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DECLARATION AND GENERAL PROTECTIVE COVENANTS

THIS DECLARATION is made this 3rd day of September, 1986 by SPRINGS DEVELOPMENT CORPORATION, a Florida corporation and CORAL COMMERCIAL ASSOCIATES, LTD., a Florida limited partnership d/b/a The Turtle Run Venture (hereinafter "DECLARANT").

W I T N E S S E T H:

WHEREAS, DECLARANT presently having its principal place of business in Dade County, Florida, is the developer of a new community development consisting primarily of residential and business properties in the City of Coral Springs, in Broward County, Florida, known as TURTLE RUN, and desires to create a superior and unique community; and,

WHEREAS, DECLARANT and all future owners of any of the lands known as TURTLE RUN, hereby join, consent and agree to the imposition of certain protective covenants, conditions and restrictions on the lands in TURTLE RUN as specifically set forth herein, and DECLARANT may in the future elect to subject additional lands around TURTLE RUN to this Declaration and to amend this Declaration with respect to such additional lands, and, as well, to impose additional protective covenants, conditions and restrictions on such lands, and, as may be necessary and appropriate on each Neighborhood; and,

WHEREAS, DECLARANT desires to provide for the preservation of property values and intended uses of land in TURTLE RUN (and such additional lands abutting or adjacent to TURTLE RUN as may hereafter be subjected to this Declaration); to protect property owned by DECLARANT in TURTLE RUN from uses which future owners of portions of the Property may wish to undertake and which the DECLARANT may find, in its sole discretion, to have a potentially adverse or detrimental effect on land owned by DECLARANT; to contribute to the personal and general health, safety and welfare of residents; and for the maintenance of the land and improvements thereon, and to this end desires to subject TURTLE RUN, together with such additions as may hereafter be made thereto in accordance with the provisions hereof, to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the DECLARANT and the Property; and

WHEREAS, to provide a means for meeting certain, but not all, of the

THIS INSTRUMENT PREPARED BY:

- 1 -



WILLIAM C. HEARON, ESQ.
1101 BRICKELL AVE.
MIAMI, FL. 33131

EXHIBIT 5

Return to THE TURTLE RUN VENTURE
MORRIS WATSKY
700 N.W. 107 AVE
- 2172

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purposes and intents herein set forth, DECLARANT has incorporated under the laws of the State of Florida, THE TURTLE RUN FOUNDATION, INC., a not-for-profit corporation; and,

WHEREAS, DECLARANT may, in its sole discretion, from time to time, convey, lease or grant a license or other right to use lands within or without TURTLE RUN by deed, easement, or otherwise to the FOUNDATION (which must accept the same) for the purpose of maintenance, landscaping, drainage, or other purposes that will be for the benefit of its Members and their families, tenants, guests, and invitees.

NOW, THEREFORE, the DECLARANT, declares that the Property, together with such additions as may hereafter be made thereto, is and shall be owned, used, and conveyed subject to the covenants, conditions, restrictions, and all other provisions of this Declaration and General Protective Covenants, all as hereinafter set forth, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the DECLARANT and to each OWNER of portions thereof.

ARTICLE 1

DEFINITIONS

1.01. "Association" shall mean and refer to a "Neighborhood Association".

1.02. "Business Unit" shall mean and refer to each one-tenth (1/10) of an acre of any commercial or institutional Plot as provided in the General Development Plan; thus each acre of such commercial property shall have ten (10) Business Units assigned to it.

1.03. "CDD" shall mean and refer to the TURTLE RUN COMMUNITY DEVELOPMENT DISTRICT, a special taxing district to be established by the State of Florida.

1.04. "DECLARANT" shall mean and refer to SPRINGS DEVELOPMENT CORPORATION, a Florida corporation and CORAL COMMERCIAL ASSOCIATES, LTD., a Florida limited partnership d/b/a The Turtle Run Venture, a Florida corporation, presently having its principal place of business in Dade County, Florida, its successors and such of its assigns as to which the rights of DECLARANT hereunder are specifically assigned. DECLARANT may assign all or a portion of its rights hereunder, or all or a portion of such rights in

connection with appropriate portions of the Property. In the event of such partial assignment, the assignee shall not be deemed the DECLARANT, but may exercise such rights of DECLARANT specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

1.05. "Declaration" shall mean and refer to this document, entitled Declaration and General Protective Covenants, as the same may be amended from time to time, which shall encumber the lands described on the attached Exhibit "A".

1.06. "Dwelling Unit" shall mean and refer to any residential unit intended for occupancy by one family or household, as provided in the General Development Plan.

1.07. "FOUNDATION" shall mean and refer to THE TURTLE RUN FOUNDATION, INC., a Florida corporation not for profit, which has its principal place of business in Broward County, Florida, its successors or assigns.

