II Complex in its entirety.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require the Declarant to add properties to the Lots created by the Initial Declaration.

Section 5. WITHDRAWAL. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right at any time to withdraw one or more Lots from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the Broward County, Florida, Public Records, provided that, to be effective, any such Supplemental Declaration must be executed by the Declarant, the Owner of the Lot sought to be withdrawn, and the holder of any Institutional Mortgage on the Lot sought to be withdrawn. Nothing contained in this Section shall be construed to require the joinder by or entitle a right to consent by any mortgagees or by Owners of Lots upon the portion of the Properties which is not withdrawn by such Supplemental Declaration.

ARTICLE V.

OWNER'S PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a non-exclusive, common right and easement of ingress and egress over, enjoyment in, and use of Common Properties, which right and easement shall be appurtenant to and shall pass with title to his Townhome or Villa Dwelling Unit, as the case may be, subject to the following conditions and limitations:

(a) The right of the Association to reasonably limit the number and nature of guests and invitees of Owners or of an Owner's lessees using the Common Properties.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Properties.

(c) The right of the Association to establish uniform rules and regulations pertaining to the portions of each Lot visible from any portion of the Common Properties for the purposes of enhancing the aesthetic uniformity of the Properties including, but not limited to, prohibitions against the planting of trees, flowers, hedges and other plants or against the temporary or permanent placement of personalty including swings, hammocks, toys or other recreational devices.

(d) The right of the Association to charge uniform and reasonable admission and other fees for the use of Improvements in the nature of recreation facilities, or portions thereof, constructed upon the Common Properties.

(e) The right of the Association in accordance with its Articles, By-Laws and this Declaration, with the vote or written assent of two-thirds (2/3) of each class of Members, to borrow money for the purpose of improving the Common Properties and facilities, and, 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 subordinated to the use rights of the Owners.

(f) The right of the Association to suspend the voting rights and right to use the Common Properties (except means of ingress and egress) by an Owner for any period during which any assessment against his Dwelling Unit remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published Rules and Regulations of the Association, provided that any suspension of such voting rights or right to use the Common Properties shall be made only by the Board of Directors of the Association, after notice and an opportunity for a hearing.

(g) The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective, unless Members entitled to cast two-thirds (2/3) of the voting power of the Class A Members, and the Class B Members if any, agree to such dedication, release, alienation or transfer.

(h) The right of the Declarant and Declarant's Permittees to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, ingress, egress, construction and exhibit purposes.

(i) The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement, or of the general Improvements within the Common Properties, as the case may be.

(j) 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.

(k) The easements provided elsewhere in this Article and in Article XVIII hereof.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his Family, or to the tenants who reside in his Dwelling Unit, subject to all rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

Section 3. PARKING. All parking areas for the use of the Unit Owners are located on the Common Properties. The Declarant shall have the right at any time and from time to time to grant to specific Dwelling Units the exclusive right to use one or more of such parking spaces. Any such grant to a Dwelling Unit shall be made by the Declarant by a written assignment (which shall not be recorded) granting to the Unit's Owner the exclusive right to use (and not title to) such space(s) as an appurtenance to the Unit and not separately alienable therefrom. Such exclusive right to use shall pass with title to such Unit whether or not specifically assigned. Temporary guest or recreational parking shall be permitted only within spaces and areas clearly designated for this purpose, if any. The Declarant may also, in the Initial Declaration and in Supplemental Declarations, grant to specific groups of Dwelling Units the right (subject to more specific Unit by Unit assignments to Dwelling Units within the group) to use one or more parking areas to the exclusion of other groups of units. Subject to the foregoing, the Association, through its officers, committees and agents, shall be entitled to establish regulations concerning parking on any portion of the Common Properties and may make provision for the involuntary removal of any vehicle violating them. The Association may suspend the Owner's right to use his parking space during any period his Assessments are delinquent. Notwithstanding the foregoing, the Association shall in no way interfere with the parking requirements of Declarant or Declarant's Permittees with respect to unassigned parking spaces.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Declarant hereby reserves, grants and

covenants for itself and all future Owners, their invitees, and Institutional Mortgagees of the Properties (or portions thereof), and for the Association (the "beneficiaries") that all such beneficiaries shall have a non-exclusive easement appurtenant for vehicular traffic over all streets governed by The Village at Lake Pine II Access Road, Easement and Maintenance Agreement set forth as Exhibit "J" hereto (as well as alcoves, cul-de-sacs and other private, paved areas abutting or serving the same) and any private streets and driveways within or upon the Properties, subject to the parking provisions set forth in Section 3 of this Article V.

Section 5. EASEMENTS FOR PUBLIC SERVICE USE. In addition to the foregoing easements over the Properties, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners, easements for cable TV, municipal and private utility companies, and other governmental public services, including, but not limited to, the right of the police, fire, health, sanitation and other public service personnel to enter upon (with or without vehicles or animals) any part of the Common Properties or The Village at Lake Pine II Complex for the purpose of carrying out their duties and the right of all utility companies to install, maintain, replace or supplement their equipment and facilities.

Section 6. ACCESS EASEMENT. Declarant hereby reserves perpetual non-exclusive easements of ingress and egress over and across any and all streets (as well as alcoves, cul-de-sacs and other private, paved areas abutting or serving the same) and any private driveways within or upon The Village at Lake Pine II Complex and all other portions of The Village at Lake Pine II Complex which are necessary or convenient for enabling Declarant to carry on the work referred to in Article XIII, Section 13 hereof, which easements shall be for the use of Declarant, Declarant's Permittees, Declarant's successors and assigns, Owners, and the respective lessees, employees, agents, invitees and licensees of Declarant and Owners.

Section 7. WAIVER OF USE. No Owner other than Declarant may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Dwelling Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon or by abandonment of his Dwelling Unit.

Section 8. TITLE TO THE COMMON PROPERTIES.

(a) Mortgaging of Common Properties. Subject to paragraph (b) of this Section, the Declarant may mortgage any part or all of the Common Properties (as well as portions of The Village at Lake Pine II Complex other than Lots) to finance construction and development expenses provided that the Mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such

event, Owners of Lots upon the Properties shall not be required to join in to or be entitled to consent to such mortgage.

(b) Transfer of Title to Common Properties. When title to all Lots (together with Dwelling Units thereon) located upon the Properties (as defined in the Initial Declaration) have been conveyed to non-Declarant purchasers, or on December 31, 1987, whichever occurs first, or sooner at the Declarant's option, the Declarant shall convey to the Association, by quit claim deed or deeds, the fee simple title to the Common Properties (as defined in the Initial Declaration) free and clear of any liens but subject to:

- (1) any real estate taxes and assessments for the year in which the Common Properties are transferred;
- (2) any covenants, conditions, restrictions, reservations, limitations and easements then of record; and
- (3) any zoning ordinances then applicable.

The Association shall accept this conveyance of the Common Properties and shall pay all costs of such conveyance including documentary stamp and other taxes of conveyance, recording charges, title insurance expense, and attorneys fees. The Association shall thereafter hold title to them for the benefit of those persons entitled to use them under the provisions of this Declaration. The conveyance shall not impair in any way the Declarant's rights and easements set forth elsewhere in this Declaration, including, without limiting the generality of the foregoing, Section 13 of Article XIII and Section 4 of Article XVIII. The Declarant may convey the Common Properties all at once or separately at different times provided only that the deadlines set forth above are adhered to. Any properties declared to be added as common property by any Supplemental Declaration shall be conveyed to the Association upon the later of the conveyance of all Dwelling Units then contemplated to be constructed thereon or four (4) years from the date of recording such Supplemental Declaration, provided, however, that Declarant's rights pursuant to Articles II, III, and IV shall be paramount to the foregoing.

ARTICLE VI.

MEMBERSHIP IN ASSOCIATION

Section 1. MEMBERSHIP. Every Owner of a Lot and the Declarant shall be a Member of the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner in the Association shall be appurtenant to and may not be separated from the fee ownership of his Lot. Ownership of such Lot shall be the sole qualification for membership of an Owner in the Association.

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ARTICLE VII.
VOTING RIGHTS

Section 1. CLASSES OF VOTING MEMBERSHIP. The Association shall have two (2) classes of voting Members as follows:

Class A: Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot which is subject to assessment, as further provided in this Declaration. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon termination of Declarant's Class B Membership as provided below.

Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote plus two (2) votes for each vote which the Class A Members as a whole are entitled to cast from time to time (by way of example, if, at a given point in time, there were fifty (50) Class A Members, the Class B Member would be entitled to 101 votes); provided that the Class B Membership shall cease and be converted to Class A Membership upon the first to occur of any of the following: (a) the arrival of December 31, 1989; (b) at least two hundred fifty-six (256) Dwelling Units have been closed upon and conveyed to purchasers thereof; or (c) thirty (30) days after Declarant elects to terminate the Class B Membership; whereupon, the Class A Members shall assume control of the Association and elect the Board.

Section 2. VOTE DISTRIBUTION. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot (such persons being referred to in this Section as "Co-Owners"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. Such Co-Owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting Co-Owner is designated, or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the Co-Owners of the Lot mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her Co-Owners. No vote shall be cast for any Lot where the majority of the Co-Owners cannot agree to said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned 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 percentages established herein, and/or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association.

ARTICLE VIII.

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

(a) Maintain, repair and otherwise manage the Common Properties and all facilities, Improvements and landscaping thereon in accordance with the provisions of this Declaration;

(b) Maintain all private streets (subject to applicable provisions of the Access Road, Easement and Maintenance Agreement), driveways and sidewalks within or upon the Common Properties, including cleaning and periodic resurfacing;

(c) Obtain, for the benefit of the Common Properties, all commonly metered water, sanitary sewage and electric services, and may provide for all refuse collection and cable or master television service (if any) as necessary;

(d) Grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable TV and other services over the Common Properties to serve the Common Properties and other portions of the Properties;

(e) Maintain such policy or policies of liability, fire and casualty insurance with respect to the Common Properties and personal property, if any, located thereon or used in connection therewith and owned by the Association or the Declarant as provided herein for furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws and/or Articles of the Association;

(f) Employ staff or contract with a Management Company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association, and to delegate its powers to committees, officers and employees;

(g) Install and maintain such security devices, detectors and communication facilities, and employ or contract for employment of security services, guards and watchmen for the Common Properties as the Board deems necessary or appropriate;

(h) Promulgate, amend and alter rules and regulations governing the use of the Common Properties;

(i) Seek (as a matter of right, but not as a duty) the vacation of publicly dedicated streets upon or serving the Properties;

(j) Maintain in good condition any water courses and the Lake (or portion thereof) upon the Properties; and

(k) Take such other action which the Board shall deem advisable with respect to the Properties as may be permitted hereunder or under the law.

ARTICLE IX.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Declarant, for each Lot now or hereafter owned by it and located upon lands now or hereafter added as the Properties, hereby covenants, and each Owner of any Lot upon the Properties by acceptance of a deed therefor (or who accepts title thereto as an heir or devisee) whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) Common Assessments for Common Expenses, (b) Capital Improvement Assessments, (c) Special Assessments, and (d) Reconstruction Assessments; all of such assessments to be established and collected as hereinafter provided (whether or not the covenant or agreement is expressly mentioned in the deed or other instrument by which he, she, or it acquired title). Such Assessments, together with any related interest, penalties, and costs of collection including reasonable attorneys' fees, shall be a charge on the Lot and Townhome or Villa located thereon (and any other improvements thereon) and shall be and constitute a continuing lien thereon. Each such Assessment, together with interest, penalties, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Property against which the Assessment is made or on which the Assessment constitutes or gives rise to a lien and, except as otherwise provided therein, the personal obligation of his successors and assigns. If the Owner consists of more than one (1) person or entity, each such person or entity shall be jointly and severally liable for the aforementioned obligations. Subject to provisions of this Declaration protecting Institutional Mortgagees, the personal obligation for delinquent assessments shall pass with the Lot and successors-in-title to such Lot must pay the same at or before closing. The Board of Directors shall deposit all monies collected in one or more accounts as it shall elect. Maintenance funds collected by Common Assessments shall include monies for either a Common Properties Reserve Fund for the replacement, repair, painting, resurfacing and other maintenance of the Common Properties' facilities, or specific budgetary reserves therefor, to the extent necessary under the provisions of this

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Declaration. The Board shall not commingle any amounts deposited for such purposes with other funds received by it.

Section 2. PURPOSE OF COMMON ASSESSMENTS. The Assessments imposed by this Article shall be used for the Association's operation and administration and fulfillment of its duties hereunder. Such duties shall include the promotion of the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and the Improvements and maintenance of the Common Properties as provided herein. Disbursements shall be made by the Board 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 start-up expenses advanced by the Declarant. However, disbursements from the Common Properties Reserve Fund or other reserve funds shall be made by the Board of Directors only for the specific purposes specified in this Article IX except as noted above. Disbursements of funds other than funds held for Common Properties reserves shall be made by the Board of Directors for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners.

Section 3. DAMAGE TO COMMON PROPERTIES BY OWNERS. The foregoing maintenance, repairs or replacements within the Common Properties arising out of or caused by the willful or negligent act of an Owner, his family, guests, invitees or lessees shall be effected at said Owner's expense or a Special Assessment therefor shall be made against his Lot together with all Improvements thereon (unless proceeds of insurance are collected with respect thereto).

Section 4. CAPITAL IMPROVEMENT AND RECONSTRUCTION ASSESSMENTS. In addition to the Common Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement or other such addition upon the Common Properties, including fixtures and personal property related thereto; provided that any such Reconstruction Assessment in excess of Twenty Five Thousand (\$25,000.00) Dollars, or Capital Improvement Assessment in excess of Seven Thousand Five Hundred (\$7,500.00) Dollars, shall require the vote or written assent of a majority of the Members who are subject to such Assessments. No action authorized in this Section shall be taken without the prior written consent of Declarant as long as Declarant owns any portion of The Village at Lake Pine II Complex.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than thirty (30) 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 meeting.

Section 6. DATE OF COMMENCEMENT OF UNIT OWNERS' OBLIGATION FOR COMMON ASSESSMENTS. Every Owner other than the Declarant shall be required to pay Assessments under this Article with respect to his Lot upon acquiring title thereto. The Declarant, however, shall not be required to elect either to pay any Assessment or, alternatively, to elect to pay other sums due (in accordance with its rights under Section 11 of this Article) on any Lot owned by it unless and until the appropriate governmental authority has issued a temporary or final certificate of occupancy (or its equivalent) authorizing occupancy of the Villa or Townhome upon that Lot.

Section 7. SETTING OF COMMON ASSESSMENTS: DUE DATE. The Board of Directors shall fix the amount of the annual Common Assessment to be levied against each Owner subject to assessment at least thirty (30) days in advance of the period covered by the assessment. The Board of Directors shall have the right to increase or decrease the amount of such annual Common Assessment at any time during such period if it, in the exercise of its judgment, deems such increase or decrease to be necessary or appropriate. In such event, written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner at least thirty (30) days prior to the effective date of such change. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Members of the Association a written, itemized estimated operating budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration. The Assessments shall be based upon an estimated budget that includes reasonable reserves for deferred maintenance of Improvements the Association is responsible hereunder for maintaining and may (but need not) include reserves for other contingencies. The Board may provide in its absolute discretion that the periodic Assessments be payable either quarterly or monthly. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement for each fiscal year, and 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the Assessments on a specified Dwelling Unit have been paid.

Section 8. EXEMPT PROPERTY. Common Expenses shall be assessed only against Dwelling Units which are subject to assessment

under the provisions hereof, and all other portions of The Village at Lake Pine II Complex shall be exempt therefrom.

Section 9. SPECIAL ASSESSMENTS. Special (i.e. non-periodic) assessments may at any time be levied by the Board upon all Owners subject to periodic assessments to make up actual deficits or anticipated deficits in operating and maintenance accounts resulting from inadequate periodic assessments and may be levied against any Owner individually to collect a liability of that Owner to the Association that is not common to all the other Owners.

Section 10. SHARE OF ASSESSMENTS. The periodic Common Assessments provided for hereinabove and the special assessments provided for in Section 9 of this Article that are to be levied on all Owners shall be divided evenly among the Lots subject to assessment.

Section 11. DECLARANT EXEMPTION. Anything to the contrary herein notwithstanding, the Declarant shall not be liable for any Assessments as long as the Declarant pays all deficits in operation of the Association above the assessments collectible from other Owners. In calculating such deficit, only actual current expenses (other than capital expenses and reserves) shall be computed. The Declarant may at any time and from time to time be relieved of all obligations to fund deficits by electing, for any assessment period or periods, to pay assessments imposed on Lots for which it is the Owner pursuant to the formula set forth above in Section 10 of this Article (except that, in any case, no assessments need be paid by the Declarant for any Lot it owns until a certificate of occupancy is issued therefor).

Section 12. ASSOCIATION'S REMEDIES FOR NON-PAYMENT.

(a) Penalties for Delinquency. Any assessment that is unpaid for more than ten (10) days after the date it is due shall bear interest at the highest rate permitted by law from the date it is due until the date it is paid.

(b) Enforcement of Lien. The Association may bring an action in its name to foreclose any lien on a Lot upon which a Townhouse or Villa is located in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or special assessments with interest thereon (plus the costs and expenses mentioned in Section 12(c) of this Article) without waiving any claim of lien, provided that in either case the Association must give the delinquent Owner at least thirty (30) days' written notice of its intentions and, in the case of a foreclosure, must file a claim of lien in the Public Records of Broward County, Florida. Upon the timely curing of any default (including the payment of fees and costs secured by the Association's lien) for which a claim of lien was filed, the Owner curing the default is entitled to have a satisfaction of lien recorded upon payment to the Association of a

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fee to be determined by the Association but not to exceed Fifty Dollars (\$50.00).

(c) Attorneys' Fees and Other Costs of Enforcement.

Reasonable attorneys' fees incurred by the Association or its agent incident to the collection of an unpaid periodic or special assessment or the enforcement of any lien provided for by Section 1 of this Article (including attorneys' fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all sums advanced and paid by the Association or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and be secured by the Association's lien.

(d) Status of Transferees. No person or entity that acquired title to a Lot or Townhome or Villa as a result of a foreclosure of an Institutional Mortgage or any bona fide first mortgage of record or that accepts a deed to a Lot in lieu of foreclosing an Institutional Mortgage or record shall be liable for the share of periodic or special assessments pertaining to that Lot or Townhome or Villa or chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a claim of lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such shares of assessments for which the new Owner is not liable shall be collectible by periodic or special assessments from all the Owners, including the new Owner of the Lot in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Lot or Townhome or Villa shall be jointly and severally liable for all unpaid periodic or special assessments against the grantor for his share of the Assessments up to the time of the conveyance. Anything contained herein to the contrary notwithstanding, each and every Owner, including purchasers at a judicial sale, shall be liable for all periodic or Special Assessments coming due while he is the Owner of a Lot or Townhome or Villa regardless of how his title was acquired.

(e) Cumulative Remedies. The remedies provided in this Section 12 shall be cumulative and not mutually exclusive.

Section 13. ASSOCIATION'S CERTIFICATE. Each Owner of an assessable Lot and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid periodic or special assessments against the Owner with respect to his Lot upon payment to the Association of a reasonable fee not exceeding Ten Dollars (\$10.00). Any person other than the Owner of the Lot in question who relies upon such a certificate shall be protected thereby.

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Section 14. SUBORDINATION. The lien on each Lot provided for in this Article shall be subordinate to the lien of any first or second mortgage on that Lot made in good faith and for value and recorded before a claim of lien is filed under this Article with respect to that Lot.

ARTICLE X.
ARCHITECTURAL CONTROL

Section 1. MEMBERS OF COMMITTEE. The Architectural Committee sometimes referred to in this Declaration as the "Committee," shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Dwelling Units planned for construction upon The Village at Lake Pine II Complex have been conveyed, or at such earlier time as the Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee, other than those designated by the Declarant, may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION. Subject to Section 8 of this Article, no building, fence, gutters or rainspout, antenna, wall, aerial, micro-wave dish, external enclosure, patio fencing, covers or other Improvement (including landscaping) shall be commenced, painted, erected, installed, planted or maintained on the Properties, nor shall any canopy or shutters be attached to or placed upon outside walls or roofs of any Dwelling Unit or Building by any Owner other than Declarant until and unless 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 Architectural 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 Village at Lake Pine II Complex as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue such rules or guidelines setting forth procedures for the submissions of plans and specifications submitted for its review as it deems proper, including, without limitation, the submission of floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior materials and colors. If the

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proposed construction alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval may also be subject to approval by the Board of the Association. The Committee may condition its approval of proposals and plans and specifications in such manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such request. Until receipt by the Committee of any required plans and specifications, or other additional information requested by it, 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 thirty (30) day period, such plans shall be deemed approved. Notwithstanding any provision in this Article X to the contrary, the approval of the Architectural Committee shall not be required for any additions, changes or alterations to Townhome or Villa Dwelling Units that are contained within such structures if such additions, changes or alterations are not visible from outside such Dwelling Units. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. No construction, reconstruction, addition, alteration or change by Declarant shall require the prior approval or any certificate of consent of the Committee.

Section 3. 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 for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 4. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee to 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 matter whatsoever subsequently or additionally submitted for approval or consent.

Section 5. COMPENSATION OF 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.

Section 6. 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 X, the submitting party 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 Improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans it shall notify the submitting party in writing of such non-compliance within such 60-day period, specifying the particulars of non-compliance, and shall require the submitting party to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification, the submitting party shall have failed to remedy such non-compliance, the Committee shall notify the Board of the Association in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the submitting party 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 submitting party does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy a Special Assessment against such submitting party for reimbursement.

(d) If for any reason the Committee fails to notify the submitting party of any non-compliance within sixty (60) days after receipt of said written notice of completion from the submitting party the Improvement and/or alteration shall be deemed to be in accordance with said approved plans.

Section 7. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee Representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic consideration, and the overall benefit or detriment which would result to the immediate vicinity and to the community then planned to be created upon The Village at Lake Pine II Complex. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior

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finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declarations for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE XI.

MAINTENANCE REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION.

(a) Maintenance of Townhome and Villa Dwelling Units. With respect to Improvements upon the Properties, the Association shall be responsible for painting, repairing and replacing, as and when it deems same reasonably necessary, of the exterior building surfaces of each Villa and Townhome, the roof of each Villa and Townhome, those portions of any parapet partially surrounding a patio or terrace appurtenant to a Villa or Townhome which are visible from outside the Lot on which the Villa or Townhome is situated, fencing originally installed by Declarant, the gutters and downspouts of each Villa or Townhome (but not the doors, windows and the gutters and downspouts of each Villa or Townhome (but not the doors, windows and screens of any Villa or Townhome), and the grounds and landscaping upon the portions of each Lot which are visible from the Common Properties, provided that the painting, repair or replacement (as the case may be) is not necessitated by fire or other casualty or by the negligence or misconduct of the Villa's or Townhome's Owners, tenants, guests, or invitees. The Board may delegate the responsibility of ordering and/or performing the work required by this Section to a management company.

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(b) Trash Collection. If reasonably feasible, the Association shall arrange and contract for the collection of trash from the Villas and Townhomes.

(c) Common Properties. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, including all recreational facilities, commonly metered utilities, the interior and exterior of all recreation buildings, and any and all utility facilities and buildings 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, subject, however, to the Access Road, Easement and Maintenance Agreement. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in its judgment to be appropriate.

Section 2. BY THE OWNERS.

(a) Maintenance of Villa and Townhome. With respect to Improvements upon the Properties, each Owner shall be responsible for keeping the interior and exterior of his Villa and/or Townhome in a clean safe and orderly condition and in good repair to the extent the Association is not responsible for doing so under Section 1 of this Article. Each Owner shall be responsible for the maintenance, replacement or repair of all doors, windows, screens and other portions of his Townhome and/or Villa not maintained by the Association in accordance with Section 1 of this Article. Such responsibilities shall also include the maintenance, repair or replacement of all appliances, including the air conditioning and heating unit (and all components thereof) servicing such Townhome and/or Villa.

(b) Repair and Reconstruction After Casualty. If a Villa and/or Townhome is damaged by fire or other casualty, its Owner shall promptly restore it to at least as good a condition as it was in before the casualty occurred. Any such work shall be in accordance with the Villa's and/or Townhome's original plans and specifications unless otherwise authorized by the Board and shall be otherwise subject in all respects to the provisions of Article X hereof entitled "Architectural Control".

(c) Insurance. Each Owner shall keep his Villa and/or Townhome insured in an amount not less than its full insurable value against loss or damage by fire, other hazards covered by standard extended coverage endorsements, and whatever other risks are customarily covered with respect to dwellings similar to his Villa and/or Townhome in construction, location and use (such as flooding, vandalism and malicious mischief). Evidence

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of such coverage shall be furnished to the Association promptly upon the Board's request.