1.08. "Common Areas" or "Foundation Common Areas" shall mean all property located within TURTLE RUN (as hereinafter defined) which is designed and intended for the common, non-exclusive use of the OWNERS (also as hereinafter defined); together with, if applicable and to the extent provided herein, all private roadways, entry features, bus shelters, signs erected by DECLARANT to identify TURTLE RUN, the main gate houses (if any), and any special design or landscaping features lying within public rights of way as long as the aforesaid items abut the aforesaid property even if lying outside of the boundaries of TURTLE RUN (such as landscaping and median strips); and such similar parcels of property which may hereafter be added by supplemental declaration regardless of whether any such parcels are capable of being legally described or lie within dedicated areas or abut TURTLE RUN; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks, street lights and entrance features, but excluding any public utility installations thereon, and any other property of DECLARANT not intended to be made Common Areas; provided, however, that certain portions of the Property shall not be deemed Common Areas to the extent same are specifically made common areas of a Neighborhood Association or are Foundation Easement Areas as defined herein. DECLARANT shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the

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Common Areas such facilities as DECLARANT deems appropriate. The timing and phasing of all such construction, if any, shall be solely within the discretion of DECLARANT.

DECLARANT will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas of TURTLE RUN, but such identification shall not be required in order for a portion of TURTLE RUN to be a Common Area hereunder. Without limiting the generality of Section 1.24 of this Article, in the event that DECLARANT determines that a particular portion of TURTLE RUN is or is not a Common Area hereunder (in the manner provided in said Section 1.24), such determination shall be binding and conclusive.

It is specifically contemplated that the Common Areas may change from time to time in connection with changes in development plans and other factors not now known (including, without limitation, by increase, decrease or transfer to a Neighborhood Association). Accordingly, reference in this Declaration to the Common Areas shall be deemed to refer to same as they may exist as of the relevant time.

1.09. "Foundation Easement Area" shall mean and refer to all real property over and upon which the FOUNDATION, CDD, or DECLARANT has been granted a perpetual easement right for ingress, egress, landscaping, drainage or maintenance.

1.10. "General Development Plan" shall mean and refer to the DECLARANT'S plan of TURTLE RUN as it may be amended from time to time by DECLARANT, showing the land uses and the Property Units assigned by DECLARANT to the various portions of the Property; a copy of which is attached hereto as Exhibit "B".

1.11. "Governing Documents" shall mean and refer to the Declaration and the Articles of Incorporation and By-Laws of the FOUNDATION, all as filed or recorded, if required, and all as may be amended from time to time. In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the following sequence: The Declaration, the Articles and the By-Laws.

1.12. "Members" shall mean and refer to those Persons who are automatically granted membership in the FOUNDATION as provided in its Articles of Incorporation and By-Laws. The three classes of membership are:

(a) "Class A". The Class A Members shall be all Members

owning residential property in TURTLE RUN which is not owned by DECLARANT. One vote may be cast for each Property Unit assigned to a Plot. In the event that two or more Members are the record owners of fee simple title to a Plot, then the Member who shall be entitled to cast the votes for the Property Units assigned to the Plot shall be determined as shall be provided in the By-Laws.

(b) "Class B". The Class B Member shall be the DECLARANT. For so long as it is a Class B Member, the DECLARANT may cast five (5) votes for each Property Unit, both residential and commercial, assigned to the Plots that it owns. The Class B Membership shall cease and be converted to Class A and Class C Memberships at such time and under such circumstances as shall be provided in the By-Laws.

(c) "Class C". The Class C Members shall be all Members owning commercial property in TURTLE RUN, which is not owned by the DECLARANT. One vote may be cast for each Business Unit owned by said Member; said Business Unit being equal to each one-tenth (10) of an acre of any commercial or institutional Plot.

1.13. "Neighborhood" shall mean and refer to any single family development, condominium project, cluster development, business development or other development of a portion of TURTLE RUN.

1.14. "Neighborhood Association" shall mean and refer to any property owners' association, homeowners' association, condominium association, or other such entity, their successors and assigns, for any particular Neighborhood.

1.15. "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to a Neighborhood Association for the common use and enjoyment of its members.

1.16. "Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument applicable to one or more specific Neighborhoods but not to all Neighborhoods.

1.17. "OWNER" shall mean and refer to a record owner of fee simple title to any Plot located within the Property, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

1.18. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association,

two or more persons having a joint or common interest, or any other legal entity.

1.19. "Plot" shall mean and refer to a platted lot, a platted parcel, a condominium unit together with the undivided share of the common elements which is appurtenant to the unit, a townhouse unit, or any quantity of land; including any fixtures and improvements thereon, capable of being described with such definiteness that its location and boundaries may be established, which is designated by the DECLARANT to be used, developed and conveyed as a unit.

1.20. "Property" shall mean and refer to those certain lands located within TURTLE RUN and such additional lands as may hereafter be subjected to this Declaration pursuant to Article 2, but as of the date hereof, consists of the land more specifically delineated in the attached Exhibit "A".