(d) Failure to Perform. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to enjoin compliance with them. In addition, if the failure relates to the Owner's insurance obligations, the Association shall be entitled (though not obligated) to obtain the required coverage itself and to levy on the offending Owner a special assessment equal to the cost of the premiums and, if it relates to his maintenance or restoration obligations, shall be entitled (though not obligated) to restore the neglected Villa and/or Townhome to the condition required by this Section and to levy on the offending Owner a special assessment equal to the cost of the work that was the Owner's responsibility.

Section 3. DAMAGE TO BUILDINGS.

(a) Exterior Appearance and Design. Any building containing Dwelling Units and which has suffered damage may apply through the Owners thereof for approval to the Architectural Committee for reconstruction, rebuilding or repair of the Improvements therein. Application for such approval shall be made in writing, together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant such approval only if upon completion of the work the exterior appearance and design will be substantially like that which existed prior to the date of the casualty. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing together with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.

(b) Time Limitation. The Owner or Owners of any damaged building, the Association and the Architectural Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond his or its reasonable control.

(c) Declarant's Exemption. The Developer shall be exempt from the provisions of paragraphs (a) and (b) of this Section 3.

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ARTICLE XII.

PARTY WALLS

Section 1. GENERAL. Each wall built as part of the original construction of the various Villas and/or Townhomes and placed on the dividing line between Lots on which they are situated shall constitute a party wall, and each Owner of one of the Lots shall own that portion of the wall which stands on his own Lot together with a cross-easement of support in the other portion. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all such party walls.

Section 2. EASEMENTS. Easements are reserved in favor of all Lots sharing a party wall for overhangs or other encroachments resulting from original construction or from restoration that conforms substantially to the original construction.

Section 3. SHARING OF REPAIR AND MAINTENANCE. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 4. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, but not greater dimension of that party wall, or of any extension or restoration thereof, shall be placed upon the Lot of the other Owner who is not extending, constructing or restoring it than that existing prior to the fire or other casualty, unless the written consent of the latter is first obtained. No part of any addition to the dimensions of that party wall (or of any extension thereof already built) that may be made by either one of the Owners who have used it (or by those claiming under them respectively) shall be placed upon the Lot of the other Owner, unless the written consent of the latter is first obtained. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to his use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. WEATHER PROOFING. Notwithstanding any other provision of this Article XII, any Owner who by his negligent or willful act causes a part of the party wall not previously exposed to the elements to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners'

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successors in title to his Lot. Upon conveyance or other transfer of title, the liability of the prior Owner shall cease.

Section 7. ARBITRATION. In the event of any dispute arising concerning a party wall or under the provisions of this Article generally, each party shall choose one arbiter, those arbiters shall choose one additional arbiter, and the decision of a majority of the three arbiters thus chosen shall be conclusively determinative of the question involved. If a panel cannot be designated in this way, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association (or its successors in function) then obtaining. Any decision made pursuant to this Section 7 shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

ARTICLE XIII.
USE RESTRICTIONS

All of the Properties shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 14 hereof.

Section 1. NUISANCES. No noxious or offensive activity shall be carried on about the Properties or in or about any Buildings or other Improvements, Dwelling Units, Lots or on the Common Properties, or on any portion of The Village at Lake Pine II Complex, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Villas and/or Townhomes which is a source of annoyance to Owners or occupants of Villas and/or Townhomes or which interferes with the peaceful possession or proper use of the Villas and/or Townhomes or the surrounding Common Areas. No loud noises or noxious odors shall be permitted in any buildings or other Improvements, Dwelling Units, Lots, or on the Common Properties, and the Board of Directors shall have the right to determine in accordance with the By-Laws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of the Properties, or exposed to the view of other Owners without the prior written approval of the Board of Directors.

Section 2. SIGNS. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the buildings or other Improvements,

Dwelling Units, Lots Common Properties, or any portion of The Village at Lake Pine II Complex without the prior written consent of the Board of Directors, except signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period of any and all of The Village at Lake Pine II Complex, and excepting such reasonable signs as Declarant shall authorize.

Section 3. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Properties shall be restricted to the parking areas therein designated for such purpose. No Owner shall park, store or keep on any portion of the Properties any commercial-type vehicle unless authorized by the Rules and Regulations promulgated by the Association or unless expressly authorized in writing by the Board. No Owner shall keep any other vehicle on the Common Properties which is deemed to be a nuisance by the Board. No boats and trailers, or other recreational vehicles including campers or mobile homes may be kept upon the Common Properties unless authorized by the Rules and Regulations promulgated by the Association or unless expressly authorized in writing by the Board. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Properties (including the Lots).

Section 4. ANIMAL RESTRICTION. No animals (including livestock, reptiles or poultry) of any kind shall be raised, bred or kept on the Common Properties. No dog, cat or other pet may run loose and unattended on the Common Properties, and all such pets must be walked only in such portions of the Common Properties as may from time to time be designated for such purpose by the Association. No animal may be kept in any Townhome or Villa Dwelling Unit unless the animal is either a dog, a cat or another type of household pet (as defined by the Association). No Unit Owner may keep more than one pet without the prior consent of the Board, and no pet may be kept, bred or maintained for any commercial purpose or which becomes a nuisance or annoyance to neighbors. Owners must pick up and clean up all wastes of their pets and dispose of them appropriately. No dogs may be kept upon the terrace or patio of a Townhome and/or Villa when such Dwelling Unit's Owner is not present. Violation of any provision of this Section shall entitle the Association to all of its usual rights and remedies (including, but not limited to, the right to fine Owners as provided herein, in the Association's By-Laws or in any applicable rules and regulations).

Section 5. TRASH AND OTHER MATERIALS. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Lots and/or Common Properties and/or any other portion of The Village at Lake Pine II Complex except in sanitary, self-locking containers located in appropriate areas, and no odor shall be

permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried, or aired in such a way as to be visible, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure appropriately screened from view, except when accumulated during construction by Declarant or except when accumulated by the Association for imminent pickup and discard.

Section 6. TEMPORARY BUILDINGS. No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the Properties, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked upon the Common Properties. Declarant shall be exempt from this Section.

Section 7. COMMON PROPERTIES FACILITIES. Nothing shall be altered or constructed in or removed from the Common Properties except upon the written consent of the Board.

Section 8. RULES AND REGULATIONS. Attached hereto and made a part hereof as Exhibit "H" are rules and regulations as to the use of the Common Properties which are in addition to restrictions, rules and regulations set forth elsewhere in this Declaration. Notwithstanding any other provision to the contrary in this Declaration, the Board may, from time to time as it deems necessary or prudent, amend, add to, delete or alter the rules and regulations specified in Exhibit "H" without necessity of amending this Declaration. A rule and regulation made, amended, added to, deleted or altered by the Board shall become effective as and when a copy of same shall be posted on the Common Properties and copies of same shall be mailed to Owners. Each Owner, lessee, and their respective families, invitees and guests, and other users of the Properties must strictly adhere to the rules and regulations specified in said Exhibit "H" as it may from time to time be amended, altered, added to or deleted, and to the restrictions, rules and regulations specified elsewhere in this Declaration. The Association shall have the rights, remedies and privileges specified in Article XIX hereof to enforce such obligations, or the breach of any rule, regulation or restriction constituting a breach of the covenants of this Declaration. However, the Declarant, for so long as it shall be a Member shall be exempt from adherence to such rules and regulations.

Section 9. ALTERATIONS. No Owner shall cause or allow Improvements or changes to any exterior portion of his Townhome and/or Villa (including, but not limited to, painting or other decorating of any nature, installing of any electrical wiring, television antenna, machinery or air-conditioning units or in any

manner changing the appearance of any portion of such Townhome and/or Villa (without first obtaining the written consent of the Architectural Committee).

Section 10. NO IMPROPER USES. No improper, offensive, hazardous or unlawful use shall be made of any Townhome and/or Villa and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any Villa and/or Townhome shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Townhome or Villa as elsewhere herein set forth.

Section 11. LEASES. No portion of a Villa or Townhome (other than an entire Villa or Townhome) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, of the Articles of Incorporation and the By-Laws of the Association, of applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Townhomes or Villas. The leasing of Townhomes and Villas shall also be subject to the prior written approval of the Association, in accordance with the terms and provision of Article XIV of this Declaration. The Owner of a leased Villa or Townhome shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Section 12. EXTERIOR IMPROVEMENTS; LANDSCAPING. Without limiting the generality of Section 9 of this Article, no Owner shall, without first obtaining the written consent of the Committee or the Association, as the case may be, cause anything to be affixed or attached to, displayed or placed on, or hung from the exterior walls, doors, windows, patios, fencing, or terraces of his Townhome or Villa (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), or grow or plant any type of shrubbery, flower, tree, vine, grass or other plant life upon the portions of his Lot or the Common Property outside his Townhome or Villa.

Section 13. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Dwelling Units and Improvements upon The Village at Lake Pine II Complex and may undertake the work of constructing other dwelling units upon adjacent or nearby lands. The completion of that work and the sale, rental and other disposal of Dwelling Units is essential to the establishment and welfare of The Village at Lake Pine II as a residential community. In order

that such work may be completed and a fully occupied community be established on The Village at Lake Pine II Complex as rapidly as possible, neither Owners, the Association nor the Architectural Committee shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant and Declarant's Permittees from doing on any Property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including, without limitation, such alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of The Village at Lake Pine II Complex may be modified by the Declarant any time and from time to time, without notice); or

(b) Prevent Declarant or Declarant's Permittees from erecting, constructing and maintaining on any property owned or controlled by Declarant such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing a residential community upon The Village at Lake Pine II Complex and disposing of Dwelling Units thereon by sale, lease or otherwise; or

(c) Prevent Declarant or Declarant's Permittees from conducting on any property owned or controlled by Declarant its or their business of developing, subdividing, grading and constructing Improvements upon The Village at Lake Pine II Complex and of disposing of Dwelling Units therein (or disposing of dwelling units upon neighboring lands owned and developed by Declarant) by sale, lease or otherwise; or

(d) Prevent Declarant or Declarant's Permittees from determining in its or their sole discretion the nature of any type of Improvements to be initially or ultimately constructed by it or them on The Village at Lake Pine II Complex;

(e) Prevent Declarant or Declarant's Permittees from selling and leasing existing and planned Dwelling Units (including Dwelling Units on property not then submitted to this Declaration and including dwelling units upon neighboring lands owned or developed by Declarant, or its designees) including, but not limited to, constructing and maintaining sales offices, a sales and administrative trailer or trailers, the fence abutting such sales' facility (and signs thereon) and model Dwelling Units on any portion of The Village at Lake Pine II Complex, soliciting and receiving the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces upon the Common Properties that have not been assigned to a single specific Dwelling Unit by Declarant, and to visit and inspect the facilities upon the Common Properties), and the placing of signs and other promotional devices upon any portion or portions of The

Village at Lake Pine II Complex without regard to their size, aesthetic appeal or the project developed by Declarant (or its designee) to which such items relate.

(f) Prevent Declarant or Declarant's Permittees from utilizing the Common Properties and other areas of The Village at Lake Pine II Complex for the driving, storage or use of motor and construction vehicles and apparatus of any nature deemed necessary or proper by it or them for the construction, sale, leasing, maintenance or repair of The Village at Lake Pine II Complex.

Section 14. EFFECT ON DECLARANT; SELECTIVE RELIEF. In general, the restrictions and limitations set forth in this Article shall not apply to Declarant or to Villas and/or Townhomes owned by the Declarant, nor to Institutional Mortgagees or Villas or Townhomes owned by Institutional Mortgagees. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for the development, construction, sale, lease or use of The Village at Lake Pine II Complex and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article XIII, in addition to whatever remedies at law it might be entitled to. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article XIII for good cause shown.

Section 15. OUTSIDE INSTALLATIONS. No radio station or shortwave operators of any kind shall operate from any Dwelling Unit. No exterior radio antenna, television antenna, or other antenna of any type shall be erected or maintained upon the Properties and Improvements thereon, except that a master antenna or antennae, or cable television antenna or antennae, may be provided for the use of Owners, as approved by Declarant or the Board.

Section 16. INSURANCE RATES. Nothing shall be done or kept in the Properties or Improvements thereon which will increase the rate of insurance on any property insured by the Association without the approval of the Board; nor shall anything be done or kept in the Properties or Improvements thereon which would result in the cancellation of insurance on any property insured by the Association.

Section 17. DRILLING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon the Properties, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected or maintained on the Properties.

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ARTICLE XIV.

SALES, RENTALS AND TRANSFERS

In order to ensure a community of congenial residents and thus protect the value of The Village at Lake Pine II Complex, the sale, leasing, rental and transfer of Dwelling Units by any Owner other than Declarant shall be subject to the following terms and provisions.

Section 1. CONVEYANCES, SALES AND TRANSFERS. Any sale, conveyance or transfer of any Lot (including Townhome or Villa thereon) to any person by any Owner other than parties otherwise exempt under the terms of this Article XIV shall be subject to rights of first refusal to purchase in favor of the Association, its designee, or, if the Board of Directors in its sole discretion so desires, other members, in accordance with the terms and provisions as hereinafter set forth. Owners of Dwelling Units shall provide or require that all offers to purchase or purchase agreements contain a statement that such offer or agreement is subject to the rights of first refusal to purchase contained in this Article XIV. Prior to sale, conveyance or transfer of any Lot (including Townhome or Villa thereon) to any persons, the Owner shall notify (the "Owner's Initial Notice") the Board of Directors of the Association in writing and by certified mail of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and provide to it such other information as may be required by the Board of Directors of the Association. Within ten (10) days from the receipt of the Owner's Initial Notice, the application for transfer approval form, the purchase agreement and the receipt of such other information as has been requested by the Board of Directors (whichever shall last occur), the Board shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing (the "Board's Initial Notice") and shall notify the Owner of its decision. Any such disapprovals by the Board of Directors may be made on an arbitrary basis and the Board shall not be obligated to provide any reason or explanation therefor. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale within the said ten (10) days, the failure to act as aforesaid shall be considered approval of the sale. In the event the Board of Directors disapproves the proposed sale, conveyance or transfer, and if an Owner still desires to consummate such sale, conveyance, or transfer, such Owner shall, within ten (10) days from the mailing of the notice of disapproval from the Board to such Owner, deposit by certified mail written notice (the "Owner's Post Disapproval Notice") to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof. For a period of thirty (30) days from the date of an Owner's deposit in the mails of said Owner's Post Disapproval Notice, the Association or its designee, or, if the

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Board in its sole discretion so desires, any other member (the "Designated Purchaser") shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms as provided with the Owner's Post Disapproval Notice provided, however, that the making of a good faith deposit and the time for closing by the Designated Purchaser shall be controlled by the terms as hereinafter provided. In the event that the Association or its designee, or other Designated Purchaser, wishes to exercise its first right to purchase, such Designated Purchaser shall notify the secretary of the Association and shall deposit with the secretary ten percent (10%) of the purchase price as a good faith deposit prior to the expiration of the thirty (30) day period heretofore described. The secretary shall promptly forward to the Owner any such notice together with a notice of deposit. In the event that the Association, in its sole discretion, offers the Dwelling Unit to other members of the Association and more than one member desires to purchase such Dwelling Unit, it shall be discretionary with the Owner to consummate the sale or transfer with whichever one of the accepting members he so chooses. The Association, its designee or other Designated Purchaser shall, upon timely delivery of the good faith deposit, close upon the subject Dwelling Unit within thirty (30) days of the making of such deposit (if an all cash transaction) or within sixty (60) days from the date of such deposit (if other than an all cash transaction).

In the event that the secretary of the Association has not received notice of a Designated Purchaser's intent to purchase together with the aforescribed good faith deposit within thirty (30) days from the date of an Owner's deposit in the mails of the Owner's Post Disapproval Notice, then that member may complete the sale or transfer on the day and at the price and terms given in or provided with his Post Disapproval Notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event that the Dwelling Unit Owner makes a sale or transfer without first complying with the terms hereof, the Association, its designee, or, if the Board in its sole discretion desires, any other member, shall have the right to redeem from the purchaser, according to the provisions hereof. Such redemption rights shall be exercised by the redeeming party reimbursing the purchaser for the monies expended, and immediately after such reimbursement, said purchaser or transferee shall convey all of his right, title and interest to the party or parties making the redemption.

An affidavit of the secretary of the Association stating that the Board of Directors approved or was deemed to have approved (such as, without limiting the generality of the foregoing, by its failure to act) in all respects on a certain date the sale or transfer of a Dwelling Unit to a certain person(s) shall be deemed conclusive evidence of such fact, and from the date of approval as stated in

the affidavit the redemption rights herein afforded the members shall terminate with respect to the sale or transfer as aforementioned. An affidavit of the secretary of the Association stating that the Board of Directors was given proper notice on a date certain of a proposed sale or transfer, and that the Board of Directors disapproved such proposed sale or transfer and that thereafter, all of the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a Dwelling Unit have been complied with, and that the sale or transfer of the particular Dwelling Unit to particularly named persons does not violate the provisions hereof, shall be deemed conclusive evidence of such facts for the purpose of determining the status of the person's title to such Dwelling Unit as was sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, or date stated in the notice given to the secretary, but sixty (60) days after the date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

Section 2. RENTAL OR LEASE. No Dwelling Unit upon the Properties shall be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall approve the form of the lease or have the right to require that a substantially uniform form of lease be used. In the event that the Board of Directors approves a rental or lease, such approval of such lease or rental shall not release the Owner from any obligations under this Declaration, and either the Owner or the lessee shall have the right to use the Common Properties to the exclusion of the party not occupying the Dwelling Unit.

Section 3. CORPORATIONS; OTHER ENTITIES. If the purchaser or lessee is a corporation or other entity other than an individual person, the approval by the Board may be conditioned upon the approval by the Association of all occupants of the Dwelling Unit.

Section 4. DEATH OF OWNER. In the case of the death of the Owner of a Townhome or Villa Dwelling Unit, the surviving spouse, if any, and if no surviving spouse, the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Dwelling Unit; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Dwelling Unit, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of his Dwelling Unit to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Dwelling Unit, or if under the laws of descent and distribution of the State of Florida, the Dwelling Unit descends to some person or

persons other than his surviving spouse or members of his family as
aforescribed, the Board of Directors of the Association shall,
within thirty (30) days of proper evidence or rightful designation
served upon the president or any other officer of the Association,
or within thirty (30) days of the date the Association is placed on
actual notice of the said devisee or descendent, express its refusal
or acceptance of the individual or individuals so designated as
Owners of the Dwelling Unit. If the Board of Directors of the
Association shall consent, ownership of the Dwelling Unit may be
transferred to the person or persons so designated, who shall
thereupon become the Owner of the Dwelling Unit, subject to the
provisions of this Declaration. If, however, the Board of Directors
of the Association shall refuse to consent, then the members of the
Association shall be given an opportunity during thirty (30) days
next after the said above-mentioned thirty (30) days to purchase or
to furnish a purchaser for cash for the said Dwelling Unit at the
then fair market value thereof; should the parties fail to agree on
the value of such Dwelling Unit, the same may be determined by an
appraiser appointed by the senior judge of the Circuit Court in and
for Broward County, Florida, upon ten (10) days' notice, on petition
of any party in interest. The expense of appraisal shall be paid by
the said designated person or persons or legal representatives of
the deceased Owner out of the amount realized from the sale of the
Dwelling Unit. In the event the then members of the Association do
not exercise the privilege of purchasing or furnishing a purchaser
for the Dwelling Unit within such period, and upon such terms, the
person or persons so designated may then, and only in such event,
take title to the Dwelling Unit; or such person or persons or the
legal representative of the deceased Owner may sell the Dwelling
Unit; but such sale shall be subject in all other respects to the
provisions of this Declaration.

Section 5. MORTGAGE. No Owner may mortgage his Lot or any
interest therein without the approval of the Association, except to
an institutional mortgagee. The approval of any other mortgagee may
be upon conditions determined by the Association or may be
arbitrarily withheld.

Section 6. EFFECT OF NON-COMPLIANCE. Any sale, mortgage or
lease not authorized pursuant to the terms of this Article XIV and
this Declaration shall be void unless subsequently approved by the
Association in writing.

Section 7. SCREENING FEE. At the discretion of the Board of
Directors, there shall be deposited and delivered to the Association
a reasonable screening fee not to exceed Fifty Dollars (\$50.00)
simultaneously with the giving of notice of intention to sell or
lease or transfer for the purpose of defraying the Association's
expense. No fee shall be charged in connection with a transfer or
approval in excess of the expenditures reasonably required.

Section 8. CO-TENANT EXEMPTION. The foregoing provisions of this Article XIV shall not apply to a transfer by a Dwelling Unit Owner to any member of his immediate family (for example, spouse, children or parents); or if a Lot is owned by a form of co-tenancy to transfers from one co-tenant to the other co-tenant.

Section 9. JUDICIAL SALE. No judicial sale of a Lot or any interest therein shall be valid unless (i) the sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two (2) officers of the Association, and delivered to the purchaser; or (ii) the sale is the result of a public sale with open bidding.

Section 10. SPECIAL POWER OF DISAPPROVAL. Notwithstanding anything contained in this Article XIV to the contrary, the Board of Directors of the Association shall have the right to withhold consent and approval of any prospective Dwelling Unit purchaser or lessee to any lease, sale, transfer, conveyance, bequest, devise, or otherwise in the event those prospective owners of lessees would automatically violate or breach any terms, condition, restriction, rule or regulation, or covenant under this Declaration or exhibits hereto.

Section 11. INSTITUTIONAL MORTGAGEE EXEMPTION. The foregoing provisions of this Article XIV shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale or lease by a "Bulk Grantee" of an Institutional Mortgagee upon the Lot concerned. A "Bulk Grantee" refers to a grantee acquiring three (3) or more Lots from said Institutional Mortgagee. The assignee or successor of a mortgage originally given to an Institutional Mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to such Institutional Mortgagee. The foregoing provisions of this Article XIV shall not apply to the Declarant or to its assignee or nominee, or to any person who is an officer, stockholder, director, or partner of the Declarant, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with title and possession of a Lot without the approval or consent of the Association and without payment of any screening fees.

ARTICLE XV.

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Section 1. Damage to or destruction of all or any portion of the Common Properties shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage or destruction to the Common Properties, and the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed.

(b) If the cost of restoration of the Common Properties exceeds the insurance proceeds available for that purpose by Twenty Five Thousand Dollars (\$25,000.00) or less then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment proportionately against each of the Owners, in accordance with the provisions of Article IX, Section 4, of this Declaration.

(c) If the cost of restoration of the Common Properties exceeds the insurance proceeds available for that purpose by over Twenty Five Thousand Dollars (\$25,000.00) or more, then by written consent or vote of a majority of the Owners, they shall determine whether (i) to rebuild and restore in substantially the same manner as the Improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Dwelling Units, (ii) 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 (iii) subject to the approval of the Committee, to not rebuild and to retain available insurance proceeds. Notwithstanding anything contained herein to the contrary, no decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall be effective without the prior written approval of Declarant as long as Declarant owns all or any portion of the lands comprising The Village at Lake Pine II Complex.

(d) Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, invitees, lessees and guests, both minors and adults. Notwithstanding the foregoing, the Association reserves the right to charge a Special Assessment equal to the increase, if any, of the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Dwelling Unit, the liability of such Owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary. The cost of correcting such damage shall be a Special Assessment against the Lot and Dwelling Unit thereon and may be collected as provided herein for the collection of Assessments.

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ARTICLE XVI.

INSURANCE

Section 1. COMMON PROPERTIES. The Association shall keep all buildings, Improvements and fixtures located upon the Common Properties insured against loss or damage by fire for the full insurable replacement cost thereof, 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. The insurance coverage with respect to the Common Properties shall be written in the name of the Association and the proceeds thereof shall be payable to it. Subject to the provisions of Article XV, 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 to be included in the Common Assessments made by the Association.

Section 2. REPLACEMENT OR REPAIR OF PROPERTY. 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 XV of this Declaration. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Dwelling Units to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Dwelling Unit Owners, subject to the provisions of Article XV of this Declaration.

Section 3. 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, 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.

Section 4. LIABILITY AND OTHER INSURANCE. The Association shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, 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. The Association may also

obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, and Board of Directors from liability in connection with the Common Properties, the premiums for which shall be Common Expenses included in the Common Assessments made against the Dwelling Unit 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 errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board, the Committee, and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof.

ARTICLE XVII.

MORTGAGEE PROTECTION CLAUSE

Section 1. ADDITIONAL RIGHTS. In addition to all other rights herein set forth and with respect to Improvements upon the Properties, institutional first mortgagees shall have the following rights (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each First Mortgagee of a Mortgage encumbering any Lot upon which a Dwelling Unit is situated, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Lot and Dwelling Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Each First Mortgagee of a Mortgage encumbering any Dwelling Unit which obtains title to such Dwelling Unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to the Dwelling Unit free and clear of any claims of unpaid assessments or charges against such Dwelling Unit which accrued prior to the acquisition of title to such Dwelling Unit by the Mortgagee.

(c) Unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote for each Mortgage owned), and seventy-five percent (75%) of the Owners have given their prior written approval, neither the Association nor the Owners shall:

(1) by act or omission seek to sell or transfer the Common Properties and the Improvements thereon which are owned by the Association; provided, however, that the granting of easements for utilities or for such other purposes consistent with the intended use of such property by the Association or the

Declarant or the transfer of the Common Properties to an unincorporated association of the Owners in accordance with the terms hereof shall not be deemed a transfer within the meaning of this clause;

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Dwelling Unit;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of any portion of the Properties;

(4) fail to maintain fire and extended coverage on insurable portions of the Common Properties on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost) less such reasonable deductions as the Board may deem appropriate;

(5) use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of such Improvements (or for reserves for the repair, replacement or reconstruction of the Properties); or

(6) amend this Declaration or the Articles or By-Laws of the Association in such a manner that the rights of any First Mortgagee will be materially affected.

(d) First Mortgagees shall upon written request to the Association have the right to (i) examine the books and records of the Association during normal business hours, including current copies of the Declaration and its exhibits, and current rules and regulations (ii) receive an unaudited financial statement of the Association within ninety (90) days after each of its fiscal years closes, (iii) receive an endorsement to each insurance policy covering the Properties that requires the Institutional Mortgagee to be given any notice of cancellation provided for in the policy, (iv) receive from the Association written notice of any meeting of the Association's membership and to attend any such meeting and (v) receive timely written notice of casualty damage to or condemnation of any part of any Lot on which a Townhome or Villa is situate and upon which it has a mortgage.

(e) All First Mortgagees who have registered their names with the Association shall be given (i) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Properties following a decision of the Owners to assume self-management of the Common Properties; and (ii) immediate notice following any damage to the Common Properties whenever the cost of reconstruction exceeds

Ten Thousand Dollars (\$10,000.00), and as soon as the Board learns of any threatened condemnation proceedings or proposed acquisition of any portion of the Common Properties.

(f) First Mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Properties facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association and the appropriate Owners thereof.

ARTICLE XVIII.

ENCROACHMENTS; EASEMENTS

Section 1. ENCROACHMENTS. If (a) any portion of the Common Properties encroaches upon any other portion of the Properties; (b) any other portion of the Properties or of The Village at Lake Pine II Complex (including, but not limited to the roof of any building containing Townhomes, Villas or other dwelling units) encroaches upon the Common Properties; or (c) any encroachment shall hereafter occur as the result of (i) construction of any building or other Improvements; or (ii) settling or shifting of a building or other Improvements; or (iii) any alteration or repair to the Properties or The Village at Lake Pine II Complex; or (iv) any repair or restoration of any building or other Improvements or any of the Properties after damage by fire or other casualty or any taking of condemnation or eminent domain proceedings of all or any portion of any building, Improvements or Properties, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing the encroachment shall stand.

Section 2. PIPES, WIRES, DUCTS, VENTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, ETC. Each portion of the Properties and all portions of the Village at Lake Pine II Complex not the declared as the Properties shall have an easement in common with all other parts thereof to hook up to, share, use, maintain, repair, alter, relocate and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related facilities located in or on the Properties and serving such portion thereof. Each portion of the Properties shall be subject to an easement in favor of all other portions thereof to hook up to, share, use, maintain, repair, alter, relocate and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located in such portion of the Properties and serving other portions thereof. Without limiting the generality of the foregoing, the Declarant or other providing utility or service

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company may by virtue of this easement, install, maintain, relocate, join into, share and replace facilities on the Properties, may excavate for those purposes and may affix, maintain and replace wires, pipes, circuits, lines, conduits, and cable television equipment on, in, under and/or beside the roofs and exterior walls of Dwelling Units and/or the buildings in which such Townhome and/or Village Dwelling Units are located. The Declarant is expressly authorized to execute and record whatever instruments it deems necessary or desirable to effect or evidence the easement created by this Section, and shall be considered an agent of each Dwelling Unit Owner for the purposes of executing and recording any such instrument with respect to any portion of the Properties owned by that Owner. To be effective, any such instrument need only be executed by Declarant.

Section 3. EASEMENTS OF SUPPORT. Whenever any structure included in the Common Properties adjoins any structure included in any other part of the Properties, each such structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 4. DECLARANT'S RESERVATION. The Declarant and Declarant's Permittees shall have blanket easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Properties, Properties, and other property comprising The Village at Lake Pine II Complex, owned by Declarant for the purpose of completing construction, leasing and sale of Dwelling Units and facilities upon the Properties and, towards this end, Declarant reserves the right to grant and does hereby reserve easements and rights-of-way in, through, under, over and across the Common Properties, Properties, and other property comprising The Village at Lake Pine II Complex, owned by Declarant for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, employees, assigns and purchasers, also reserve the right to share, connect with and make use of the utility lines, wires, pipes, conduits, cable televisions, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties, Properties, and other property comprising The Village at Lake Pine II Complex.

The Declarant and Declarant's Permittees shall have an easement in, on, over and across the Properties, in connection with the development of The Village at Lake Pine II Complex or any similar projects which may be developed by Declarant in the vicinity thereof for (i) construction, installation, maintenance, ingress to and egress from and the right to use (including the right to use in common with other Unit Owners) any open parking spaces and share and

tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on the Properties or The Village at Lake Pine II Complex, provided such easement and use does not prevent or unreasonably interfere with the use of the Properties as intended, and (ii) ingress to and egress from all land areas of the Common Properties (including the private paved areas adjacent to or serving the access roads) and the use of said land areas (in common with Owners) for any lawful purpose, and (iii) to erect, maintain, repair and replace from time to time one or more signs on the Common Properties for the purposes of advertising the sale of Dwelling Units upon all or any portion of The Village at Lake Pine II Complex and the leasing of space in any such Dwelling Unit and for the purpose of advertising the sale of Dwelling Units which may be constructed by Declarant on land in the vicinity of The Village at Lake Pine II Complex. Declarant, its successors, assigns, invitees, licensees, contractors and employees reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under, over and/or through the Properties or The Village at Lake Pine II Complex, to relocate any existing utility, sewer and drainage easements in any portion of the Properties to hook up to, join in with or share with any and all existing utilities' pipes, wires, and lines (for the benefit of improvements upon nearby lands owned by Declarant but not within the Complex) and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Declarant shall deem it necessary or desirable for the proper operation and maintenance of the Properties or any portion thereof or for the general health or welfare of any Owner, provided that such additional utilities or the relocation of existing utilities or the sharing of such utilities will not prevent or unreasonably interfere with the use the Dwelling Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Properties, and the employees and agents of any such company or corporation, shall have the right of access to the Common Properties in furtherance of such easements, provided such right of access is exercised in such a manner as not to unreasonably interfere with the use of any Dwelling Unit.

ARTICLE XIX.

WORKING CAPITAL FUND

At the time the Declarant sells and closes each Lot to each purchaser, such purchaser shall deposit a sum equal to two (2) times such purchaser's monthly Association maintenance expense into a

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working capital fund for the purpose of initial maintenance, reserve, emergency needs, initial items, non-recurring items, capital expenses, permits, licenses and all utility deposits and advance insurance premiums for insurance policies and coverages pursuant to this Declaration and the Exhibits attached hereto. All of the foregoing expenses or items may be paid from the working capital fund. If the Declarant has paid any of the foregoing expenses or items, then any such expense or item shall be paid to or reimbursed to the Declarant from the working capital fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE XX.

ACCESS ROAD, EASEMENT AND MAINTENANCE AGREEMENT

All Owners of Dwelling Units upon the Properties shall have the non-exclusive right of use of a private road system expected to be located upon portions of The Village at Lake Pine II Complex Lands. Such Owners' use of the private road system (the "Access Road") is pursuant to and subject to the provisions of the Access Road, Easement and Maintenance Agreement attached hereto as Exhibit "J" and incorporated herein as though set forth in full. The term of the Access Road, Easement and Maintenance Agreement is perpetual. The Association is responsible for a percentage share of the maintenance, upkeep and repair expenses of the Access Road, which percentage will vary depending upon the extent to which the Properties comprise, by addition, withdrawal or otherwise, portions of The Village at Lake Pine II Complex. The portions of the expenses under the Access Road, Easement and Maintenance Agreement attributable to the Association shall be borne by Owners of The Village at Lake Pine II as a portion of their periodic maintenance assessments and are hereby deemed to be common expenses collectible from all Owners of Dwelling Units, collectible by the Association's lien powers under this Declaration, if necessary. All Owners of Dwelling Units upon the Properties and owners of all or any portion of The Village at Lake Pine II Complex take their interests subject to the terms, conditions, provisions and covenants of the Access Road, Easement and Maintenance Agreement, and said agreement is deemed a covenant running with the land.

ARTICLE XXI.

RECREATIONAL LAND USE AGREEMENT

Declarant and the Association have entered into a Recreational Land Use Agreement, attached hereto as Exhibit "I" and incorporated herein as though set forth in full. Pursuant to its terms, the Association and its members have acquired a non-exclusive interest in and to the recreational facilities, lands and improvements

described thereunder including the right to use same prior to such time as such recreational facilities, lands and improvements are conveyed to the Association as provided by the terms thereof. All monies due and to become due under the provisions of the Recreational Land Use Agreement are hereby declared to be common expenses of the Association. Each Owner of a Dwelling Unit upon the Properties and owners of all or any portion of The Village at Lake Pine II Complex agree to be bound by the terms and conditions of the Recreational Land Use Agreement and to make payment to the Association of such share of the monies due pursuant to and in the amount or proportion or percentage, if so stated, as specified therein. The Association and Declarant have entered into the Recreational Land Use Agreement for the use and benefit of not only Owners of Dwelling Units upon the Properties, but also for owners, unit owners, and/or lessees of all other fee simple, condominium or rental type buildings existing upon The Village at Lake Pine II Complex Lands.

To secure the faithful performance of the Association's obligations to the Declarant under the Recreational Land Use Agreement, each Owner and owners of all or any portion of The Village at Lake Pine II Complex shall and hereby do pledge and grant a lien upon his full interest in his Dwelling Unit (or their interests in the lands, as the case may be) in favor of the Declarant and Association, which lien shall be effective upon the recordation thereof.

Each Owner and lessee of Dwelling Units upon the Properties and/or The Village at Lake Pine II Complex shall be entitled to the use and enjoyment of the recreational facilities in accordance with the provisions and contingencies set forth in the Recreational Land Use Agreement subject, however, to the rules and regulations promulgated by the Association. The authority of the Association to promulgate such rules and regulations shall be subject to the prior approval thereof by the Declarant for so long as Declarant shall own all or any portion of The Village at Lake Pine II Complex Lands.

The Recreational Land Use Agreement may be amended by an instrument in writing, executed by Declarant and the Association, by and through its board of directors, except that there shall be no amendment affecting the Agreement which would impair the rights of Owners granted therein to the use and enjoyment of the recreational facilities without the unit owners so affected, and all record owners of institutional first mortgages thereon, joining in the execution of said amendment. Any such amendment so recorded amongst the public records of Broward County, Florida, shall constitute and amendment to this Declaration as to the provisions herein relative to the Recreational Land Use Agreement. No such amendment shall be effective without the consent of Declarant for so long as Declarant shall own all or any portion of The Village at Lake Pine II Complex. The board of directors of the Association is hereby

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empowered and authorized, without approval of Owners of Dwelling Units, to amend the Recreational Land Use Agreement and this Declaration (as to matters relating to the Recreational Land Use Agreement) as contemplated by this Article XXI.

ARTICLE XXII.
GENERAL PROVISIONS

Section 1. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly herein provided to the contrary, be construed to be covenants running with the Lots, Townhomes, Villas, the Properties, and with every part thereof and interest therein, and where expressly noted as such, with the lands of The Village at Lake Pine II Complex and all of the provisions hereof shall be binding upon and enure to the benefit of the Declarant and subsequent owner(s) of the Lots and Villas and Townhomes and Properties or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future owners and tenants and occupants of the Townhomes and/or Villas shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations as they may from time to time be amended. The acceptance of a deed or conveyance of a Lot or Townhome or Villa, or the entering into a lease of, or occupancy of any Townhome or Villa shall constitute an adoption and ratification by such Owner, tenant or occupant of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any attorney-in-fact provisions contained therein. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 2. DURATION. The covenants and restrictions set forth in this Declaration shall be effective for a term of forty (40) years from the date the Initial Declaration is recorded. After that time, they shall automatically be extended for successive periods of fifteen (15) years each unless an instrument has been recorded in which seventy percent (70%) of the then Owners and seventy percent (70%) of the holders of the then outstanding institutional mortgages agree by signing of a written instrument to revoke the covenants and restrictions in whole or in part; provided, however, that no such agreement shall be effective unless it is made and recorded at least three (3) years before the effective date of the change provided for in it and unless written notice of the

proposed agreement is sent to every Owner at least ninety (90) days before any action is taken.

Section 3. ENFORCEMENT. This Declaration, the Articles of Incorporation and the By-Laws may be enforced by the Association as follows:

(a) Breach of any of the covenants or restrictions contained in the Declaration, Articles or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, the Declarant, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, late charges, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants or restrictions contained in this Declaration, the Articles or the By-Laws are violated in whole or in part is hereby declared to be a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner, Declarant and/or by the Association or their successors-in-interest.

(c) The remedies herein provided for breach of the covenants or restrictions contained in this Declaration, Articles or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration, Articles or in the By-Laws shall not constitute a waiver of the Association's right to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration, the Articles or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Lot containing a Townhome or Villa Dwelling Unit, provided, however, that any subsequent Owner of such Dwelling Unit shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

Section 4. SEVERABILITY. Invalidation of any one of the provisions, covenants or restrictions by judgment or court order shall in no way affect any other covenants, restrictions or provisions which shall remain in full force and effect.

Section 5. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the phased development of a residential community and for the maintenance of community recreational facilities and Common Properties. The article and section headings 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 shall each include the masculine, feminine and neuter.

Section 6. AMENDMENTS. This Declaration may be amended by the Association as follows: (a) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the Class A Membership and the affirmative vote of the Class B Membership (so long as the Class B Membership exists); or (b) by the affirmative vote of the Class "B" Membership; provided, however, that no amendment shall be permitted which has a material adverse effect upon substantial rights of the Declarant or a First Mortgagee without the prior written consent of the Declarant or First Mortgagee, as appropriate. Without in any way limiting the generality of clause (b) above, as long as it is the Class B member or owns one or more Lots, the Declarant shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) requested or required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, or other governmental or quasi-governmental body which owns or expects to own one or more institutional mortgages or to insure the payment of one or more institutional mortgages or requested or required by any institutional mortgagee or prospective institutional mortgagee to enhance the saleability of institutional mortgages owned by it to one or more of the foregoing. Nothing contained herein shall affect the right of the Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. This Section may not be amended.

Section 7. 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.

Section 8. 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 Properties does and shall be conclusively deemed to have consented to and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

Section 9. NOTICES. Any notice permitted or required to be delivered by Declarant or the Board of Directors as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same

has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person at The Village at Lake Pine II Complex if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association. Notices by Owners to the Declarant or Board of Directors shall be by certified mail, return receipt requested, and shall only be deemed to have been given upon receipt thereof by the Declarant or Board, as the case may be.

Section 10. 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 Common Properties, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and express set forth in this Declaration.

DECLARANT has executed this Declaration on the date first written above.

Signed, sealed and delivered
in the presence of:

LAKE PINE VILLAGE, LTD.,
a Florida limited partnership

BY: LAKE PINE VILLAGE, INC.,
a Florida corporation,
and General Partner

By: Stephen Leqh, President
Stephen Leqh, President

Maria Dorsey
Mary-Kyrene Lovell

Maria Dorsey
Mary-Kyrene Lovell

Attest: Michael J. Weitzman, Secretary
Michael J. Weitzman,
Secretary

(CORPORATE SEAL)

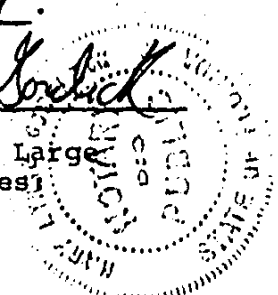
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STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

THE FOREGOING Declaration of Covenants, Restrictions and Easements was acknowledged before me this 26 day of July, 1984, by Stephen Leon, as President and Michael J. Weitzman, as Secretary of Lake Pine Village, Inc., a Florida corporation and general partner of Lake Pine Village, Ltd., a Florida limited partnership (Declarant) to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument on behalf of the said limited partnership in the capacities and for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid on this 26 day of July, 1984.

W. Mary Lynne Sorlock
NOTARY PUBLIC
State of Florida at Large
My Commission Expires



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 3 1986
BONDED THRU GENERAL INSURANCE UND

OFF 11889 PAGE 436

138A

JOINDER

THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 26 day of July, 1984.

Signed, sealed and delivered in the presence of:

THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC.

Mary Lynn Cordell

By: [Signature]
President

Maria Dossey

Mary Lynn Cordell

Attest: [Signature]
Secretary

Maria Dossey

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing joinder was acknowledged before me this 26 day of July, 1984, by STEVE SPERGET and ARMANDO RODRIGUEZ respectively the President and Secretary of THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation.

[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: [Date]

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 3 1986
BONDED THRU GENERAL INSURANCE UND

OFF 11889 PAGE 437

EXHIBIT "A"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

LEGAL DESCRIPTION FOR
THE VILLAGE AT LAKE PINE II COMPLEX

REC 11889 PAGE 438

191A

DESCRIPTION: THE VILLAGE AT LAKE PINE II

Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida. Said lands situate, lying and being in Broward County, Florida. Containing 46.296 acres, more or less.

Subject to all easements, reservations, and rights-of-way of record.

OFF 11889 PAGE 439

EXHIBIT "B"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

LEGAL DESCRIPTION FOR THE PROPERTIES

OFF
REC 11889 PAGE 440

1434

DESCRIPTION: THE PROPERTIES (PHASE 4)

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31''$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 173.49 feet to the Point of Tangency; thence South $54^{\circ}51'29''$ West, a distance of 55.14 feet to a point of curvature of a circular curve to the right; thence Southwesterly, Westerly, Northwesterly and Northerly along the arc of said curve, having a radius of 53.16 feet, an arc distance of 116.01 feet to a point of compound curvature of a circular curve to the right; thence Northerly and Northeasterly along the arc of said curve, having a radius of 120.00 feet, an arc distance of 59.47 feet to a point; thence South $89^{\circ}51'29''$ West, a distance of 111.40 feet; thence North $78^{\circ}24'12''$ West, a distance of 44.00 feet to a point on the arc of a circular curve to the left whose radius point bears South $78^{\circ}24'12''$ East from the last described point; thence Southerly along the arc of said curve, having a radius of 250.00 feet, an arc distance of 14.50 feet to a point; thence North $81^{\circ}43'35''$ West, a distance of 110.05 feet to a point on the West boundary of said Parcel "A"; thence North $00^{\circ}08'31''$ West, a distance of 278.22 feet; thence North $44^{\circ}50'08''$ East, a distance of 35.34 feet; the last two described courses being further described as being on the Westerly boundary of said Parcel "A"; thence North $89^{\circ}48'49''$ East, a distance of 1111.21 feet to a point of curvature of a circular curve to the right; thence Easterly and Southeasterly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 14.05 feet to a point of reverse curvature of a circular curve to the left; thence Easterly, Northeasterly and Northerly along the arc of said curve, having a radius of 40.00 feet, an arc distance of 85.31 feet to a point; thence North $89^{\circ}48'49''$ East, a distance 50.00 to the POINT OF BEGINNING; the last four described courses being further described as being along the Northerly boundary of said Parcel "A". Said lands situate, lying and being in Broward County, Florida, LESS AND EXCEPT therefrom the following described parcel: (Recreation Lands Part I)

COMMENCING at the Northwest corner of said Parcel "A"; thence North $89^{\circ}48'49''$ East along the North line of said Parcel "A", a distance of 736.74 feet to a point; thence South $00^{\circ}11'11''$ East, a distance of 130.17 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 77.62 feet to a point of curvature of a circular curve to the right; thence Easterly and Southeasterly along the arc of said curve, having a radius of 226.00 feet, an arc distance of 250.06 feet to a point; thence South $63^{\circ}12'34''$ West, a distance of 34.67 feet; thence South $77^{\circ}32'00''$ West, a distance of 50.48 feet; thence South $56^{\circ}59'05''$ West, a distance of 42.00 feet to a point on the arc of a circular curve to the left whose radius point bears South $56^{\circ}59'05''$ West from the last described point; thence Northwesterly and Westerly along the arc of said curve, having a radius of 115.00 feet, an arc distance of 114.75 feet to the Point of Tangency; thence South $89^{\circ}48'49''$ West, a distance of 67.44 feet; thence North $00^{\circ}11'11''$ West, a distance of 121.17 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida. Containing 10.452 acres, more or less.

Subject to all easements, reservations, and rights-of-way of record.

WEW/slc
Job No. 79-0117
10/01/83

OFF
REC 11889 PAGE 441

1411A

EXHIBIT "C"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

LEGAL DESCRIPTION FOR THE LOTS

OFF 11889 PAGE 442

141A

DESCRIPTION: LOT 1

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1235.81 feet; thence South $44^{\circ}50'08''$ West, a distance of 35.34 feet; thence South $00^{\circ}08'31''$ East, a distance of 187.25 feet; the last two described courses being further described as being on the Westerly boundary of said Parcel "A"; thence South $68^{\circ}10'29''$ East, a distance of 76.25 feet to the POINT OF BEGINNING of this description; thence South $21^{\circ}49'31''$ West, a distance of 43.33 feet; thence South $68^{\circ}10'29''$ East, a distance of 28.08 feet; thence North $21^{\circ}49'31''$ East, a distance of 8.33 feet; thence South $68^{\circ}10'29''$ East, a distance of 6.00 feet; thence North $21^{\circ}49'31''$ East, a distance of 23.50 feet; thence North $68^{\circ}10'29''$ West, a distance of 5.00 feet; thence North $21^{\circ}49'31''$ East, a distance of 11.50 feet; thence North $68^{\circ}10'29''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 2

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1235.81 feet; thence South $44^{\circ}50'08''$ West, a distance of 35.34 feet; thence South $00^{\circ}08'31''$ East, a distance of 187.25 feet; the last two described courses being further described as being on the Westerly boundary of said Parcel "A"; thence South $68^{\circ}10'29''$ East, a distance of 76.25 feet to the POINT OF BEGINNING of this description; thence South $21^{\circ}49'31''$ West, a distance of 43.33 feet; thence North $68^{\circ}10'29''$ West, a distance of 28.08 feet; thence North $21^{\circ}49'31''$ East, a distance of 8.33 feet; thence North $68^{\circ}10'29''$ West, a distance of 6.00 feet; thence North $21^{\circ}49'31''$ East, a distance of 23.50 feet; thence South $68^{\circ}10'29''$ East, a distance of 5.00 feet; thence North $21^{\circ}49'31''$ East, a distance of 11.50 feet; thence South $68^{\circ}10'29''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

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DESCRIPTION: LOT 3

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1235.81 feet; thence South $44^{\circ}50'08''$ West, a distance of 35.34 feet; thence South $00^{\circ}08'31''$ East, a distance of 187.25 feet; the last two described courses being further described as being on the Westerly boundary of said Parcel "A"; thence South $68^{\circ}10'29''$ East, a distance of 76.25 feet to the POINT OF BEGINNING of this description; thence North $21^{\circ}49'31''$ East, a distance of 43.33 feet; thence North $68^{\circ}10'29''$ West, a distance of 28.08 feet; thence South $21^{\circ}49'31''$ West, a distance of 8.33 feet; thence North $68^{\circ}10'29''$ West, a distance of 6.00 feet; thence South $21^{\circ}49'31''$ West, a distance of 23.50 feet; thence South $68^{\circ}10'29''$ East, a distance of 5.00 feet; thence South $21^{\circ}49'31''$ West, a distance of 11.50 feet; thence South $68^{\circ}10'29''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 4

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1235.81 feet; thence South $44^{\circ}50'08''$ West, a distance of 35.34 feet; thence South $00^{\circ}08'31''$ East, a distance of 187.25 feet; the last two described courses being further described as being on the Westerly boundary of said Parcel "A"; thence South $68^{\circ}10'29''$ East, a distance of 76.25 feet to the POINT OF BEGINNING of this description; thence North $21^{\circ}49'31''$ East, a distance of 43.33 feet; thence South $68^{\circ}10'29''$ East, a distance of 28.08 feet; thence South $21^{\circ}49'31''$ West, a distance of 8.33 feet; thence South $68^{\circ}10'29''$ East, a distance of 6.00 feet; thence South $21^{\circ}49'31''$ West, a distance of 23.50 feet; thence North $68^{\circ}10'29''$ West, a distance of 5.00 feet; thence South $21^{\circ}49'31''$ West, a distance of 11.50 feet; thence North $68^{\circ}10'29''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

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DESCRIPTION: LOT 5

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1235.81 feet; thence South $44^{\circ}50'08''$ West, a distance of 35.34 feet; thence South $00^{\circ}08'31''$ East, a distance of 11.51 feet; the last two described courses being further described as being on the Westerly boundary of said Parcel "A"; thence South $45^{\circ}08'31''$ East, a distance of 53.72 feet to the POINT OF BEGINNING of this description; thence South $45^{\circ}08'31''$ East, a distance of 66.00 feet; thence South $44^{\circ}51'29''$ West, a distance of 12.09 feet; thence South $45^{\circ}08'31''$ East, a distance of 2.50 feet; thence South $44^{\circ}51'29''$ West, a distance of 20.25 feet; thence North $45^{\circ}08'31''$ West, a distance of 17.83 feet; thence North $44^{\circ}51'29''$ East, a distance of 5.00 feet; thence North $45^{\circ}08'31''$ West, a distance of 50.67 feet; thence North $44^{\circ}51'29''$ East, a distance of 27.34 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 6

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1235.81 feet; thence South $44^{\circ}50'08''$ West, a distance of 35.34 feet; thence South $00^{\circ}08'31''$ East, a distance of 11.51 feet; the last two described courses being further described as being on the Westerly boundary of said Parcel "A"; thence South $45^{\circ}08'31''$ East, a distance of 53.72 feet to the POINT OF BEGINNING of this description; thence South $45^{\circ}08'31''$ East, a distance of 66.00 feet; thence North $44^{\circ}51'29''$ East, a distance of 12.08 feet; thence South $45^{\circ}08'31''$ East, a distance of 2.50 feet; thence North $44^{\circ}51'29''$ East, a distance of 13.92 feet; thence North $45^{\circ}08'31''$ West, a distance of 68.50 feet; thence South $44^{\circ}51'29''$ West, a distance of 26.50 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 7

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1223.77 feet; thence South $45^{\circ}08'31''$ East, a distance of 53.37 feet to the POINT OF BEGINNING of this description; thence South $45^{\circ}08'31''$ East, a distance of 66.00 feet; thence South $44^{\circ}51'29''$ West, a distance of 12.09 feet; thence South $45^{\circ}08'31''$ East, a distance of 2.50 feet; thence South $44^{\circ}51'29''$ West, a distance of 13.91 feet; thence North $45^{\circ}08'31''$ West, a distance of 68.50 feet; thence North $44^{\circ}51'29''$ East, a distance of 26.00 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 8

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1223.77 feet; thence South $45^{\circ}08'31''$ East, a distance of 53.37 feet to the POINT OF BEGINNING of this description; thence South $45^{\circ}08'31''$ East, a distance of 66.00 feet; thence North $44^{\circ}51'29''$ East, a distance of 12.08 feet; thence South $45^{\circ}08'31''$ East, a distance of 2.50 feet; thence North $44^{\circ}51'29''$ East, a distance of 20.25 feet; thence North $45^{\circ}08'31''$ West, a distance of 17.83 feet; thence South $44^{\circ}51'29''$ West, a distance of 5.00 feet; thence North $45^{\circ}08'31''$ West, a distance of 50.67 feet; thence South $44^{\circ}51'29''$ West, a distance of 27.33 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

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DESCRIPTION: LOT 9

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1066.52 feet; thence South $24^{\circ}35'39''$ East, a distance of 83.32 feet to the POINT OF BEGINNING of this description; thence South $65^{\circ}24'21''$ West, a distance of 43.33; thence South $24^{\circ}35'39''$ East, a distance of 28.08 feet; thence North $65^{\circ}24'21''$ East, a distance of 8.33 feet; thence South $24^{\circ}35'39''$ East, a distance of 6.00 feet; thence North $65^{\circ}24'21''$ East, a distance of 23.50 feet; thence North $24^{\circ}35'39''$ West, a distance of 5.00 feet; thence North $65^{\circ}24'21''$ East, a distance of 11.50 feet; thence North $24^{\circ}35'39''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 10

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1066.52 feet; thence South $24^{\circ}35'39''$ East, a distance of 83.32 feet to the POINT OF BEGINNING of this description; thence South $65^{\circ}24'21''$ West, a distance of 43.33; thence North $24^{\circ}35'39''$ West, a distance of 28.08 feet; thence North $65^{\circ}24'21''$ East, a distance of 8.33 feet; thence North $24^{\circ}35'39''$ West, a distance of 6.00 feet; thence North $65^{\circ}24'21''$ East, a distance of 23.50 feet; thence South $24^{\circ}35'39''$ East, a distance of 5.00 feet; thence North $65^{\circ}24'21''$ East, a distance of 11.50 feet; thence South $24^{\circ}35'39''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 11

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1066.52 feet; thence South $24^{\circ}35'39''$ East, a distance of 83.32 feet to the POINT OF BEGINNING of this description; thence North $65^{\circ}24'21''$ East, a distance of 43.33; thence North $24^{\circ}35'39''$ West, a distance of 28.08 feet; thence South $65^{\circ}24'21''$ West, a distance of 8.33 feet; thence North $24^{\circ}35'39''$ West, a distance of 6.00 feet; thence South $65^{\circ}24'21''$ West, a distance of 23.50 feet; thence South $24^{\circ}35'39''$ East, a distance of 5.00 feet; thence South $65^{\circ}24'21''$ West, a distance of 11.50 feet; thence South $24^{\circ}35'39''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 12

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 1066.52 feet; thence South $24^{\circ}35'39''$ East, a distance of 83.32 feet to the POINT OF BEGINNING of this description; thence North $65^{\circ}24'21''$ East, a distance of 43.33; thence South $24^{\circ}35'39''$ East, a distance of 28.08 feet; thence South $65^{\circ}24'21''$ West, a distance of 8.33 feet; thence South $24^{\circ}35'39''$ East, a distance of 6.00 feet; thence South $65^{\circ}24'21''$ West, a distance of 23.50 feet; thence North $24^{\circ}35'39''$ West, a distance of 5.00 feet; thence South $65^{\circ}24'21''$ West, a distance of 11.50 feet; thence North $24^{\circ}35'39''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 13

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 903.95 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 14

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 903.95 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 15

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 903.95 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 16

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 903.95 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

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DESCRIPTION: LOT 17

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 759.58 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 18

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South 00°08'31" East along the East line of said Parcel "A", a distance of 30.00 feet; thence South 89°48'49" West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 759.58 feet; thence South 00°11'11" East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence South 89°48'49" West, a distance of 43.33 feet; thence North 00°11'11" West, a distance of 28.08 feet; thence North 89°48'49" East, a distance of 8.33 feet; thence North 00°11'11" West, a distance of 6.00 feet; thence North 89°48'49" East, a distance of 23.50 feet; thence South 00°11'11" East, a distance of 5.00 feet; thence North 89°48'49" East, a distance of 11.50 feet; thence South 00°11'11" East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

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DESCRIPTION: LOT 19

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 759.58 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 20

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 759.58 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 21

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 611.21 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 22

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 611.21 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 23

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 611.21 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 24

A portion of Parcel "A" of U.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 611.21 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 25

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 447.54 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 26

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 447.54 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 27

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 447.54 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 28

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the Northerly boundary of said Parcel "A" and an Easterly projection thereof, a distance of 447.54 feet; thence South $00^{\circ}11'11''$ East, a distance of 48.08 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 29

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along an Easterly projection of the North line of said Parcel "A", a distance of 246.35 feet; thence South $25^{\circ}59'32''$ West, a distance of 89.08 feet to the POINT OF BEGINNING of this description; thence North $64^{\circ}00'28''$ West, a distance of 43.33 feet; thence South $25^{\circ}59'32''$ West, a distance of 28.08 feet; thence South $64^{\circ}00'28''$ East, a distance of 8.33 feet; thence South $25^{\circ}59'32''$ West, a distance of 6.00 feet; thence South $64^{\circ}00'28''$ East, a distance of 23.50 feet; thence North $25^{\circ}59'32''$ East, a distance of 5.00 feet; thence South $64^{\circ}00'28''$ East, a distance of 11.50 feet; thence North $25^{\circ}59'32''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 30

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along an Easterly projection of the North line of said Parcel "A", a distance of 246.35 feet; thence South $25^{\circ}59'32''$ West, a distance of 89.08 feet to the POINT OF BEGINNING of this description; thence North $64^{\circ}00'28''$ West, a distance of 43.33 feet; thence North $25^{\circ}59'32''$ East, a distance of 28.08 feet; thence South $64^{\circ}00'28''$ East, a distance of 8.33 feet; thence North $25^{\circ}59'32''$ East, a distance of 6.00 feet; thence South $64^{\circ}00'28''$ East, a distance of 23.50 feet; thence South $25^{\circ}59'32''$ West, a distance of 5.00 feet; thence South $64^{\circ}00'28''$ East, a distance of 11.50 feet; thence South $25^{\circ}59'32''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 31

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along an Easterly projection of the North line of said Parcel "A", a distance of 246.35 feet; thence South $25^{\circ}59'32''$ West, a distance of 89.08 feet to the POINT OF BEGINNING of this description; thence South $64^{\circ}00'28''$ East, a distance of 43.33 feet; thence North $25^{\circ}59'32''$ East, a distance of 28.08 feet; thence North $64^{\circ}00'28''$ West, a distance of 8.33 feet; thence North $25^{\circ}59'32''$ East, a distance of 6.00 feet; thence North $64^{\circ}00'28''$ West, a distance of 23.50 feet; thence South $25^{\circ}59'32''$ West, a distance of 5.00 feet; thence North $64^{\circ}00'28''$ West, a distance of 11.50 feet; thence South $25^{\circ}59'32''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

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DESCRIPTION: LOT 32

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along an Easterly projection of the North line of said Parcel "A", a distance of 246.35 feet; thence South $25^{\circ}59'32''$ West, a distance of 89.08 feet to the POINT OF BEGINNING of this description; thence South $64^{\circ}00'28''$ East, a distance of 43.33 feet; thence South $25^{\circ}59'32''$ West, a distance of 28.08 feet; thence North $64^{\circ}00'28''$ West, a distance of 8.33 feet; thence South $25^{\circ}59'32''$ West, a distance of 6.00 feet; thence North $64^{\circ}00'28''$ West, a distance of 23.50 feet; thence North $25^{\circ}59'32''$ East, a distance of 5.00 feet; thence North $64^{\circ}00'28''$ West, a distance of 11.50 feet; thence North $25^{\circ}59'32''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 33

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the North line of said Parcel "A" and the Easterly projection thereof, a distance of 101.78 feet; thence South $44^{\circ}50'09''$ West, a distance of 53.76 feet to the POINT OF BEGINNING of this description; thence continue South $44^{\circ}50'09''$ West, a distance of 66.00 feet; thence North $45^{\circ}09'51''$ West, a distance of 12.09 feet; thence South $44^{\circ}50'09''$ West, a distance of 2.50 feet; thence North $45^{\circ}09'51''$ West, a distance of 20.25 feet; thence North $44^{\circ}50'09''$ East, a distance of 17.83 feet; thence South $45^{\circ}09'51''$ East, a distance of 5.00 feet; thence North $44^{\circ}50'09''$ East, a distance of 50.67 feet; thence South $45^{\circ}09'51''$ East, a distance of 27.34 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 34

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the North line of said Parcel "A" and the Easterly projection thereof, a distance of 101.78 feet; thence South $44^{\circ}50'09''$ West, a distance of 53.76 feet to the POINT OF BEGINNING of this description; thence continue South $44^{\circ}50'09''$ West, a distance of 66.00 feet; thence South $45^{\circ}09'51''$ East, a distance of 12.08 feet; thence South $44^{\circ}50'09''$ West, a distance of 2.50 feet; thence South $45^{\circ}09'51''$ East, a distance of 13.92 feet; thence North $44^{\circ}50'09''$ East, a distance of 68.50 feet; thence North $45^{\circ}09'51''$ West, a distance of 26.00 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

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DESCRIPTION: LOT 35

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the North line of said Parcel "A" and the Easterly projection thereof, a distance of 28.22 feet; thence South $44^{\circ}50'09''$ West, a distance of 105.80 feet to the POINT OF BEGINNING of this description; thence continue South $44^{\circ}50'09''$ West, a distance of 66.00 feet; thence North $45^{\circ}09'51''$ West, a distance of 12.09 feet; thence South $44^{\circ}50'09''$ West, a distance of 2.50 feet; thence North $45^{\circ}09'51''$ West, a distance of 13.91 feet; thence North $44^{\circ}50'09''$ East, a distance of 68.50; thence South $45^{\circ}09'51''$ East, a distance of 26.00 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 36

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 30.00 feet; thence South $89^{\circ}48'49''$ West along the North line of said Parcel "A" and the Easterly projection thereof, a distance of 28.22 feet; thence South $44^{\circ}50'09''$ West, a distance of 105.80 feet to the POINT OF BEGINNING of this description; thence continue South $44^{\circ}50'09''$ West, a distance of 66.00 feet; thence South $45^{\circ}09'51''$ East, a distance of 12.08 feet; thence South $44^{\circ}50'09''$ West, a distance of 2.50 feet; thence South $45^{\circ}09'51''$ East, a distance of 20.25 feet; thence North $44^{\circ}50'09''$ East, a distance of 17.83 feet; thence North $45^{\circ}09'51''$ West, a distance of 5.00 feet; thence North $44^{\circ}50'09''$ East, a distance of 50.67 feet; thence North $45^{\circ}09'51''$ West, a distance of 27.33 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 37

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 186.33 feet; thence South $64^{\circ}27'37''$ West, a distance of 158.43 feet to the POINT OF BEGINNING of this description; thence North $25^{\circ}32'23''$ West, a distance of 43.33 feet; thence South $64^{\circ}27'37''$ West, a distance of 28.08 feet; thence South $25^{\circ}32'23''$ East, a distance of 8.33 feet; thence South $64^{\circ}27'37''$ West, a distance of 6.00 feet; thence South $25^{\circ}32'23''$ East, a distance of 23.50 feet; thence North $64^{\circ}27'37''$ East, a distance of 5.00 feet; thence South $25^{\circ}32'23''$ East, a distance of 11.50 feet; thence North $64^{\circ}27'37''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying, and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 38

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 186.33 feet; thence South $64^{\circ}27'37''$ West, a distance of 158.43 feet to the POINT OF BEGINNING of this description; thence North $25^{\circ}32'23''$ West, a distance of 43.33 feet; thence North $64^{\circ}27'37''$ East, a distance of 28.08 feet; thence South $25^{\circ}32'23''$ East, a distance of 8.33 feet; thence North $64^{\circ}27'37''$ East, a distance of 6.00 feet; thence South $25^{\circ}32'23''$ East, a distance of 23.50 feet; thence South $64^{\circ}27'37''$ West, a distance of 5.00 feet; thence South $25^{\circ}32'23''$ East, a distance of 11.50 feet; thence South $64^{\circ}27'37''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 39

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 186.33 feet; thence South $64^{\circ}27'37''$ West, a distance of 158.43 feet to the POINT OF BEGINNING of this description; thence South $25^{\circ}32'23''$ East, a distance of 43.33 feet; thence North $64^{\circ}27'37''$ East, a distance of 28.08 feet; thence North $25^{\circ}32'23''$ West, a distance of 8.33 feet; thence North $64^{\circ}27'37''$ East, a distance of 6.00 feet; thence North $25^{\circ}32'23''$ West, a distance of 23.50 feet; thence South $64^{\circ}27'37''$ West, a distance of 5.00 feet; thence North $25^{\circ}32'23''$ West, a distance of 11.50 feet; thence South $64^{\circ}27'37''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 40

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 186.33 feet; thence South $64^{\circ}27'37''$ West, a distance of 158.43 feet to the POINT OF BEGINNING of this description; thence South $25^{\circ}32'23''$ East, a distance of 43.33 feet; thence South $64^{\circ}27'37''$ West, a distance of 28.08 feet; thence North $25^{\circ}32'23''$ West, a distance of 8.33 feet; thence South $64^{\circ}27'37''$ West, a distance of 6.00 feet; thence North $25^{\circ}32'23''$ West, a distance of 23.50 feet; thence North $64^{\circ}27'37''$ East, a distance of 5.00 feet; thence North $25^{\circ}32'23''$ West, a distance of 11.50 feet; thence North $64^{\circ}27'37''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 41

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 406.77 feet; thence South $89^{\circ}51'29''$ West, a distance of 113.09 feet to the POINT OF BEGINNING of this description; thence North $00^{\circ}08'31''$ West, a distance of 43.33 feet; thence South $89^{\circ}51'29''$ West, a distance of 28.08 feet; thence South $00^{\circ}08'31''$ East, a distance of 8.33 feet; thence South $89^{\circ}51'29''$ West, a distance of 6.00 feet; thence South $00^{\circ}08'31''$ East, a distance of 23.50 feet; thence North $89^{\circ}51'29''$ East, a distance of 5.00 feet; thence South $00^{\circ}08'31''$ East, a distance of 11.50 feet; thence North $89^{\circ}51'29''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 42

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 406.77 feet; thence South $89^{\circ}51'29''$ West, a distance of 113.09 feet to the POINT OF BEGINNING of this description; thence North $00^{\circ}08'31''$ West, a distance of 43.33 feet; thence North $89^{\circ}51'29''$ East, a distance of 28.08 feet; thence South $00^{\circ}08'31''$ East, a distance of 8.33 feet; thence North $89^{\circ}51'29''$ East, a distance of 6.00 feet; thence South $00^{\circ}08'31''$ East, a distance of 23.50 feet; thence South $89^{\circ}51'29''$ West, a distance of 5.00 feet; thence South $00^{\circ}08'31''$ East, a distance of 11.50 feet; thence South $89^{\circ}51'29''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 43

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 406.77 feet; thence South $89^{\circ}51'29''$ West, a distance of 113.09 feet to the POINT OF BEGINNING of this description; thence South $00^{\circ}08'31''$ East, a distance of 43.33 feet; thence North $89^{\circ}51'29''$ East, a distance of 28.08 feet; thence North $00^{\circ}08'31''$ West, a distance of 8.33 feet; thence North $89^{\circ}51'29''$ East, a distance of 6.00 feet; thence North $00^{\circ}08'31''$ West, a distance of 23.50 feet; thence South $89^{\circ}51'29''$ West, a distance of 5.00 feet; thence North $00^{\circ}08'31''$ West, a distance of 11.50 feet; thence South $89^{\circ}51'29''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 44

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 406.77 feet; thence South $89^{\circ}51'29''$ West, a distance of 113.09 feet to the POINT OF BEGINNING of this description; thence South $00^{\circ}08'31''$ East, a distance of 43.33 feet; thence South $89^{\circ}51'29''$ West, a distance of 28.08 feet; thence North $00^{\circ}08'31''$ West, a distance of 8.33 feet; thence South $89^{\circ}51'29''$ West, a distance of 6.00 feet; thence North $00^{\circ}08'31''$ West, a distance of 23.50 feet; thence North $89^{\circ}51'29''$ East, a distance of 5.00 feet; thence North $00^{\circ}08'31''$ West, a distance of 11.50 feet; thence North $89^{\circ}51'29''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 45

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 294.48 feet; thence South $77^{\circ}32'00''$ West, a distance of 263.58 feet to the POINT OF BEGINNING of this description; thence South $12^{\circ}28'00''$ East, a distance of 43.33 feet; thence North $77^{\circ}32'00''$ East, a distance of 28.08 feet; thence North $12^{\circ}28'00''$ West, a distance of 8.33 feet; thence North $77^{\circ}32'00''$ East, a distance of 6.00 feet; thence North $12^{\circ}28'00''$ West, a distance of 23.50 feet; thence South $77^{\circ}32'00''$ West, a distance of 5.00 feet; thence North $12^{\circ}28'00''$ West, a distance of 11.50 feet; thence South $77^{\circ}32'00''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 46

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 294.48 feet; thence South $77^{\circ}32'00''$ West, a distance of 263.58 feet to the POINT OF BEGINNING of this description; thence South $12^{\circ}28'00''$ East, a distance of 43.33 feet; thence South $77^{\circ}32'00''$ West, a distance of 28.08 feet; thence North $12^{\circ}28'00''$ West, a distance of 8.33 feet; thence South $77^{\circ}32'00''$ West, a distance of 6.00 feet; thence North $12^{\circ}28'00''$ West, a distance of 23.50 feet; thence North $77^{\circ}32'00''$ East, a distance of 5.00 feet; thence North $12^{\circ}28'00''$ West, a distance of 11.50 feet; thence North $77^{\circ}32'00''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 47

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 294.48 feet; thence South $77^{\circ}32'00''$ West, a distance of 263.58 feet to the POINT OF BEGINNING of this description; thence North $12^{\circ}28'00''$ West, a distance of 43.33 feet; thence South $77^{\circ}32'00''$ West, a distance of 28.08 feet; thence South $12^{\circ}28'00''$ East, a distance of 8.33 feet; thence South $77^{\circ}32'00''$ West, a distance of 6.00 feet; thence South $12^{\circ}28'00''$ East, a distance of 23.50 feet; thence North $77^{\circ}32'00''$ East, a distance of 5.00 feet; thence South $12^{\circ}28'00''$ East, a distance of 11.50 feet; thence North $77^{\circ}32'00''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 48

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 294.48 feet; thence South $77^{\circ}32'00''$ West, a distance of 263.58 feet to the POINT OF BEGINNING of this description; thence North $12^{\circ}28'00''$ West, a distance of 43.33 feet; thence North $77^{\circ}32'00''$ East, a distance of 28.08 feet; thence South $12^{\circ}28'00''$ East, a distance of 8.33 feet; thence North $77^{\circ}32'00''$ East, a distance of 6.00 feet; thence South $12^{\circ}28'00''$ East, a distance of 23.50 feet; thence South $77^{\circ}32'00''$ West, a distance of 5.00 feet; thence South $12^{\circ}28'00''$ East, a distance of 11.50 feet; thence South $77^{\circ}32'00''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations and rights-of-way of record.

DESCRIPTION: LOT 49

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 355.09 feet; thence North $00^{\circ}11'11''$ West, a distance of 206.50 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 50

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 355.09 feet; thence North $00^{\circ}11'11''$ West, a distance of 206.50 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 51

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 355.09 feet; thence North $00^{\circ}11'11''$ West, a distance of 206.50 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 52

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 355.09 feet; thence North $00^{\circ}11'11''$ West, a distance of 206.50 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 53

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 499.72 feet; thence North $00^{\circ}11'11''$ West, a distance of 206.69 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 54

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 499.72 feet; thence North $00^{\circ}11'11''$ West, a distance of 206.69 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 55

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 499.72 feet; thence North $00^{\circ}11'11''$ West, a distance of 206.69 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 56

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 499.72 feet; thence North $00^{\circ}11'11''$ West, a distance of 206.69 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 57

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31"$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29"$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31"$ West, a distance of 50.12 feet; thence South $89^{\circ}51'29"$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31"$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 122.94 feet; thence North $00^{\circ}11'11"$ West, a distance of 174.07 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49"$ East, a distance of 43.33 feet; thence North $00^{\circ}11'11"$ West, a distance of 28.08 feet; thence South $89^{\circ}48'49"$ West, a distance of 8.33 feet; thence North $00^{\circ}11'11"$ West, a distance of 6.00 feet; thence South $89^{\circ}48'49"$ West, a distance of 23.50 feet; thence South $00^{\circ}11'11"$ East, a distance of 5.00 feet; thence South $89^{\circ}48'49"$ West, a distance of 11.50 feet; thence South $00^{\circ}11'11"$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 58

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31''$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 122.94 feet; thence North $00^{\circ}11'11''$ West, a distance of 174.07 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence South $89^{\circ}48'49''$ West, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence South $89^{\circ}48'49''$ West, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 59

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31''$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 122.94 feet; thence North $00^{\circ}11'11''$ West, a distance of 174.07 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence South $00^{\circ}11'11''$ East, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence North $00^{\circ}11'11''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 60

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31''$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 122.94 feet; thence North $00^{\circ}11'11''$ West, a distance of 174.07 feet to the POINT OF BEGINNING of this description; thence South $89^{\circ}48'49''$ West, a distance of 43.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 28.08 feet; thence North $89^{\circ}48'49''$ East, a distance of 8.33 feet; thence North $00^{\circ}11'11''$ West, a distance of 6.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 23.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 5.00 feet; thence North $89^{\circ}48'49''$ East, a distance of 11.50 feet; thence South $00^{\circ}11'11''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 61

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31''$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 173.49 feet to the Point of Tangency; thence South $54^{\circ}51'29''$ West, a distance of 0.71 feet; thence North $40^{\circ}42'33''$ West, a distance of 203.70 feet to the POINT OF BEGINNING of this description; thence North $49^{\circ}17'27''$ East, a distance of 43.33 feet; thence North $40^{\circ}42'33''$ West, a distance of 28.08 feet; thence South $49^{\circ}17'27''$ West, a distance of 8.33 feet; thence North $40^{\circ}42'33''$ West, a distance of 6.00 feet; thence South $49^{\circ}17'27''$ West, a distance of 23.50 feet; thence South $40^{\circ}42'33''$ East, a distance of 5.00 feet; thence South $49^{\circ}17'27''$ West, a distance of 11.50 feet; thence South $40^{\circ}42'33''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 62

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31''$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 173.49 feet to the Point of Tangency; thence South $54^{\circ}51'29''$ West, a distance of 0.71 feet; thence North $40^{\circ}42'33''$ West, a distance of 203.70 feet to the POINT OF BEGINNING of this description; thence North $49^{\circ}17'27''$ East, a distance of 43.33 feet; thence South $40^{\circ}42'33''$ East, a distance of 28.08 feet; thence South $49^{\circ}17'27''$ West, a distance of 8.33 feet; thence South $40^{\circ}42'33''$ East, a distance of 6.00 feet; thence South $49^{\circ}17'27''$ West, a distance of 23.50 feet; thence North $40^{\circ}42'33''$ West, a distance of 5.00 feet; thence South $49^{\circ}17'27''$ West, a distance of 11.50 feet; thence North $40^{\circ}42'33''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 63

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31''$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 173.49 feet to the Point of Tangency; thence South $54^{\circ}51'29''$ West, a distance of 0.71 feet; thence North $40^{\circ}42'33''$ West, a distance of 203.70 feet to the POINT OF BEGINNING of this description; thence South $49^{\circ}17'27''$ West, a distance of 43.33 feet; thence South $40^{\circ}42'33''$ East, a distance of 28.08 feet; thence North $49^{\circ}17'27''$ East, a distance of 8.33 feet; thence South $40^{\circ}42'33''$ East, a distance of 6.00 feet; thence North $49^{\circ}17'27''$ East, a distance of 23.50 feet; thence North $40^{\circ}42'33''$ West, a distance of 5.00 feet; thence North $49^{\circ}17'27''$ East, a distance of 11.50 feet; thence North $40^{\circ}42'33''$ West, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

DESCRIPTION: LOT 64

A portion of Parcel "A" of C.H.L. ACRLS, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel "A"; thence South $00^{\circ}08'31''$ East along the East line of said Parcel "A", a distance of 483.61 feet; thence South $89^{\circ}51'29''$ West, a distance of 195.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 58.12 feet; thence South $89^{\circ}51'29''$ West, a distance of 508.84 feet; thence North $54^{\circ}08'31''$ West, a distance of 17.20 feet to a point of curvature of a circular curve to the left; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 173.49 feet to the Point of Tangency; thence South $54^{\circ}51'29''$ West, a distance of 0.71 feet; thence North $40^{\circ}42'33''$ West, a distance of 203.70 feet to the POINT OF BEGINNING of this description; thence South $49^{\circ}17'27''$ West, a distance of 43.33 feet; thence North $40^{\circ}42'33''$ West, a distance of 28.08 feet; thence North $49^{\circ}17'27''$ East, a distance of 8.33 feet; thence North $40^{\circ}42'33''$ West, a distance of 6.00 feet; thence North $49^{\circ}17'27''$ East, a distance of 23.50 feet; thence South $40^{\circ}42'33''$ East, a distance of 5.00 feet; thence North $49^{\circ}17'27''$ East, a distance of 11.50 feet; thence South $40^{\circ}42'33''$ East, a distance of 29.08 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

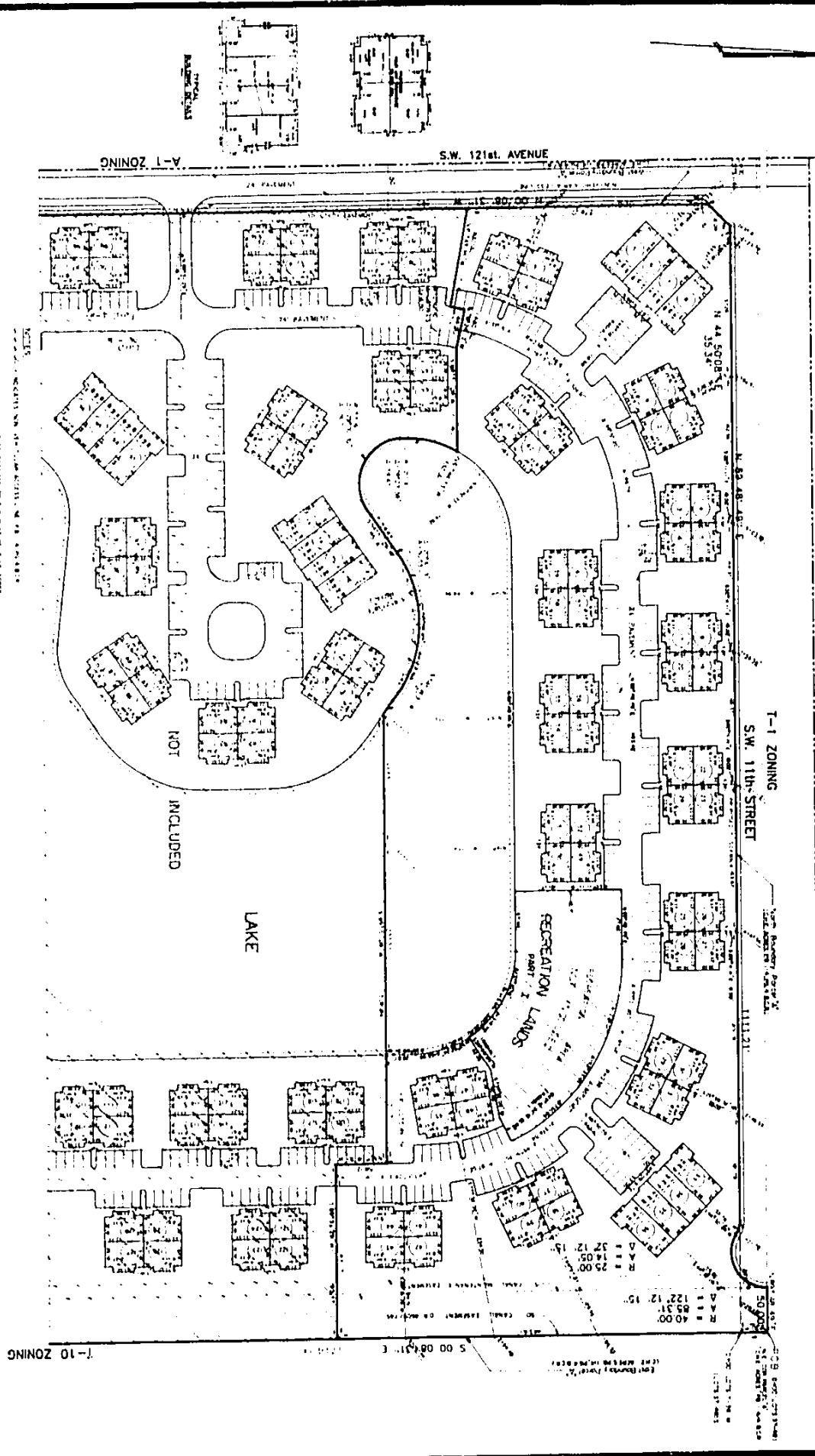
EXHIBIT "D"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

SITE PLAN FOR THE PROPERTIES

OFF
REC 11889 PAGE 507

THE VILLAGE AT LAKE PINE II

THE PROPERTIES
PAGE 2



NOTES:
1. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO CENTER OF LOT OR CENTER OF DRIVEWAY UNLESS OTHERWISE NOTED.

THE VILLAGE AT
LAKE PINE II

Dady and Way, Inc.
PROFESSIONAL SURVEYING AND ENGINEERING
2500 BAYVIEW BL. APT. 21, LAKELAND, FLORIDA 33809
(813) 771-0001

Scale	1" = 50'
Date	07
Sheet	15/16
Field Book	N/A
Notes	
Drawn	
Checked	
Reviewed	
Approved	

79-0117

EXHIBIT "E"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

LEGAL DESCRIPTION FOR THE COMMON PROPERTIES

OFF
REC 11889 PAGE 509

LEGAL DESCRIPTION: COMMON PROPERTIES

The Properties as defined in Exhibit "B" to the Declaration of Covenants less and except the Lots as defined in Exhibit "C" of the Declaration of Covenants.

OFF 11889 PAGE 510
REC

EXHIBIT "F" TO

THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

ARTICLES OF INCORPORATION

THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC.

OFF REC 11889 PAGE 511

ARTICLES OF INCORPORATION

OF

THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC.

FILED
1994 JUL 26 11:10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, hereby adopt the following Articles of Incorporation.

ARTICLE I.

The name of the corporation shall be THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II.

Terms used herein shall have the meanings ascribed to them in the Declaration referred to below, unless the context indicates otherwise.

ARTICLE III.

The purposes for which the Association is formed are:

1. To promote the common good, health, safety and general welfare of all of the Owners;
2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from The Village at Lake Pine II Declaration of Covenants, Restrictions and Easements (the "Declaration") as amended and supplemented from time to time and recorded in the Public Records of Broward County, Florida (the definitions of which are incorporated herein by reference);
3. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which a corporation organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and such purposes and powers in each clause shall not be limited or restricted by reference or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not to a substantial degree engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

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ARTICLE IV.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject under the Declaration to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation and excluding contract purchasers, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association. The membership shall also be divided into the classes set forth below.

The Association shall have two (2) classes of voting Members as follows:

Class A. Class A Members shall originally be all Owners with the exception of the Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot which is subject to assessment, as further provided in the Declaration or any Supplemental Declaration. The Declarant shall become a Class A Member with regard to Lots owned by the Developer upon termination of the Developer's Class B Membership as provided below.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members as a whole are entitled to cast from time to time (by way of illustration, if at any given point in time, there were 20 Class A Members, the Class B Members would be entitled to 41 votes); provided that the Class B Membership shall cease and be converted to Class A Membership upon the first to occur of any of the following events:

- (1) The arrival of December 31, 1989;
- (2) When two hundred fifty-six (256) Dwelling Units have been constructed and conveyed to purchasers; or
- (3) Thirty (30) days after the Declarant elects to terminate the Class B Membership;

whereupon the Class A Members shall assume control of the Association and elect the Board of Directors.

ARTICLE V.

The Association shall have perpetual existence.

ARTICLE VI.

The affairs of the Association shall be managed by a Board of Directors of not less than three (3) persons.

The names and addresses of the members of the first Board of Directors of the Association (which shall be three), who shall hold office until the first election thereafter are as follows:

<u>Name</u>	<u>Address</u>
Steve Spergel	11920 Southwest 7th Court Davie, Florida 33325
Vicki West	11920 Southwest 7th Court Davie, Florida 33325
Armando Rodriguez	11920 Southwest 7th Court Davie, Florida 33325

Except for the first Board of Directors and unless otherwise provided in the By-Laws, Directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for the removal from office of Directors. Only members of the Association, or authorized representatives, officers or employees of corporate members of the Declarant (or its general partner) may be Directors.

Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VII.

The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

The officers of the Association, in accordance with applicable provisions of the by-laws, shall be elected by the Board of Directors for a term, the duration of which shall be one year, to be extended until qualified successors are duly elected and have taken office.

The names and addresses of the first officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

President:	Steve Spergel	11920 Southwest 7th Court Davie, Florida 33325
Vice-President:	Vicki West	11920 Southwest 7th Court Davie, Florida 33325

Secretary/
Treasurer: Armando Rodriguez 11920 Southwest 7th Court
Davie, Florida 33325

ARTICLE VIII.

The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or any special meeting duly called for such purpose, upon the vote of the Members as provided in the By-Laws, except that the initial By-Laws of the Association shall be made and adopted by the first Board of Directors.

ARTICLE IX.

Amendments to these Articles of Incorporation may be proposed by a member of the Board of Directors of the Association or Members of the Association holding thirty percent (30%) of the voting rights in the Class A Membership. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose on the affirmative vote of two-thirds (2/3rds) of the Class A Members present in person or by proxy at a meeting at which a quorum is present, except that the Declarant shall have the right to veto any amendment while the Class B Membership exists.

ARTICLE X.

The names and addresses of the subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Steve Spergel	7101 Southwest 20th Street Plantation, Florida 33317
Vicki West	6190 Woodlands Boulevard Fort Lauderdale, Florida 33319
Armando Rodriguez	11040 Northwest 43rd Court Coral Springs, Florida 33065

ARTICLE XI.

The Association shall indemnify 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 (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, penalties, 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

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REC 11889 PAGE 515

determines after all available 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 no reasonable cause to believe his conduct was unlawful; and (b) such court further specifically determines 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 interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

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 hereinabove or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first paragraph of this Article XI (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth hereinabove. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount less it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XI.

The indemnification provided by this Article shall not be deemed exclusive of any other right to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent

and shall inure to the benefit of the heirs and personal representatives of such person.

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 incurred 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.

ARTICLE XII.

The initial registered office of this corporation shall be at 11920 Southwest 7th Court, Davie, Florida 33325, with the privilege of having its office and branch offices at other places within or without the State of Florida.

The Resident Agent of the Association for purposes of accepting service of process shall be ARMANDO RODRIGUEZ, having offices at 11920 Southwest 7th Court, Davie, Florida 33325.

ARTICLE XIII.

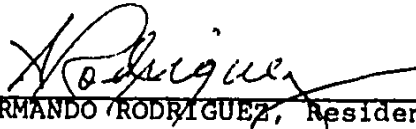
Upon dissolution of the Association, all of its assets shall be conveyed to another non-profit corporation, unincorporated association or public agency.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands this 24 day of July, 1984.

Steve Spergel
STEVE SPERGEL
Vicki West
VICKI WEST
Armando Rodriguez
ARMANDO RODRIGUEZ

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Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.


ARMANDO RODRIGUEZ, Resident Agent

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared STEVE SPERGEL, VICKI WEST and ARMANDO RODRIGUEZ to me known to be the subscribers to the Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State this 24 day of July, 1984.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 3 1986
BCHDED THRU GENERAL INSURANCE UNID

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EXHIBIT "G"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

BY-LAWS FOR THE VILLAGE AT
LAKE PINE II HOMEOWNERS' ASSOCIATION, INC.

OFF
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BY-LAWS

OF

THE VILLAGE AT LAKE PINE II HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

DEFINITIONS

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Restrictions and Easements for The Village at Lake Pine II (the "Declaration of Covenants") as it may be amended or supplemented from time to time unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE II.

LOCATION, PURPOSE AND POWERS

Section 1. The principal office of The Village at Lake Pine II Homeowners' Association, Inc., (the "Association") shall initially be located at:

10400 Griffin Road
Suite 208

Cooper City, Florida 33320

or subsequently, at such other address as may from time to time be designated by the Board of Directors.

Section 2. The purpose for which the Association is organized is to be a homeowners' association within the meaning of the Declaration of Covenants and to manage the property and affairs of the Common Properties as specified in the Declaration Covenants (and otherwise discharge its duties thereunder), and to exercise all powers granted to it as a not-for-profit corporation under the laws of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Covenants; and to acquire, hold convey and otherwise deal in and with real and personal property in its capacity as a homeowners' association.

Section 3. The Association shall have all power granted to it by law, the Declaration of Covenants, and as set forth in Article II of the Articles of Incorporation.

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Section 4. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Common Properties and the discharge of its other responsibilities under the Declaration of Covenants and may take all actions, through the proper offices of the Association in executing such powers, except such acts which by law, the Declaration of Covenants or these By-Laws may not be delegated to the Board of Directors by Owners. Such powers and duties of the Board of Directors shall include without limitation (except as limited elsewhere herein) the following:

(a) Operating, repairing, maintaining and otherwise managing the Common Properties.

(b) Determining the expenses required for the operation of the Common Properties and the Association.

(c) Collecting the Assessments, Special Assessments, Reconstruction Assessments, Capital Improvements Assessments and fees from Owners as specified in the Declaration of Covenants.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Properties.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Properties, as provided herein and subject to rights of usage granted in the Declaration of Covenants.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association or its designee.

(h) Purchasing lots or other property at foreclosure or other judicial sales, in the name of the Association or its designee.

(i) Selling, leasing, mortgaging, or otherwise dealing with Lots or other property acquired by and subleasing Dwelling Units leased by the Association or its designee.

(j) Organizing corporations to act as designees of the Association in acquiring title to or leasing Lots or other property.

(k) Obtaining and reviewing insurance for the Properties as required by the Declaration of Covenants, for the Association, and for the Board of Directors.

(l) Making repairs, additions, restorations and improvements to or alterations of the portions of the Properties as required or necessary to the discharge of its duties in accordance with the provisions of the Declaration of Covenants or after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(m) 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 Common

Properties and its functions as specified in the Declaration of Covenants.

(n) Levying fines or taking other actions against the Owners for violations of the Declaration of Covenants or violations of the rules and regulations established by the Association to govern the conduct of the Owners their guests or invitees.

(o) 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 and/or security interests on Association property.

(p) Contracting (if the Board in its sole discretion so desires) for the management of the Common Properties and Improvements and delegating to such contractor such powers and duties of the Board of Directors as the Board may deem appropriate under the circumstances, except those which may be required by the Declaration of Covenants and these By-Laws to be approved by the Board of Directors and members of the Association; contracting for the management or operation of portions of the Common Properties susceptible to separate management or operation; and granting concessions for the purpose of providing services to the Owners. In exercising this power, the Association may contract with affiliates of itself and the Declarant.

(q) At its discretion, authorizing Owners or other persons to use portions of the Common Properties for private parties and gatherings and imposing reasonable charges for such private use.

(r) Allowing use of the Common Properties by Declarant or Declarant's Permittees in accordance with the terms and provisions of the Declaration of Covenants.

(s) Exercising (i) all powers specifically set forth in the Declaration of Covenants, the Articles of the Association and these By-Laws, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not-for-profit.

(t) Suspending the right of any Owner to vote or use the recreation facilities of the Common Properties so long as said Unit Owner is delinquent in the payment of Assessments or otherwise in violation of the Declaration of Covenants or any exhibits thereto or applicable rules and regulations.

ARTICLE III.

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article IV of the Articles of Incorporation of the Association.

Section 2. Members are subject to the payment of Assessments or fees levied by the Association in accordance with the terms and

provisions of the Declaration of Covenants and, without limiting the generality of the foregoing, Article IX thereof.

Section 3. The Association shall have two (2) classes of voting Members as provided in Article VII of the Declaration of Covenants, which provisions are as follows:

CLASS A. Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot which is subject to assessment, as further provided in the Declaration of Covenants. Declarant shall become a Class A Member with regard to Lots owned by it upon termination of Declarant's Class B Membership as provided below.

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 which Class A Members are entitled to cast from time to time, provided that the Class B Membership shall cease and be converted to Class A Membership upon the first to occur of either of the following events:

- (1) The arrival of December 31, 1989; or
- (2) At least two hundred fifty-six (256) Dwelling Units have been closed upon and conveyed to purchasers thereof; or
- (3) Thirty (30) days after Declarant elects to terminate Class B Membership.

Section 4. Unless otherwise expressly provided in these By-Laws or the Declaration of Covenants, any action which may be taken by the Association may be taken by a majority of a quorum of the Members of the Association.

Section 5. Except as otherwise provided in these By-Laws, the Articles of Incorporation, or the Declaration of Covenants, the presence in person or by proxy of at least fifty-one (51%) percent of the Members of the Association entitled to vote shall constitute a quorum of the Membership. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. In the event, however, that the required quorum is not present, another meeting may be called subject to the same notice requirement, although the required quorum at the subsequent meeting shall remain fifty-one (51%) percent of the total Members of the Association entitled to vote.

Section 6. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall

be revocable and shall automatically cease after completion of the meeting for which the proxy was filed and upon conveyance by the Member of the fee simple title of his Unit.

Section 7. Vote distribution shall be in accordance with Section 2 of Article VII of the Declaration of Covenants.

ARTICLE IV.
BOARD OF DIRECTORS

Section 1. There shall be a minimum of three (3) directors of the Association who shall be elected annually at the annual meeting of the Members but, from time to time, without amendment hereof, the number of directors may be increased by a vote of the members of the Association as hereinafter provided.

Section 2. Election of the 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 may be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by a majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of subdivision (f) hereof shall be filled by the Declarant without the necessity of any meeting.

(e) Subject to the rights of Declarant set forth in Section 13 hereof, any director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Owners. A special meeting of the Owners to recall a director or directors may, subject to the rights of Declarant set forth in Section 2(f) and 13 hereof, be called by ten (10%) percent of the Owners giving notice of the meeting as required for a meeting of Owners and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting unless such director was appointed by the Declarant, in which case the Declarant shall appoint another director without the necessity of any meeting.

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(f) Provided, however, that until a majority of the Directors are elected by the members other than the Declarant, neither the first Directors of the Association nor any Directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization shall be held promptly after the recordation of the Declaration of Covenants, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the Board members present. If the majority of the members of the Board elected shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days thereafter upon three (3) days' notice in writing to each member of the Board elected stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors 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 telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Owners and notice of such meetings shall be posted conspicuously on the Common Properties 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 however that the Owners shall not be permitted to participate and need not be recognized at any such meeting.

Section 5. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Broward County, Florida; and at any time. Notice of Special Meetings shall be given to Owners in the manner required for regular meetings, provided that Owners shall not be permitted to participate and need not be recognized at any such meeting.

Section 6. Notice of each special meeting of the Board of Directors, stating the time, place and purpose thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail or one (1) day by telephone or telegraph prior to the meeting. Special meetings of the Board may also be held at any place and time without

notice to directors by unanimous waiver of notice by all the directors.

Section 7. 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.

Section 8. A quorum at a directors' meeting shall consist of a majority of the entire Board of 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 of Directors, except when approval by a greater number of directors is specifically required by the Declaration of Covenants, the Articles or these By-Laws.

Section 9. If, at any proposed meeting of the Board of Directors, 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. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that director except for the purpose of constituting a quorum.

Section 11. The presiding officer of the directors' meetings shall be the Chairman of the Board, or his designees, if such an officer has been elected; and if none, the President shall preside (or may designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

Section 12. A director may receive compensation for any service rendered to the Association should the Board of Directors approve or designate the same, the vote of the director seeking such compensation not being counted.

Section 13.

(a) Notwithstanding anything to the contrary contained in this Article IV or otherwise, the Declarant shall have the right to appoint or direct that there be elected specific directors of the Association until such time as Class B Membership terminates in

accordance with Section 1 of Article VII of the Declaration of Covenants.

(b) Within sixty (60) days after Unit Owners other than the Declarant or a successor are entitled to elect or appoint a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the Owners for this purpose. The meeting may be called and the notice may be given by any Owner if the Association fails to do so.

(c) The Declarant may waive or relinquish in whole or in part any of its rights to appoint or elect one or more of the Directors it is entitled to appoint or elect.

(d) This Article IV, Section 13 shall not be modified or amended without the consent of the Declarant so long as the Declarant shall in accordance with the terms of these By-Laws have the right to appoint or cause to be elected any Directors.

ARTICLE V.

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside (or designate a Chairman to preside) at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice-President shall perform the duties and exercise the powers of the President. The Secretary shall issue notice of all meetings of the Membership of the Association and the Directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the Membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually

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pertain to his office or as are properly required of him by the Board of Directors.

Section 4. One person may hold more than one office.

ARTICLE VI.

RESIGNATION, VACANCY, REMOVAL

Section 1. Any director or officer of the corporation may resign at any time, by instrument in writing. Resignation shall take effect at the time specified therein and if no time is specified, at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 2. When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting by electing a person who shall serve until the next annual meeting of members at which time a director will be elected to complete the remaining portion of the unexpired term.

Section 3. When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Association.

Section 4. A majority of the members of the Association present at any regular meeting or special meeting at which a quorum is present and duly called at least in part for the purpose of removing a director or officer may remove any such director or officer for cause affecting his ability or fitness to perform his duties.

Section 5. Officers and directors of the Association shall be indemnified to the full extent provided by Florida law and in Article XI of the Articles of Incorporation.

ARTICLE VII.

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in each year beginning in the year in which the Declaration of Covenants is recorded, at such time, date and place as shall be determined by the Board of Directors, but no later than thirteen (13) months from the date of the previous annual meeting.

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Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more Members of the Board of Directors, or upon written requests of the Members who have a right to vote one-fourth of all votes of the entire Membership including Class "B" Member votes (while such voting class shall exist).

Section 3. Notices concerning meetings held in accordance with the above shall be given to the Members by sending a copy of the notice by mail, postage thereon fully paid, to the addresses appearing on the records of the Association. The post office certificate shall be retained as proof of such mailing. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice shall be posted in a conspicuous place on the Common Properties at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation or Declaration of Covenants, notice shall be given or sent as therein provided. Recitation in the minutes of a meeting that the meeting was held pursuant to notice properly given shall be evidence that such notice was given.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast thirty-three and one-third (33-1/3%) percent of the votes shall constitute a quorum for any action governed by these By-Laws.

Section 5. Any Member may give to a specified Board of Director or to any other Member a proxy to vote on behalf of the absent Member at any meeting. Such proxy shall be in writing, shall be signed by the absent Member and filed with the Association prior to or at the meeting. The proxy shall be effective only for the specific meeting for which it is originally given. It will be revocable at the pleasure of the Owners executing it if revoked by a duly delivered written notice thereof.

Section 6. 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 of Covenants, the Articles of Incorporation or these By-Laws. As used in these By-Laws, the terms "majority of the Unit Owners" and "majority of the members" shall mean those Owners having more than fifty (50%) percent of the then total authorized votes present in person or by

proxy and voting at any meeting of the Owners and at which a quorum shall have been attained.

ARTICLE VIII.

BOOKS AND RECORDS; DEPOSITORIES; FISCAL YEAR

Section 1. The books, records and papers of the Association shall be subject to the inspection of any Member of the Association during normal business hours provided such Member has submitted a prior written request therefor and set forth therein the basis for such request.

Section 2. The funds of the Association shall be deposited in a bank or banks or in a state or federal savings and loan association in Broward County or Dade County, Florida. Such deposits shall be to an account of the Association under resolutions approved by the Board of Directors and the funds deposited shall be withdrawn only over the signature of the Treasurer and countersigned by the President or Vice President. Said funds shall be used only for corporate purposes.

Section 3. The Association shall maintain accounting records according to generally accepted accounting principles. Such records shall include an account of receipts and expenditures; an account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment and fee, the due dates and amount of each Assessment and fee, the amounts paid upon the account and the balance due; and a register for the names of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default upon request by such lien holders. The Association shall furnish a reasonable written summary of the foregoing to each Owner at least annually. The Board of Directors shall present at each annual meeting of the Association members a full and clear statement of the business and condition of the Association.

ARTICLE IX.

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may from time to time adopt rules and regulations governing the details of the operation of and as are designed to prevent unreasonable interference with the use of the Properties by the Members in accordance with the Declaration of Covenants.

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ARTICLE X.
VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an Assessment or fee by a Owner) of any of the provisions of the Declaration of Covenants, these By-Laws, the Rules and Regulations of the Association or the Articles of Incorporation of the Association, the Association, after reasonable notice to cure not to exceed fifteen (15) days, shall have all rights and remedies provided by law and in the Declaration of Covenants including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief and, in the event of a failure to pay Assessments or fees, the right to foreclose its lien provided in the Declaration of Covenants. In every such proceeding the Owner at fault shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his Lot together with Dwelling Unit thereon during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments or fees may be prosecuted by the Association without waiving the lien securing such unpaid Assessments or fees.

ARTICLE XI.
OBLIGATIONS OF OWNERS

Section 1.

(a) All Owners are obligated to pay, in accordance with the provisions of the Declaration of Covenants, all Assessments imposed by the Association to meet all expenses of the Association, which may include, without limitation, liability insurance policy premiums and insurance premiums for policies to cover repair and reconstruction work in case of hurricane, fire, flood or other hazard, as more fully provided in the Declaration of Covenants.

(b) All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration of Covenants, including, without limitation, Article IX thereof.

Section 2. All plans for alterations and repair of Improvements to he Properties must receive the prior written consent of the Architectural Committee in accordance with the provisions of Article X of the Declaration of Covenants.

ARTICLE XII.
AMENDMENT OF BY-LAWS

Except where the Declaration of Covenants or the Articles of Incorporation provide otherwise, these By-Laws may be amended in the following manner:

(a) 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.

(b) A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors or by not less than one-third (1/3rd) of the 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 prior to the commencement of the meeting.

The approval must be:

(1) by not less than two-thirds (2/3rds) of the total votes of the members of the Association, except that the Declarant shall have the right to veto amendments while the Class "B" Membership exists; or

(2) by not less than one hundred (100%) percent of the entire Board of Directors.

(c) 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 Declarant or mortgagees of Units without the consent of the Declarant and said mortgages in each instance. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Covenants.

(d) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration of Covenants allowing such action by the Declarant. The amendment shall be effective when stated therein.

ARTICLE XIII.
FISCAL MANAGEMENT

The Board of Directors shall from time to time, and in accordance with its rights and duties under Article IX of the Declaration of Covenants, prepare a budget for the Association (which shall detail all accounts and items of expenses), 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 of Covenants. The adoption of a budget for the Association shall comply with the terms and provisions of Section 7 of Article IX of the Declaration of Covenants.

ARTICLE XIV.

MORTGAGEES

Section 1. An Owner who mortgages his Lot shall notify the Association by notice to the Secretary of the Board of Directors of the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots". Any such Owner shall likewise notify the Association as to the release or discharge of any such Mortgage.

Section 2. The Board of Directors of the Association shall, at the request of a Mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot in accordance with the provisions of the Declaration of Covenants.

Section 3. The Board of Directors of the Association shall fully protect, enforce and comply with the rights of institutional first mortgagees as more particularly set forth in Article XVII of the Declaration of Covenants.

ARTICLE XV

MEANING OF TERMS

All terms appearing herein which are defined in the Declaration of Covenants shall have the same meanings as are applied to such terms in the Declaration of Covenants.

ARTICLE XVI.

CONFLICTING PROVISIONS

In case of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other By-Laws shall remain in full force and effect. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and these By-Laws, the Declaration of Covenants shall control.

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ARTICLE XVII.
MISCELLANEOUS

Section 1. The Board of Directors may authorize any officer or officers agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, committee member, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 2. The Association shall keep in its office for the transaction of business the original or a copy of these By-Laws as amended or otherwise altered to date certified by the Secretary, which shall be open to inspection by the Owners and all First Mortgagees at all reasonable times during office hours.

Section 3. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, shall be subject to change from time to time as the Board of Directors shall determine in accordance with the Declaration of Covenants.

Section 4. The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Lot by an Owner shall be recorded in the book, together with the date on which such ownership was transferred in accordance with the provisions of the Declaration of Covenants.

The foregoing were adopted as the By-Laws of THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., a corporation not-for-profit, under the laws of the State of Florida this 26 day of July, 1984.

[Signature]
President
[Signature]
Secretary

BML/ds/0833N
10/16/83

EXHIBIT "H"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

RULES AND REGULATIONS FOR THE
VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC.

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THE VILLAGE AT LAKE PINE II

RULES AND REGULATIONS

Your homeowners' association wishes to maintain luxurious, but economically well-managed common properties and to efficiently discharge its duties under the Declaration of Covenants for THE VILLAGE AT LAKE PINE II. It is believed that these rules will aid this purpose. Your board of directors will welcome the assistance of all the Villa and Townhome owners in the enforcement of these regulations. Certain of the below terms or words are defined in the Declaration of Covenants and such definitions are intended to apply to these Rules and Regulations.

1. ENFORCEMENT OF REGULATIONS. These rules and regulations will be enforced as follows:

A. Violations should be reported to the manager at The Village at Lake Pine II Homeowner's Association, Inc., in writing, not to the Board of Directors or to officers of the association.

B. Violations will be called to the attention of the violating owner by the manager, who will also notify the board of directors or person(s) designated by it to enforce these rules and regulations.

C. Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.

D. Owners are responsible for compliance by their guests and lessees with these rules and regulations.

2. RECREATIONAL FACILITIES. The recreational facilities and other portions of the common properties are for the exclusive use of association members and their immediate families, tenants, resident house guests, and guests. Rules and regulations governing the use of amenities contemplated for the Recreation Lands (including the pool and pool deck, racquetball court building and tennis court) shall be posted upon or immediately adjacent to such facilities if and when the same are completed. Such rules and regulations are subject to change from time to time in the sole discretion of the Board. To insure the safety, comfort and enjoyment of such facilities, adherence with such rules and regulations is mandatory for members and, to the extent they are permitted to use the sauna, their guests.

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3. THE LAKE. The lake or portion thereof located upon the properties is subject to the following rules and regulations regarding its usage: motor powered crafts, whether powered by electricity or other fuel, are absolutely prohibited including, but not limited to, motor boats and jet skies. Sail powered crafts may be used upon the lake subject to the receipt by the owner thereof of the prior written approval of the Board of Directors. Any such sail powered craft may only be launched, moored, stored or otherwise tied up at the docks or such other places as the Board of Directors may from time to time designate. Neither members, their children, nor their guests shall swim in the lake.

4. NOISE. The Declaration of Covenants imposes upon the Board of Directors the duty of ensuring that nuisances, by reason of noise or otherwise, do not take place upon the properties.

A. In order to insure your own comfort and that of your neighbors, radio hi-fi or stereo systems, and television sets should be turned down to a minimum volume between the hours of 10:30 p.m. and 8:00 a.m. All other noises such as bidding good night to departing guests and the slamming of car doors and the like between these hours should be kept to a minimum. Your neighbors will appreciate this.

B. Carpentry, carpet-laying, picture-hanging, or any trade (or do-it-yourself work) involving hammer work, etc.), must be done between the hours of 8:00 a.m. and 6:00 p.m.

5. PETS.

A. Certain restrictions upon pets are set forth in the Declaration of Covenants and members, their guests and invitees are expected to comply with such restrictions at all times.

B. No pets shall be allowed to commit a nuisance in or on any portion of the Properties.

C. The term "pets" shall be limited to dogs, cats and birds.

D. No animals are permitted in or upon the recreational facilities located upon Recreational Lands - Part I or Recreational Lands - Part II.

6. OBSTRUCTIONS. Sidewalks, entrances, driveways, corridors and passageways upon the Common Properties must be kept open and shall not be obstructed in any manner.

7. CHILDREN. Children shall play in designated areas only.

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8. DESTRUCTION OF PROPERTY. Neither members, their dependents, nor guests, shall mark, mar, damage, destroy, deface, or engrave any Improvements constructed upon the Properties. Members shall be financially responsible for any such damage.

9. CLEANLINESS. The Common Properties shall be kept clean and free from all litter and trash. Members shall not allow anything to be thrown, or to fall, from windows, doors, fences or trellaces upon the Common Properties. No sweeping, or other substances, shall be permitted to escape to the Common Properties from the dwelling units.

10. RESPONSIBILITY FOR DELIVERIES. Members shall be liable for all damages to the Improvements upon the Properties caused by receiving deliveries, or moving or removing furniture or other articles to or from the buildings in which the Townhomes and Villas are located.

11. TRASH. All refuse, waste, boxes, crates, papers and garbage shall be securely contained in plastic bags and stored in garbage canisters which have self-locking lids. Garbage canisters shall not be placed upon or in plain view of persons upon the Common Properties except immediately prior to such pick up dates as shall from time to time be established.

12. ROOF. Members are not permitted on the roofs of buildings in which their dwelling units are located for any purpose.

13. SOLICITATION. There shall be no solicitation by any person for any cause, charity, or any purpose whatever, unless specifically authorized by the board of directors.

14. HURRICANE PREPARATIONS. Each member who plans to be absent from his Townhome or Villa during the hurricane season must prepare his dwelling unit prior to departure by:

A. Removing all furniture, plants and other personality from his courtyard, balcony or patio area.

B. Designating a responsible firm or individual to care for his Townhome or Villa during his absence in the event that the dwelling unit should suffer hurricane damage. Each member shall furnish the secretary of the association with the name of such firm or individual.

15. SIGNS. No signs of any kind (other than a notice to be placed on the bulletin board after notification to the office of the association) may be installed on the Properties.

16. ODORS. No noxious or unusual odors shall be generated in such quantities that they permeate to other Townhomes or Villas or the Common Properties units and become an annoyance or become obnoxious to another owner. Normal cooking odors, normally and reasonably generated from kitchens, or patios shall not be deemed violation of this regulation.

17. BOATS. No boats, boat trailers or recreational vehicles shall be permitted upon the Common Properties without the prior written consent of the board of directors.

18. ATTIRE. Owners, their families and guests shall not appear in or use the Common Properties or recreational facilities thereon, except in appropriate attire.

19. COMPLIANCE BY DEVELOPER. Owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors. Failure of an owner or occupant to comply with the foregoing shall subject same to legal remedies including, but not limited to, suits for money damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of the Common Properties and improvements thereon in the event of failure to so comply.

20. COMPLIANCE BY DEVELOPER. Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors, or to Townhomes or Villas owned by the Developer.

21. RELIEF. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more owners under the particular circumstances involved from the provisions of specific restrictions contained in the rules and regulations upon written request therefrom and for good cause shown in the sole opinion of the Board.

THE VILLAGE AT LAKE PINE II
HOMEOWNERS' ASSOCIATION INC.

By: [Signature]
President

Attest: [Signature]
Secretary

BML/alC/0834N
10/16/83

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EXHIBIT "I"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THE VILLAGE AT LAKE PINE II RECREATIONAL LAND USE AGREEMENT

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THE VILLAGE AT LAKE PINE II RECREATIONAL LAND USE AGREEMENT

THIS DOCUMENT IS NOT A RECREATIONAL LEASE AGREEMENT
OR A LAND LEASE OR A LEASE OF ANY KIND.

THIS LAND USE AGREEMENT is made between LAKE PINE VILLAGE, LTD., a Florida limited partnership (hereinafter referred to as "Developer"), and THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as "Association").

W I T N E S S E T H

Whereas the Developer is the owner of certain real property hereinafter described and plans, subject to the terms of this agreement, to construct on all or a portion thereof a fee simple townhome and villa community and, in addition, certain improvements and amenities which will provide recreational facilities and areas for the use and benefit of all Dwelling Unit Owners and occupants of THE VILLAGE AT LAKE PINE II COMPLEX, as hereinafter described; and

WHEREAS, Developer plans to develop, but shall not be obligated to develop THE VILLAGE OF LAKE PINE II COMPLEX pursuant to a declaration of covenants, restrictions and easements, it being understood that Developer shall only be obligated to develop such portions thereof as are declared to the Properties under such declaration; and

WHEREAS, the Properties to be declared as such by Developer are presently contemplated to contain privately owned Lots containing Dwelling Units and, in addition, Common Properties, all expressly declared as such and developed for the exclusive benefit of Owners of Dwelling Units upon the portions of THE VILLAGE OF LAKE PINE II COMPLEX which have been declared as the Properties; and

WHEREAS, Developer may develop, but shall not be obligated to develop, THE VILLAGE OF LAKE PINE COMPLEX in four phases; and

WHEREAS, Developer plans to construct upon two separate and distinct parcels lying within THE VILLAGE OF LAKE PINE II COMPLEX, recreational facilities and areas for the non-exclusive use of Owners of Dwelling Units located upon the portions of THE VILLAGE OF LAKE PINE II COMPLEX declared as the Properties and, in addition, owners, mortgagees, Dwelling Unit Owners, tenants, residents, occupants, guests and invitees of all of THE VILLAGE OF LAKE PINE II COMPLEX whether declared as the Properties or whether developed by Developer or successors in interest, in whole in part, of Developer, as separate and distinct residential housing communities; and

WHEREAS, the parties hereto desire to make provisions for the upkeep, maintenance, repair and relocation of the recreational areas more fully described below.

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NOW, THEREFORE, the parties, in consideration of the foregoing premises and of the mutual covenants hereinafter contained, hereby agree to perform all of the conditions, covenants and obligations hereinafter set forth.

1. DEFINITIONS.

All terms used in this Agreement shall be defined in accordance with the provisions of the declaration of covenants, restriction and easements declared by Developer to be for THE VILLAGE AT LAKE PINE II COMPLEX (hereinafter referred to as the "Complex"), and as follows, unless the context otherwise requires:

A. "Complex" means the complex lands for THE VILLAGE OF LAKE PINE II, that certain parcel of real property more particularly described in Exhibit "A" hereto.

B. "Dwelling Unit," "Unit" or "Apartment" means the part of the Complex which is subject to private residential ownership or exclusive residential occupancy rights and located upon the Complex.

C. "Dwelling Owner" or "Owner" means the owner of a townhome or villa dwelling unit constructed upon portions of the Complex expressly declared by Developer as the Properties pursuant to and in accordance with a declaration of protective covenants, restrictions and easements executed and declared by Developer, and, in addition, the owner of any other residential dwelling in any separate or distinct residential housing community which may be created upon the Complex.

D. "Common Expenses" means the expenses for which the Dwelling Owners are liable to the Association, including the applicable portions of recreation expenses hereunder.

E. "Articles of Incorporation" means the Articles of Incorporation of the Association.

F. "By-Laws" means the By-Laws of the Association.

G. "Recreation Lands - Part I" or "THE VILLAGE AT LAKE PINE II Recreation Lands - Part I" means the real property described on Exhibit "B" and all improvements now or hereafter located thereon.

H. "Recreation Lands - Part II" or "THE VILLAGE AT LAKE PINE II" Recreation Lands - Part II" means the real property described on Exhibit "C" and all improvements now or hereafter located thereon.

I. "Recreation Lands" means all real property collectively described in both Exhibits "B" and "C" (provided such parcels are subject to the provisions of this Agreement), and all improvements now or hereafter located thereon.

J. "Recreation Expenses" means taxes, insurance, maintenance, and other expenses generally arising from the ownership of the Recreation Lands described hereunder, which shall be a part of the common expenses to be assessed by the Association against each of the Dwelling Units administered by the Association.

K. "Institutional Mortgagee" means the holder and owner of a mortgage encumbering a Dwelling Unit, which owner and holder of said mortgage is either a bank, life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a union pension fund, or a mortgage banker, or institutional mortgage broker, or a lender generally recognized in the community as an institutional type lender, or the Developer.

L. "Institutional Mortgage" means a mortgage owned or held by an Institutional Mortgagee.

2. PLAN OF DEVELOPMENT

A. The Complex means and refers to the lands described in Exhibit "A" hereto. Developer plans to develop upon the Complex a fee simple, townhome and villa community to be constructed in four phases pursuant to a declaration of protective covenants, easements and restrictions primarily affecting the portions of the Complex declared as the Properties. By supplemental declaration, Developer plans to phase-in the additional phases of the Complex as additional Properties, thereby submitting same to all of the provisions of the declaration of protective covenants. The Properties declared as such are contemplated to consist of Lots and Common Properties to be administered by the Association.

It is contemplated that upon the addition of all phases by Developer as Properties, the Complex will contain 256 Dwelling Units. However, the Complex is a projected plan of development only and nothing contained herein shall be construed as making it obligatory upon the Developer to construct any portions of said Complex not declared as Properties by a separate declaration of protective covenants, easements and restrictions recorded amongst the Public Records of Broward County, Florida, or if constructed (in whole or part), to construct same in accordance with any particular plan of development. In fact, if improvements upon the portions of the Complex not declared as the Properties by separate declaration are developed, the Developer need not declare the lands underlying any such structures to be added as additional Properties pursuant to said declaration of protective covenants, easements and restrictions but, rather, may declare same to be a separate fee simple residential home ownership project governed by its own separate and distinct association, or one or more separate condominium projects governed by one or more condominium associations, or one or more rental type structures. It is, however, understood that, upon the declaring of such additional phases comprising the Complex as added Properties pursuant to any such declaration of protective covenants, the Association shall be and constitutes the governing body for the Common Properties and other Improvements located upon the lands so declared as the Properties.

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B. The Developer intends to and does hereby reserve certain portions of the Complex as Recreation Lands and also intends to construct thereon certain recreation facilities, improvements, and enhancements. One portion of such lands shall be known as Recreation Lands - Part I, being more particularly described on Exhibit "B" attached hereto and made a part hereof. Another portion of such lands shall be known as Recreation Lands - Part II, more particularly described on Exhibit "C" attached hereto and made a part hereof. Each Owner of a Dwelling Unit upon the Complex, the Association, each condominium (if any), condominium association (if any), condominium unit owner (if any), residential tenant, any and all institutional mortgagees or purchase money mortgagees and other land owners of the Complex (or any portion thereof), and their invitees, licensees, tenants, guests, lessees, successors, and assigns shall, subject to the terms of this Agreement, have the non-exclusive rights to use and benefit from the Recreation Lands together with the facilities, personal property and improvements located thereon and, therefore, shall be obligated to pay the recreation expenses as provided hereunder and to otherwise be subject to the terms and conditions hereof.

C. This Recreation Land Use Agreement shall be one of the documents for any fee simple, or other residential housing project upon any portion of the Complex and the Association has entered into this Agreement so as to acquire the possessory and use interests in the Recreation Lands for the enjoyment, recreation, and other use and benefit of all unit owners of each such project.

D. Because of the unique features of the development of the Complex and the continuing necessity to preserve the plan of development therefor, the Developer has set forth covenants as to the use of the Recreation Lands, which covenants shall run with the Recreation Lands - Part I, Recreation Lands - Part II and the Complex, which covenants are set forth in Paragraph 3 of this document.

E. The following provisions shall govern and control Developer's obligations to commence and complete construction of improvements upon the lands referred to as Recreation Lands - Part I, more particularly described on Exhibit "B" attached hereto. Developer shall have no obligation to build or have built any recreational facilities upon Recreation Lands - Part I, until or unless title to one hundred twenty-eight (128) Dwelling Units have been constructed by Developer upon the portions of THE VILLAGE OF LAKE PINE II COMPLEX and conveyed by Developer to purchasers thereof.

The Developer shall convey the Recreation Lands - Part I and Recreation Lands - Part II (subject to the provisions of paragraph 2F) to the Association, upon the first to occur of the following:

- (1) When the Developer has transferred title to the Lot upon which the last unsold Dwelling Unit contained within the Complex is located, or,
- (2) At the discretion of the Developer, on or before December 31, 1989, but no later than December 31, 1989.

F. The following provisions shall govern and control Developer's obligations to commence and complete construction of the lands referred to as Recreation Lands - Part II, more particularly described on Exhibit "C" attached hereto, and to submit such lands to the terms of this Agreement. Developer shall have no obligation to build or have build any recreational facilities whatsoever upon Recreation Lands - Part II (or submit such lands to the provisions of this Agreement) until or unless title to one hundred ninety-two (192) Dwelling Units have been constructed by Developer upon all portions or portions of THE VILLAGE OF LAKE PINE II COMPLEX, and conveyed by Developer to purchasers thereof. Upon completion of construction of the improvements for Recreation Lands Part - II, Developer shall convey same to the Association in accordance with the terms of paragraph 2E hereof.

G. The conveyance to the Association shall vest fee simple title to Recreation Lands - Part I and Recreation Lands - Part II (provided same become subject to the provisions hereof) in the Association free and clear of mortgages or liens subject to the covenants herein contained and to the continuing obligations created hereunder to pay the expenses of such Recreation Lands, and subject to the then existing conditions of title including the exceptions contained in the initial deed from the Developer to the various Dwelling Unit Owners. The Association shall not, subsequent to the receipt of conveyance of title as aforesaid, convey the Recreation Lands, nor shall the Association encumber, mortgage, pledge, hypothecate, or lease said Recreation Lands without the consent of the Developer. The Association shall pay all expenses in connection with the conveyance of the Recreation Lands including but not limited to attorneys fees, documentary stamps, recording changes, abstracting or title insurance.

3. COVENANTS AS TO USE.

The Developer and the Association hereby agree that the following uses, and no other, shall be made of the Recreation Lands - Part I and Recreation Lands - Part II (provided same is subjected to the terms hereof), to wit:

A. The Recreation Lands shall always be kept and maintained for recreational uses and shall not otherwise be used for residential, commercial, or industrial construction of any kind. The Association shall, without regard to the extent to which Developer completes the development of the Complex, have sole right

and authority to impose rules and regulations regulating the use and enjoyment of said lands and the maintenance of shrubbery, buildings, and other improvements located thereon from time to time in conformity with the foregoing purposes, and thereafter may modify, alter, amend, rescind and augment any such rules and regulations as permitted by the by-laws of the Association.

B. The Recreation Lands may be connected or joined together with or encroaching upon the Common Properties governed by the Association or the common elements of the condominiums in the Complex, if any, or the situation may be vice versa, as the case may be. In the event of the foregoing, same is deemed authorized and an easement appurtenant to the extent of any such encroachment shall exist so long as such encroachment shall exist. The Developer and the Association hereby grant to each other, their heirs, successors and assigns and all third party beneficiaries, including Dwelling Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Complex or Recreation Lands.

C. Non-exclusive easements shall exist for utility services in order to adequately serve the Recreation Lands and the Complex Lands and for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Recreation Lands and Complex Lands as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Recreation Lands and Complex Land as may from time to time be paved or unpaved and intended for such purposes. Such easements shall be for the use and benefit of the Dwelling Unit Owners and tenants of the Complex and their Institutional Mortgagees, the Developer, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Recreation Lands except to the extent that space may be specifically designated and assigned for such parking purposes. The utility services as referred to in this paragraph, include, but are not limited to, electric power, gas, water, heating, air conditioning, sprinkler systems and sewage and garbage disposal. It is specifically understood that the Developer has the right and authority to create non-exclusive easements over, through and across Recreation Lands and the Complex Lands in order to provide drainage, irrigation, sprinkler systems or other utility for the benefit of Dwelling Unit Owners and/or tenants or other land owners in the Complex.

D. The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements, and execute and deliver bills of sale, warranty deeds, or execute such other

documents as may be necessary, or do any or all of the foregoing in connection with the water, sewage or other utility distribution systems and facilities located on or under the Recreation Lands including but not limited to utility lines, pipes, water mains and manholes. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate city or county authorities with respect to the water, sewage or other utility distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

E. In the event that Developer is, pursuant to Paragraph 2.E. hereinabove, obligated to construct Recreation Lands - Part I, it is contemplated that Recreation Lands - Part I may contain a bathhouse with a sauna, a swimming pool together with pool deck, a barbeque facility under trellised pavillion, garden and picnic area and (as an appurtenance thereto) a dock area together with floating docks servicing boat slips. In the event that Developer is, in accordance with the provisions of Paragraph 2.F. hereinabove, obligated to construct and complete Recreation Lands - Part II and further, to submit same to the provisions of this Agreement, Developer contemplates that Recreation Lands - Part II may contain outdoor landscaping, two (2) indoor air conditioned raquetball courts, two (2) outdoor tennis courts and a volleyball/basketball half court.

F. Developer's general plan for development of the Recreation Lands is flexible and dynamic and thus, nothing contained in this Agreement shall obligate Developer to develop Recreation Lands - Part I or Recreation Lands - Part II in accordance with the general plan for development described hereinabove. Developer shall and does hereby reserve the absolute right in its sole discretion to develop Recreation Lands - Part I and Recreation Lands - Part II in such manner as it deems fit including, but not limited to, the modification, expansion, elimination, replacement, substitution, and/or alteration of any proposed improvements thereon as described hereinabove. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the Recreation Lands, then the matter shall be referred to the Developer for so long as it shall own all or any portion of the Complex. A determination rendered by the Developer shall be final and binding on all the parties concerned herewith.

G. The Recreation Lands are not for the use and enjoyment of the public.

4. RECREATIONAL EXPENSES.

The following constitute recreation expenses:

A. Taxes.

The Association covenants and agrees that it will pay, at least thirty (30) days prior to the date of delinquency, all and any taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges, and assessments and, in general, all taxes, tax liens, which may be assessed against the Recreation Lands and against any and all personal property which is now or hereinafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

B. Liability Insurance.

From and after the date of execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the Recreation Lands and of the improvements and buildings located thereon, or for any other risks insured against by such policies, each class of which policies shall have been written within limits of not less than One Hundred Thousand Dollars (\$100,000.00) for damages incurred or claimed by any one person and for not less than Three Hundred Thousand Dollars (\$300,000.00) for damages incurred by more than one person, and for not less than Twenty-Five Thousand Dollars (\$25,000.00) for property damage. All such policies will name the Association and the Developer as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered to the Association and the Developer. After conveyance to the Association of the Recreation Lands and termination of the Developer's interest therein, the Association may maintain such policies as determined by the Association.

C. Utility Charges.

The Association agrees and covenants to pay all charges levied for utilities on the Recreation Lands whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, and any other type of utility, or any other type of service charge.

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D. Fire, Windstorm and Other Casualty Insurance.

The Association hereby covenants and agrees to pay the cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the Recreation Lands, with good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, in an amount that would be sufficient to prevent co-insurance on the part of the parties provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said buildings or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in Broward County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. If such costs exceed the insurance proceeds available therefor by \$25,000.00 or less, the Association shall collect and pay into such account, in addition to the insurance proceeds, such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. Such excess cost shall be collected by the Association from Owners of Dwelling Units located upon portions of the Complex declared as the Properties, by levy of a Reconstruction Assessment in the manner as provided in the governing declaration of covenant provided, however, such Dwelling Units upon the Properties shall only be levied such percentage share of such excess expense as shall otherwise be borne by Association with respect to its payment obligation of expenses of the recreational lands in accordance with Paragraph 5 hereinbelow. The balance of the percentage share of such excess cost shall be collectible by the Association from the parties bearing such cost pursuant to Paragraph 5 hereinbelow and collection thereof shall be enforceable by lien in the manner that as provided for any other governing declarations, if any, or if there be none, by the filing of a lien to secure the payment thereof in the manner as provided for the filing of liens in the declaration of covenants governing the affairs of the Association. In the event of any damage to any building or improvement or the destruction therefor, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within one (1) year from the date proceeds sufficient for this purpose are made available to

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the Association. If the time of completion should be delayed beyond one (1) year by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Association or Association's contractor, then the time of completion beyond the said one (1) year period shall be extended for such reasonable time as may be required to effect completion of said construction. If the costs of repair and reconstruction of the damage exceed the insurance proceeds available therefor by over Twenty-Five Thousand (\$25,000.00) Dollars, then by written consent or vote of a majority of Owners of Dwelling Units, then such Owners shall determine whether (i) to rebuild and restore in substantially the same manner as the improvements existed prior to the damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Owners of Dwelling Units upon the Complex, (ii) to rebuild and restore in a way which is less expensive than replacing the destroyed improvements in substantially the same manner as they existed prior to being damaged, or (iii) to not rebuild and to retain available insurance proceeds. A decision not to rebuild or to rebuild in a manner which would result in a change in the improvements from the manner in which same existed prior to the casualty shall not be effective without the prior written approval of Developer for so long as Developer shall own all or any portion of the Complex.

E. Maintenance and Repair of Property.

The Association shall keep and maintain improvements which may be at any time situated on the Recreation Lands and all appurtenances thereunto belonging or appertaining and keep same in good and substantial repair and in a clean and sanitary condition, and the Association shall keep and maintain said premises and improvements thereon in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof. The Association shall protect, indemnify and forever save and keep harmless Developer from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations herein contained or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches, and appurtenances adjoining the same or caused by the Association, or any person or persons occupying, holding, or claiming by, through, or under the Association. In the event that city or county municipal authorities undertake to maintain and operate the water and sewage distribution system and facilities, including, but not limited to, utility lines, pipes, water mains, and manholes, then the Association shall cease maintaining and operating same.

F. Certain Expenses

In addition to the foregoing, the Association shall hire such employees and purchase such equipment and materials as may be needed to provide for management and supervision of the Recreation Lands. The recreation expenses shall include sums to pay for such labor, equipment, materials and employees.

5. APPORTIONMENT AND COLLECTION OF RECREATION EXPENSES.

A. Apportionment.

Developer contemplates the development of the Complex in four phases all as more particularly depicted in the Site Plan Complex Phase Boundaries, Exhibit "D" hereto, said phases being marked as Phases 4, 5, 6 and 7. Developer expects, but shall not be obligated to construct, sixty four (64) Dwelling Units upon each of such phases. Accordingly, expenses of the Recreation Lands shall be paid and apportioned in the following manner:

Association 25% and Developer 75% for so long as the portion of the Complex declared as the Properties consist solely of the portion thereof depicted on Exhibit "D" hereto as Phase 4. Such maintenance and repair shall be performed with the least possible disturbance to the Complex and the contemplated improvements thereon, and with the least possible effect upon the beneficial enjoyment by the owners and occupants of Dwelling Units constructed upon portions of the Complex declared as Properties.

In the event Developer or any other party develops Dwelling Units and improvements upon the portion of the Complex depicted in Exhibit "D" as Phase 5 and same is declared as additional Properties with its operation and management administered by Association, then the payment expenses of the Recreation Lands will be shared 50% by Association and 50% by Developer.

In the event Developer or any other party develops a separate and distinct type of residential housing with its own separate and distinct association upon Phase 5 land, or develops any other improvement thereon for which a certificate of occupancy by proper governmental authority is issued, then this Agreement shall be modified to provide that the obligation for payment of the expenses of the Recreation Lands will be shared 25% by Association, 50% by Developer and 25% by the association or other entity administering the operation of said separate residential housing project.

In the event Developer or any other party develops Dwelling Units and improvements upon the portion of the Complex depicted in Exhibit "D" as Phase 6 and same is declared as additional Properties with its operation and management administered by Association, then the obligation for payment of the expenses of the Recreation Lands will be shared 75% by Association and 25% by Developer, provided that Phase 5 Recreation Lands expenses are being paid by Association.

In the event Developer or any other party develops a separate and distinct type of residential housing with its own separate and distinct association upon Phase 6 land, or develops any other improvement thereon for which a certificate of occupancy by proper governmental authority is issued, then this Agreement shall be modified to provide that the obligation for payment of the expenses of the Recreation Lands will be shared 50% by Association, 25% by Developer and 25% by the association or other entity administering the operation of said separate residential housing project, provided that Phase 5 Recreation Lands expenses are being paid by the Association.

In the event Developer or any other party develops Dwelling Units and improvements upon the portion of the Complex depicted in Exhibit "D" as Phase 7 and same is declared as additional Properties with its operation and management administered by Association, then the obligation for payment of the expenses of the Recreation Lands will be shared 100% by Association, provided that Phase 5 Recreation Lands and Phase 6 Recreation Lands expenses are being paid by the Association.

In the event Developer or any other party develops a separate and distinct type of residential housing with its own separate and distinct association upon Phase 7 land, or develops any other improvement thereon for which a certificate of occupancy by proper governmental authority is issued, then this Agreement shall be modified to provide that the obligation for payment of the expenses of the Recreation Lands will be shared 75% by Association and 25% by the association or other entity administering the operation of said separate residential housing project, provided that Phase 5 Recreation Lands and Phase 6 Recreation Lands expenses are being paid by the Association.

It is the intention of the parties hereto that the Association shall act as the collection agent for the expenses and the disbursements of the Recreation Lands in accordance with this Agreement. It shall be the obligation and responsibility of the Association to administer the rules and regulations and the maintenance, repair and purchasing of materials for the Recreation Lands notwithstanding that it may or may not be the Association for all residential housing projects within the Complex. In the event that a condominium or other fee simple residential project is declared upon all or a portion of the Complex other than lands declared by Developer as the Properties, then Associations governing the affairs of such project or projects shall declare that any expenses to be paid hereunder will be deemed a common expenses of such projects which expenses shall be borne by the Dwelling Unit Owners of that such projects as an apportionment of their monthly maintenance assessments.

It is intended hereby that the percentage of expense sharing hereunder be in proportion to the ratio of the number of Dwelling Units in each separate project over the total number of Dwelling Units constructed upon the Complex. In the event that the foregoing formulas of expense apportionment shall materially vary from such ration, then the Association through its board of directors, shall by written amendment hereto, restructure such expense apportionment to reflect the ratio of sharing intended hereby. Any such amendment to be effective, need only be executed by the Association, provided, however, that for so long as Developer shall own all or any portion of the Complex, its joinder and consent thereto shall be a condition to the effectiveness thereof.

B. Payment and Collection by Association of Common Expenses.

Each declaration governing Dwelling Units in the Complex shall provide that the "recreation expenses" are common expenses. Accordingly, the Association shall assess and collect from such other Associations, if any, the recreation expenses due hereunder to the same extent as all of the common expenses of each project in the Complex are collected by their respective governing authorities.

In the event, for any reason, the Association shall fail to collect and pay over the recreation expenses due hereunder while the Developer is the owner of the Recreation Lands hereunder, then the Developer shall have the right but not the obligation to collect said expenses from the Association and/or the individual Dwelling Unit Owners in the Complex who shall be jointly and severally liable for payment of said expenses in accordance with the following:

- (1) Actions at Law or Equity. The Developer may file an action at law or in equity to collect the sums due hereunder from the Association and/or the Dwelling Unit Owners or to otherwise enforce the terms and provisions hereof. In any such action the prevailing side shall be entitled to attorneys' fees and costs.
- (2) Lien. In order to secure performance of the payment of the recreational expenses the Developer shall have a lien upon each Dwelling Unit Owners, including all appurtenances and fixtures thereto, located within the Complex for the payment of all sums due hereunder which lien shall also secure attorney's fees and costs of collection. This lien shall not be effective until the recordation of a claim or affidavit of

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PAGE 553

lien executed by the Developer pursuant to the terms hereof in the Public Records of Broward County, Florida, which describes the property against which said lien is claimed, the name of the record owner thereof, the amount and date when due. Said lien shall at all time be subordinate and inferior to the lien of any institutional mortgage filed prior to the recordation of Developer's lien as provided hereunder.

In the event an institutional mortgagee obtains title to a Dwelling Unit in the Complex as a result of the foreclosure of its mortgage, or by voluntary conveyance in lieu of said foreclosure, then such institutional mortgagee, as such acquiror of title, its successors and assigns, shall not be liable for any delinquent expenses or charges under this Agreement or pertaining to such Dwelling Unit or chargeable to the former owner of such Dwelling Unit which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Rather, such institutional mortgagee, as such acquiror, and its successors and assigns, shall be liable for its share of expenses attributable to such Dwelling Unit from the date of acquiring same.

After the Developer conveys title to the Recreation Lands to the Association or, in the event the Developer does not exercise its rights above, then the Association shall have the right and authority to institute the foregoing actions against Dwelling Unit Owners in the Complex or any other party in the Complex who has failed to pay the required expenses as provided under this Agreement.

6. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

The Association covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, lake requirements, setback requirements and other similar requirements designed to protect the public and which affect the Recreation Lands.

7. LAWFUL USE OF PREMISES.

The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Broward County, Florida, State of Florida, and The United States of America, and all public authorities with respect to the Recreation Lands or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business, or occupation.

8. GENERAL PROVISIONS.

A. The term of this Agreement shall be deemed to be perpetual. The covenants and restrictions contained herein shall run with and bind all of the real property described in Exhibit "A" hereto and shall inure to the benefit of the Developer, the Association and the owner of any property subject to this document and their legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for successive fifteen (15) year periods unless an instrument signed by all the persons or entities then owning two thirds (2/3) of all the Dwelling Units subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. The right to modify these regulations and covenants and the terms of this Agreement is hereby reserved to the parties signatory hereto (unless expressly provided otherwise herein) provided that any such modification shall be set forth in an instrument executed by these parties and placed among the Public Records of Broward County, Florida. This right of modification is subject to the following, namely, that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection of recreation expenses in a manner that would be disproportionate to any owner of a Dwelling Unit.

C. Invalidation of any one of the provisions, agreements, covenants or undertakings herein contained by judgment, or order of any court shall not affect any other provisions of this Agreement which shall remain in full force and effect. Notwithstanding anything to the contrary contained herein, any amendment, change or modification to this Agreement which would affect the surface water management system shall, if necessary, have the prior approval of the South Central Florida Water Management District.

D. Subject to any limitations contained herein, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereunder.

E. Any obligation of the Developer hereunder shall terminate upon the conveyance of the Recreation Lands to the Association as provided hereunder.

IN WITNESS WHEREOF, this Recreational Land Use Agreement has been signed by the Developer and the Association this 26 day of July, 1984.

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Witnesses:

LAKE PINE VILLAGE, LTD., a Florida limited partnership

BY: LAKE PINE VILLAGE, INC., a Florida corporation

Massie Dossay
Mary Lynne Boudick

By: Stephen Leon, President

Attest: Michael Weitzman Secretary

(SEAL)

THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation

Massie Dossay
Mary Lynne Boudick

By: Steve Spire President

Attest: Madriane Secretary

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me STEPHEN LEON, and MICHAEL WEITZMAN President and Secretary, respectively, of LAKE PINE VILLAGE, INC., a Florida corporation and general partner of LAKE PINE VILLAGE, LTD., a Florida limited partnership, to me known to be the persons who signed the foregoing instrument, as such officers and on behalf of such partnership, and they acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said partnership.

WITNESS my hand and official seal at DAVIE, BROWARD County, Florida, this 26 day of July, 1984.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 3 1986
BONDED THRU GENERAL INSURANCE UND

Mary Lynne Boudick
Notary Public, State of Florida at Large

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me STEVE SPERSET and HERNANDO RODRIGUEZ, President and Secretary, respectively, of THE VILLAGE AT LAKE PINE II HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, to me known to be the persons who signed the foregoing instrument, as such officers and on behalf of such corporation, and they acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at DAVIE, BROWARD County, Florida, this 26 day of July, 1984.

My Commission Expires:

Mary-hyane Gorelick
Notary Public State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 3 1986
BONDED THRU GENERAL INSURANCE UND

BML/alc/0706N
10/16/83

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EXHIBIT A
TO
RECREATIONAL LAND USE AGREEMENT

LEGAL DESCRIPTION
FOR THE VILLAGE AT LAKE PINE II COMPLEX LANDS

OFF 11889 PAGE 558

DESCRIPTION: THE VILLAGE AT LAKE PINE II

Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida. Said lands situate, lying and being in Broward County, Florida. Containing 46.296 acres, more or less.

Subject to all easements, reservations, and rights-of-way of record.

EXHIBIT B
TO
RECREATIONAL LAND USE AGREEMENT

LEGAL DESCRIPTION AND SITE PLAN
FOR RECREATION LANDS - PART I

OFF
REC 11889 PAGE 560

DESCRIPTION: RECREATION LANDS PART I

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel "A"; thence North $89^{\circ}48'49''$ East along the North line of said Parcel "A", a distance of 736.74 feet to a point; thence South $00^{\circ}11'11''$ East, a distance of 130.17 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}48'49''$ East, a distance of 77.62 feet to a point of curvature of a circular curve to the right; thence Easterly and Southeasterly along the arc of said curve, having a radius of 226.00 feet, an arc distance of 250.06 feet to a point; thence South $63^{\circ}12'34''$ West, a distance of 34.67 feet; thence South $77^{\circ}32'00''$ West, a distance of 50.48 feet; thence South $56^{\circ}59'05''$ West, a distance of 42.00 feet to a point on the arc of a circular curve to the left whose radius point bears South $56^{\circ}59'05''$ West from the last described point; thence Northwesterly and Westerly along the arc of said curve, having a radius of 115.00 feet, an arc distance of 114.75 feet to the Point of Tangency; thence South $89^{\circ}48'49''$ West, a distance of 67.44 feet; thence North $00^{\circ}11'11''$ West, a distance of 121.17 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida. Containing 0.717 acres, more or less.

Subject to all easements, reservations and rights-of-way of record.

WEW/slc
Job No. 79-0117
9/26/83

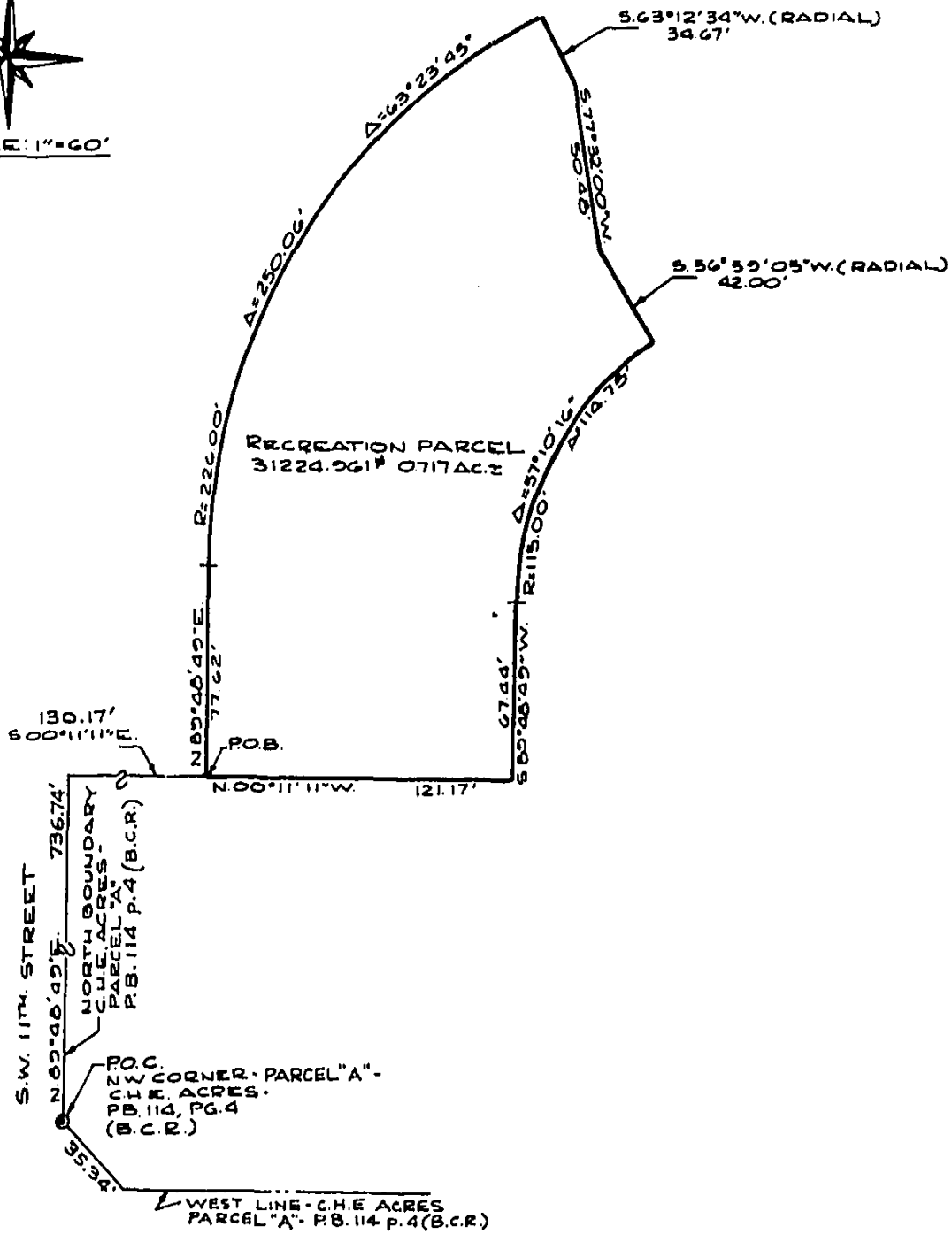
OFF
REC 1 1889 PAGE 561

SKETCH and DESCRIPTION

RECREATION LANDS PART I



SCALE: 1"=60'



THE LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE UNDERSIGNED, FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.

THIS DRAWING IS THE PROPERTY OF DARBY and WAY, INC. AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION.

SHEET 1 OF 2

JOB NO. 75.0117

Darby and Way, Inc.

PROFESSIONAL SURVEYING AND ENGINEERING

6300 N.E. 1st AV. FT. LAUDERDALE, FLORIDA 33334
305-771-0081

SCALE	REVISIONS	DATE	BY	CHK'D	DATE
1"=60'					
DATE		2-16-83			
BY		D.C.O.			
CHECK					
FIELD BOOK					
PAGE					

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EXHIBIT C
TO
RECREATIONAL LAND USE AGREEMENT

LEGAL DESCRIPTION AND SITE PLAN
FOR RECREATION LANDS - PART II

REF 1 1889 PAGE 563

DESCRIPTION: RECREATION LANDS PART II

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "A"; thence South $89^{\circ}48'49''$ West along the South line of said Parcel "A", a distance of 1179.25 feet to the POINT OF BEGINNING of this description; thence continue South $89^{\circ}48'49''$ West along the last described course, a distance of 56.52 feet; thence North $45^{\circ}09'56''$ West, a distance of 35.37 feet; thence North $00^{\circ}08'33''$ West, a distance of 342.66 feet; the last two described courses being further described as being on the Westerly and Southerly boundaries of said Parcel "A"; thence North $89^{\circ}51'29''$ East, a distance of 106.17 feet; thence South $00^{\circ}08'31''$ East, a distance of 11.23 feet to a point of curvature of a circular curve to the left; thence Southeasterly along the arc of said curve, having a radius of 250.00 feet, an arc distance of 190.99 feet to a point; thence South $46^{\circ}05'10''$ West, a distance of 20.00 feet to a point on the arc of a circular curve to the left whose radius point bears North $46^{\circ}05'10''$ East from the last described point; thence Southeasterly along the arc of said curve, having a radius of 270.00 feet, an arc distance of 19.44 feet to a point; thence South $30^{\circ}48'49''$ West, a distance of 181.98 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida. Containing 1.0934 acres, more or less.

Subject to all easements, reservations, and rights-of-way of record.

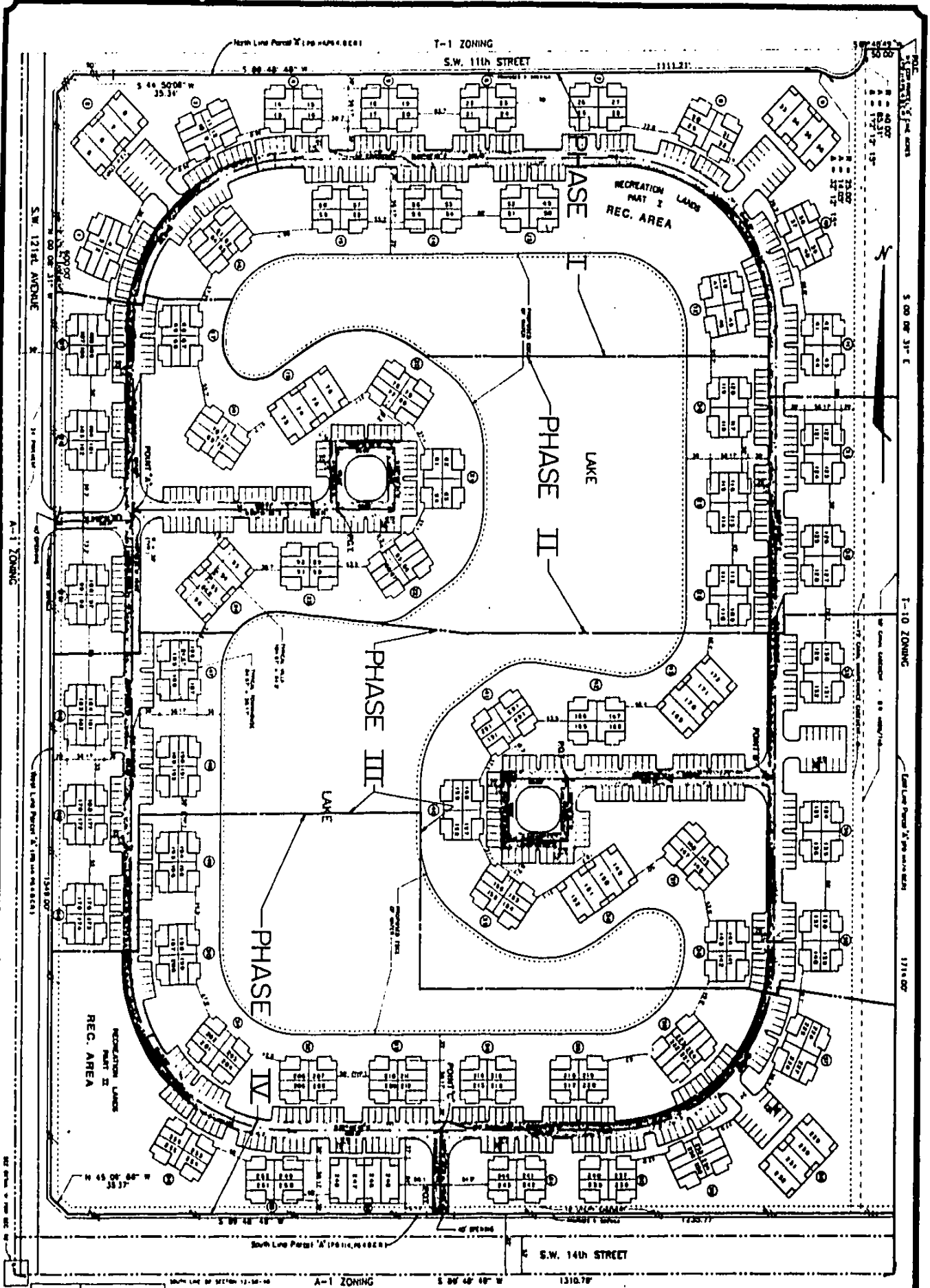
WEW/slc
Job No. 79-0117
10/12/83

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REC 11889 PAGE 564

EXHIBIT D
TO
RECREATIONAL LAND USE AGREEMENT

SITE PLAN FOR COMPLEX PHASE BOUNDARIES

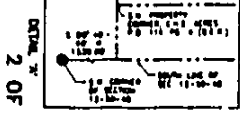
OFF 11889 PAGE 566



5 00 00' 31" E
 T-10 ZONING
 1116.00'

OFF 11889 PAGE 567

NOTES
 1. SHOWS NON-VEHICULAR ACCESS
 DIMENSIONS SHOWN HEREIN ARE RELATIVE TO THE PLAT OF CASE NO. PD 14, PG 4 BCR



<p>SITE PLAN FOR ACCESS ROAD & COMPLEX PHASE BOUNDARIES</p>	<p><i>Darby and Way, Inc.</i> PROFESSIONAL SURVEYING AND ENGINEERING 5300 Northshore Lane, Boca Raton, Florida 33433 (407) 991-0011</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">DATE</td> <td>1" = 50'</td> </tr> <tr> <td style="font-size: small;">DATE</td> <td>8/31/83</td> </tr> <tr> <td style="font-size: small;">BY</td> <td>B.P. / J.B.S.</td> </tr> <tr> <td style="font-size: small;">CHECKED</td> <td></td> </tr> <tr> <td style="font-size: small;">TITLE</td> <td></td> </tr> <tr> <td style="font-size: small;">DRAWN</td> <td></td> </tr> <tr> <td style="font-size: small;">SCALE</td> <td></td> </tr> </table>	DATE	1" = 50'	DATE	8/31/83	BY	B.P. / J.B.S.	CHECKED		TITLE		DRAWN		SCALE	
DATE	1" = 50'															
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SCALE																

2 OF 2
 79-0117

EXHIBIT "J"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THE VILLAGE AT LAKE PINE II
ACCESS ROAD, EASEMENT AND MAINTENANCE AGREEMENT

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ACCESS ROAD, EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 26th day of July, 1984, by and between LAKE PINE VILLAGE, LTD., a Florida limited partnership, (hereinafter referred to as "DECLARANT"), and THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation (hereinafter referred to as "ASSOCIATION").

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of the fee simple title to the property described in Exhibit "A" hereto (the "Complex Lands") and is developing upon all or a portion thereof a fee simple, townhome and villa community known as THE VILLAGE AT LAKE PINE II (the "Project"); and

WHEREAS, DECLARANT plans to develop, but shall not be obligated to develop, the Complex Lands, it being understood that DECLARANT shall only be obligated to develop such portions of the Complex Lands as are declared to be the Properties; and

WHEREAS, the Properties to be declared as such by DECLARANT are presently contemplated to contain privately owned dwelling units and, in addition, Common Properties expressly declared as such and developed for the benefit of owners of dwelling units upon the portions of Complex Lands declared as Properties; and

WHEREAS, ASSOCIATION has been formed to administer the operation and management of the Common Properties declared as such by DECLARANT; and

WHEREAS, DECLARANT may develop, but shall not be obligated to develop, the Complex Land in four phases all as depicted on the site plan attached as Exhibit "B" hereto; and

WHEREAS, there is to be or has been constructed about the Complex Lands a private road system (the "Access Road") which is expected to be located upon the portion of the Complex Lands legally described in Exhibit "C" hereto and depicted on Exhibit "B" hereto; and

WHEREAS, it is intended that the Access Road as presently depicted or subsequently relocated shall be completed by DECLARANT or its successors in interest so as to enable owners and/or occupants of all dwelling units upon the Complex Lands access about the developed portions thereof and, in particular, rights of ingress and egress to and from the public roads abutting or adjacent to the southerly and westerly borders of the said Complex Lands; and

WHEREAS, DECLARANT desires to grant to the ASSOCIATION and to its successors in interest, in whole or part, including owners, mortgagees, dwelling unit owners, tenants, residents, occupants, guests and invitees of the portions of the Complex Lands designated

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and declared as the Properties and, further, to its successors in interest, in whole or part, including owners, mortgagees, dwelling unit owners, tenants, residents, occupants, guests and invitees of the balance of the Complex Lands not then declared as Properties by DECLARANT but depicted as Phases 4 through 7 (or portions thereof) on Exhibit "B" hereto (or any portions thereof) and, further, to owners, mortgagees, unit owners, tenants, residents, occupants, guests and invitees of all portions of the Complex Lands the non-exclusive rights of use, benefit and enjoyment, together with non-exclusive easements for ingress and egress across and over Access Road described in Exhibit "C"; and

WHEREAS, the parties hereto desire to make provision for the construction, upkeep, maintenance, relocation and repair of the Access Road;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for Ten Dollars (\$10.00) and other good and valuable considerations, it is mutually agreed as follows:

1. GRANT OF EASEMENTS. DECLARANT hereby grants to the ASSOCIATION and to its successors in interest, in whole or part, and to owners, all mortgagees, unit owners, tenants, residents, occupants, guests and invitees of the portions of the Complex Lands declared and designated as the Properties and, further, to its successors in interest, in whole or part, and to owners, mortgagees, unit owners, tenants, residents, occupants, guests and invitees of the balance of the Complex Lands not then declared as Properties by DECLARANT but depicted as Phases 4 through 7 (or portions thereof) on Exhibit "B" hereto (or any portion thereof) and, further, to owners, mortgagees, unit owners, tenants, residents, occupants, guests and invitees of all portions of the Complex Lands the non-exclusive right of use, benefit and enjoyment, together with non-exclusive easements for pedestrian and vehicular ingress and egress over and across Access Road legally described in Exhibit "C" hereto, or as same may subsequently be relocated in accordance with the provisions of paragraph 3 hereof. The aforesaid easements for ingress and egress over and across the portions or all of lands described in Exhibit "C" and improved and paved for such purposes shall be and are hereby available to and for the benefit of the aforescribed owners, mortgagees, unit owners, tenants, residents, occupants, guests and invitees of the balance of the Complex Lands not then declared as Properties by DECLARANT but depicted as Phases 4 through 7 (or portions thereof) on Exhibit "B" hereto without regard to the state of the improvements to such lands and regardless of whether such lands (or any portion thereof) contain condominium or townhome or villa units, rental units, any other improvements or no improvements.

2. TERM OF EASEMENTS. The term of the easements granted in paragraph 1 hereinabove is perpetual.

3. RELOCATION OF ACCESS ROAD. It is understood that the plan for development of the balance of the Complex Lands not designated and declared by DECLARANT as the Properties serving the Project is flexible and dynamic. In recognition of the foregoing, it is acknowledged that the DECLARANT or any other owner or owners of the balance of Complex Lands (or portions thereof) not designated and declared as the Properties serving the Project may obtain site plan approval for the development thereof in a manner different than that as presently contemplated by DECLARANT. In recognition of the foregoing, it is acknowledged that the Access Road may be relocated provided always, however, that said Access Road shall, after such relocation, nevertheless connect with the end points of such portion of such Access Road as have been completed by Declarant upon and/or serving the portions of the Complex Lands which have been declared and designated as the Properties serving the Project. For such relocation to be effective, an amendment hereto, setting forth the new legal description of the relocated portion of the Access Road not upon the Properties and revised site plan depicting the same shall be set forth in written and recordable form, executed only by DECLARANT and the owner or owners of the portion of the Complex Lands not designated and declared as the Properties serving the Project. No such relocation shall be effective or permissible unless such relocation shall permit ingress and egress from the Properties to and from the public roadways abutting the southerly and westerly boundaries of the Complex Lands.

4. CONSTRUCTION, MAINTENANCE AND REPAIR. DECLARANT, at its sole cost and expense, shall have the duty and obligation to construct the portions of the Access Road located upon the portions of the Complex Lands declared as Properties serving the Project or otherwise necessary to provide access to the public roadways abutting the westerly border of the Complex Lands. Thereafter, all upkeep, maintenance and repair of the Access Road shall be performed by ASSOCIATION, and the expenses of such upkeep, maintenance and repair, including, but not limited to, real property taxes and insurance shall be borne by the parties in the following percentages: ASSOCIATION 25% and DECLARANT 75% for so long as the portion of the Complex Lands declared as the Properties consist solely of the portion thereof depicted on Exhibit "B" hereto as Phase 4. Such construction, maintenance and repair shall be performed with the least possible disturbance to the Complex Lands and the contemplated improvements thereon, and with the least possible effect upon the beneficial enjoyment by the owners and occupants of dwelling units constructed upon portions of the Complex Lands declared as Properties of the Project.

In the event DECLARANT or any other party develops dwelling units and improvements upon the portion of the Complex Lands depicted in Exhibit "B" as Phase 5 and same is declared as

additional Properties of the Project with its operation and management administered by ASSOCIATION, then the payment of the costs of upkeep and repair of the Access Road will be shared 50% by ASSOCIATION and 50% by DECLARANT.

In the event DECLARANT or any other party develops a separate and distinct type of residential housing with its own separate and distinct association upon Phase 5 land, or develops any other improvement thereon for which a certificate of occupancy by proper governmental authority is issued, then this agreement shall be modified to provide that the obligation for payment of the cost and expenses of upkeep, maintenance and repair of the Access Road will be shared 25% by ASSOCIATION, 50% by DECLARANT and 25% by the association or other entity administering the operation of said separate residential housing project.

In the event DECLARANT or any other party develops dwelling units and improvements upon the portion of the Complex Lands depicted in Exhibit "B" as Phase 6 and same is declared as additional Properties of the Project with its operation and management administered by ASSOCIATION, then the obligation for payment of the costs and expenses of maintenance, upkeep and repair of the Access Road will be shared 75% by ASSOCIATION and 25% by DECLARANT, provided that Phase 5 Access Road expenses are being paid by ASSOCIATION.

In the event DECLARANT or any other party develops a separate and distinct type of residential housing with its own separate and distinct association upon Phase 6 land, or develops any other improvement thereon for which a certificate of occupancy by proper governmental authority is issued, then this Agreement shall be modified to provide that the obligation for payment of the costs and expenses of upkeep, maintenance and repair of the Access Road will be shared 50% by ASSOCIATION, 25% by DECLARANT and 25% by the association or other entity administering the operation of said separate residential housing project, provided that Phase 5 Access Road expenses are being paid by the ASSOCIATION.

In the event DECLARANT or any other party develops dwelling units and improvements upon the portion of the Complex Lands depicted in Exhibit "B" as Phase 7 and same is declared as additional Properties of the Project with its operation and management administered by ASSOCIATION, then the obligation for payment of the costs and expenses of maintenance, upkeep and repair of the Access Road will be shared 100% by ASSOCIATION, provided that Phase 5 Access Road and Phase 6 Access Road expenses are being paid by the ASSOCIATION.

In the event DECLARANT or any other party develops a separate and distinct type of residential housing with its own separate and distinct association upon Phase 7 land, or develops any other improvement thereon for which a certificate of occupancy by

proper governmental authority is issued, then this Agreement shall be modified to provide that the obligation for payment of the costs and expenses of upkeep, maintenance and repair of the Access Road will be shared 75% by ASSOCIATION and 25% by the association or other entity administering the operation of said separate residential housing project, provided that Phase 5 Access Road and Phase 6 Access Road expenses are being paid by the ASSOCIATION.

5. LIABILITY INSURANCE. The ASSOCIATION shall obtain and maintain comprehensive public liability insurance for the Access Road in which DECLARANT and ASSOCIATION shall be insured as their interests may appear and promptly provide evidence thereof to DECLARANT. Such coverage shall insure against claims for bodily injury, sickness or disease, including death at any time resulting therefrom, and for injury to or destruction of property, including the loss of use thereof, arising out of ownership, maintenance and/or use of the Access Road in which the limits of liability shall be not less than Twenty-Five Thousand Dollars (\$25,000.00) as to liability to one individual and Five Hundred Thousand Dollars (\$500,000.00) as to liability to more than one individual.

DECLARANT shall have the right, by notice in writing delivered to ASSOCIATION, to demand proof of said liability insurance coverage. Should ASSOCIATION fail, within thirty (30) days after receipt of such written notification, to furnish DECLARANT with satisfactory proof of said liability insurance coverage, then DECLARANT shall have the right to obtain said liability insurance coverage. In such event, ASSOCIATION shall reimburse DECLARANT for all premiums paid, together with interest thereon at the rate of 18% per annum on any funds so expended.

6. NO OBLIGATION TO CONSTRUCT. No term, condition or provision contained within this Agreement shall be interpreted or construed as imposing upon DECLARANT any obligation or duty, in any manner whatsoever, to develop dwelling units or other improvements upon the portions of the Complex Lands not expressly declared by it to be Properties for the Project.

7. TERMINATION OF ASSOCIATION. A voluntary or involuntary termination of ASSOCIATION shall not terminate this Agreement or the easements granted hereunder. Upon any such termination of the ASSOCIATION, all of the dwelling unit owners of the Project, as unit owners or as tenants in common, or otherwise, shall automatically and by operation of this Agreement, jointly and severally, collectively constitute the ASSOCIATION hereunder and shall jointly and severally be obligated to perform each and every of the covenants, promises and undertakings of ASSOCIATION hereunder.

8. USE OF ACCESS ROAD. DECLARANT shall have the right at any time, without the obligation to do so, to execute a deed of conveyance transferring title to the Access Road (or portions thereof) to the ASSOCIATION, and the ASSOCIATION shall be required

to accept title thereto. In the event of said conveyance said deed may be a quit claim deed and any costs and expenses in connection therewith including but not limited to documentary stamps, recording costs, abstracting or title insurance shall be paid for by the ASSOCIATION. In the event DECLARANT conveys the Access Road to ASSOCIATION, then such conveyance shall be subject to and restricted so that the Access Road shall always be used for purposes as expressed in this Agreement, and for pedestrian and vehicular ingress and egress over and across the Access Road for the benefit of all parties stated in this Agreement. The ASSOCIATION shall upon the request of the DECLARANT execute a non-exclusive easement to the DECLARANT for the Access Road so that the DECLARANT and all parties hereunder will have the non-exclusive right to use, benefit and enjoyment together with non-exclusive right of and easement for pedestrian and vehicular ingress and egress over and across the Access Road.

9. NAME OF ROAD. During the period of time in which DECLARANT remains fee simple title owner of the Access Road, DECLARANT shall have the right to name or re-name such road, regardless of the extent by which DECLARANT is obligated to make payment of expenses and costs in connection therewith.

10. BINDING EFFECT. This Agreement shall constitute a covenant running with the land described in Exhibit "A" hereto and shall be at all times binding upon the parties hereto, dwelling unit owners of the Project, owners, mortgagees, unit owners, tenants, guests and invitees of the Complex Lands or any portion thereof and, in addition, the grantees, successors and assigns of all of the foregoing persons or entities. In the event that the easements granted in this Agreement fail for want of a grantee in being or otherwise, then said easements, together with the other terms and provisions of this Agreement, shall likewise constitute covenants running with the land, to be effective for a term of thirty (30) years from the date hereof, said provisions to be automatically renewed for successive ten (10) year periods thereafter, unless terminated by a writing between the parties hereto duly recorded amongst the public records of Broward County, Florida.

11. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified, in whole or in part, by written instrument in recordable form, executed by DECLARANT and ASSOCIATION. Any such amendment or modification shall not, as a condition precedent, require the prior approval or consent by owners of dwelling units upon the Properties or members of the ASSOCIATION. With respect to amendments relating to the apportionment of expenses as set forth in Paragraph 4 of this Agreement, it is intended by the parties hereto that the percentage of expense sharing hereunder be in proportion to the ratio of the number Dwelling Units in each separate and distinct projects upon the Complex Lands over the total number of Dwelling

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Units constructed upon the Complex Lands. In the event that the foregoing formulas of expense apportionment shall materially vary from the ratio obtained by the actual construction upon the Complex Lands, then the ASSOCIATION, through its board of directors, shall by written amendment hereto, restructure such expense apportionment to more fairly reflect the ratio of sharing as intended hereby. Any such amendment, to be effective, need only be executed by the ASSOCIATION, provided, however, that for so long as DECLARANT shall own all or any portion of the Complex Lands, its joinder and consent thereto shall be a condition to the effectiveness thereof. The provisions of paragraph 3 hereof shall be paramount to the foregoing and shall govern and control the method of amendment of this Agreement with respect to the matters set forth therein.

12. ATTORNEY'S FEES. In the event any party hereto brings an action at law or in equity against any other party hereto by reason of any matter arising out of this Agreement, then, and in such event, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney's fees and appellate attorney's fees and court costs, as the same may be determined by the court having jurisdiction of the matter.

13. WAIVER OF STRICT PERFORMANCE. It is understood that any party may waive the strict performance of any covenant or representation made herein. However, any waiver made by any party hereto must be duly made in writing in order to be considered a waiver, and the waiver of one covenant or representation shall not be considered a waiver of any other covenant or representation unless specifically stated in writing as aforementioned.

14. INVALIDITY. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Agreement, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

15. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. Provisions of this Agreement shall be liberally construed to effectuate its purposes.

16. CAPTIONS. Captions used in this Agreement are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of the text of this agreement.

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

Witnesses:

LAKE PINE VILLAGE, LTD., a Florida limited partnership

BY: LAKE PINE VILLAGE, INC., a Florida corporation

BY: Stephen Leon President

(SEAL)

Mary Lynne Borelick

THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation

By: Esteban Lopez President

Attest: Rodriguez Secretary

Mary Lynne Borelick

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day personally appeared before me STEPHEN LEON, President of LAKE PINE VILLAGE, INC., a Florida corporation and general partner of LAKE PINE VILLAGE, LTD., a Florida limited partnership, to me known to be the person who signed the foregoing instrument on behalf of such partnership, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at DAVIE BROWARD County, Florida, this 26 day of July, 1984.

Mary Lynne Borelick
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 3 1984
BONDED THRU GENERAL INSURANCE UND

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STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared STEVE SPERSET and ARMANDO RODRIGUEZ, well known to me to be the president and secretary, respectively of THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the foregoing Agreement in the presence of two subscribing witnesses, freely and voluntarily, under the authority vested in them by THE VILLAGE AT LAKE PINE II HOMEOWNERS' ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal.

WITNESS my hand and official seal in the county and state last aforesaid, this 26 day of July, 1989.

Mary Lynne Gullet
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 3 1986
BONDED THRU GENERAL INSURANCE UND

BML/alc/0705N
10/07/83

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EXHIBIT A
TO
ACCESS ROAD, EASEMENT AND MAINTENANCE AGREEMENT

LEGAL DESCRIPTION FOR COMPLEX LANDS

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0800N

DESCRIPTION: THE VILLAGE AT LAKE PINE II

Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida. Said lands situate, lying and being in Broward County, Florida. Containing 46.296 acres, more or less.

Subject to all easements, reservations, and rights-of-way of record.

EXHIBIT B
TO
ACCESS ROAD, EASEMENT AND MAINTENANCE AGREEMENT

SITE PLAN FOR COMPLEX LANDS' PHASES AND ACCESS ROAD

OFF 11889 PAGE 580

EXHIBIT C
TO
ACCESS ROAD, EASEMENT AND MAINTENANCE AGREEMENT

LEGAL DESCRIPTION FOR ACCESS ROAD

DEF 11889 PAGE 582

DESCRIPTION: ACCESS ROAD

A portion of Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida, lying 12.00 feet each side of the following described centerline:

COMMENCING at the Southeast corner of said Parcel "A"; thence South $89^{\circ}48'49''$ West along the South line of said Parcel "A", a distance of 1235.77 feet; thence North $45^{\circ}09'56''$ West, a distance of 35.37 feet; thence North $00^{\circ}08'33''$ West along the West line of said Parcel "A", a distance of 949.00 feet to the POINT OF BEGINNING of this description; thence North $89^{\circ}51'29''$ East, a distance of 118.17 feet; thence North $00^{\circ}08'31''$ West, a distance of 15.02 feet to a point hereinafter described as Point "A"; thence continue North $00^{\circ}08'31''$ West, a distance of 254.06 feet to a point of curvature of a circular curve to the right; thence Northerly, Northeasterly, and Easterly along the arc of said curve, having a radius of 238.00 feet, an arc distance of 373.64 feet to the Point of Tangency; thence North $89^{\circ}48'49''$ East, a distance of 483.45 feet to a point of curvature of a circular curve to the right; thence Easterly, Southeasterly, and Southerly along the arc of said curve, having a radius of 238.00 feet, an arc distance of 374.03 feet; thence South $00^{\circ}08'31''$ East, a distance of 632.54 feet to a point hereinafter described as Point "B"; thence continue South $00^{\circ}08'31''$ East, a distance of 254.12 feet to a point of curvature of a circular curve to the right; thence Southwesterly and Westerly along the arc of said curve, having a radius of 238.00 feet, an arc distance of 373.66 feet to the Point of Tangency; thence South $89^{\circ}48'49''$ West, a distance of 254.88 feet to a point hereinafter described as Point "C"; thence continue South $89^{\circ}48'49''$ West, a distance of 228.57 feet to a point of curvature of a circular curve to the right; thence Westerly, Northwesterly, and Northerly along the arc of said curve, having a radius of 238.00 feet, an arc distance of 374.03 feet to the Point of Tangency; thence North $00^{\circ}08'31''$ West, a distance of 617.57 feet to a point; TOGETHER WITH the following described centerline:

BEGINNING at the aforementioned Point "A"; thence North $89^{\circ}51'29''$ East, a distance of 393.71 feet; thence North $00^{\circ}08'31''$ West, a distance of 86.00 feet; thence South $89^{\circ}51'29''$ West, a distance of 86.00 feet; thence South $00^{\circ}08'31''$ East, a distance of 86.00 feet to the Point of Terminus; TOGETHER WITH the following described centerline:

BEGINNING at the aforementioned Point "B"; thence South $89^{\circ}51'29''$ West, a distance of 393.71 feet; thence South $00^{\circ}08'31''$ East, a distance of 86.00 feet; thence North $89^{\circ}51'29''$ East, a distance of 86.00 feet; thence North $00^{\circ}08'31''$ West, a distance of 86.00 feet to the Point of Terminus; TOGETHER WITH the following described centerline:

BEGINNING at the aforementioned Point "C"; thence South $00^{\circ}11'11''$ East, a distance of 118.17 feet to the Point of Terminus; said Point of Terminus being further described as being on the Southerly boundary of said Parcel "A". Said lands situate, lying and being in Broward County, Florida.

Subject to all easements, reservations, and rights-of-way of record.

WEW/slc
Job No. 79-0117
10/12/83

RECORDED IN THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

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