1.21. "Property Unit" shall mean and refer to any Dwelling Unit or any Business Unit; each Plot shall have such number of Property Units as may be assigned to it by DECLARANT in accordance with the provisions of this Declaration.

1.22. "Structure" shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall also include fences, walls, and any improvement susceptible to construction, whether temporary or permanent in nature. The term shall be construed as if followed by the words "or part thereof".

1.23. "TURTLE RUN" shall mean and refer to those certain lands located in Broward County, Florida, the legal description of which is attached hereto as Exhibit "A".

1.24. "Interpretation and Flexibility". In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article 1, the determination made by DECLARANT in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, DECLARANT may, also by way of Supplemental Declaration, alter or amend the application of any portion of this Declaration as to any specified portion(s) of TURTLE RUN in order to reflect any unique characteristics thereof; provided

that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for TURTLE RUN contemplated in this Declaration.

ARTICLE 2

DECLARANT'S RIGHTS AND POWERS

2.01. Property Additions to TURTLE RUN.

(a) DECLARANT shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to add any lands to TURTLE RUN by recording an instrument subjecting such additional lands to this Declaration. Said additions to TURTLE RUN may be made by the DECLARANT, without the consent of the Class A or C Members so long as DECLARANT is a Class B Member, and thereafter only with the consent of a majority of the Class A and C Members combined. The effect of such an addition would be to allow for an increase in the number of plots, and the number of members, and the number of development units and the total number of votes which could be cast by members of the FOUNDATION.

(b) At the time that any additional lands are made subject to this Declaration, DECLARANT may also record an instrument which (i) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only, or (ii) creates new provisions applicable only to such additional lands, or (iii) omits the applicability of any of the provisions of this Declaration to such additional lands, or (iv) does any, all, or none of the above.

(c) Such additions shall be made by recording an instrument which adds such lands to TURTLE RUN, but the same shall not create nor shall it impose any duty or any obligation on the DECLARANT to subject such additional lands to any covenant, condition, restriction or other provision of this Declaration, or of any other recorded instrument, but in the event DECLARANT so elects it may subject such additional lands to the provisions of this Declaration.

2.02. Foundation Common Area.

(a) DECLARANT shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to convey, lease or grant a license or other right to use real property within or without TURTLE RUN, to the FOUNDATION for such purposes as may be expressed in the

instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be Foundation Common Area until actually so conveyed, leased or a grant of license or other use right is created by a written instrument.

(b) Any such conveyance, lease or grant of license or right to use by the FOUNDATION may be exclusive or non-exclusive so that persons or entities other than FOUNDATION may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. FOUNDATION must accept from DECLARANT any such conveyance, lease, grant of license or grant of use right. FOUNDATION shall not accept, from any person other than DECLARANT, a conveyance, lease, grant of license or grant of use right except upon the prior written approval of the DECLARANT.

(c) Prior to any conveyance, lease or grant of license or other use right by DECLARANT to FOUNDATION of any property, DECLARANT shall have the right to charge reasonable fees for the use of such property; thereafter the right to use such property may be subject to reasonable rents, fees and other charges in favor of the FOUNDATION; in any event, rents, fees and other charges required to be paid to DECLARANT under leases, grants, licenses or contracts creating use rights shall continue to be paid.

2.03. Foundation Easement Area.

From time to time the DECLARANT may require as a condition to the sale and purchase of any PLOT within TURTLE RUN from the DECLARANT directly to any third party that the purchaser of any such PLOT must convey a perpetual easement right to the FOUNDATION, CDD, or DECLARANT for the purpose of providing drainage, ingress, or egress, or an ability to maintain or landscape areas adjacent to Foundation Common Areas or otherwise within TURTLE RUN.

In such an event, the cost and expenses incurred in the maintenance, repair, management for these Foundation Easement Areas as well as any other costs as contemplated to be incurred on the Foundation Common Areas shall also be assessed as if the Foundation Easement Areas were a part of the Foundation Common Areas.

2.04. Other Entities or Associations.

DECLARANT shall have the right, and the power, but neither the duty nor the obligation, to record an instrument subjecting the additional

lands provided in Section 2.01 to protective covenants, conditions, restrictions or provisions other than those provided for in this Declaration. Such provisions may require the creation of property owners' associations, homeowners' associations, condominium associations or entities other than the FOUNDATION. Such other entities may or may not have the same, additional, or different rights, powers, duties or privileges with respect to such additional lands; provided, however, that any such recorded instrument shall subject such additional lands to the jurisdiction of the FOUNDATION, and shall make the owners of such additional lands Members of the FOUNDATION under such terms and conditions as may be provided therein, which may be the same as or substantially different from the terms and conditions of membership as are provided herein.

2.05. Enforcement.

(a) DECLARANT and each of its venturers, SPRINGS DEVELOPMENT CORPORATION and CORAL COMMERCIAL ASSOCIATES, LTD. individually reserves unto themselves the right and the power to enforce the covenants, conditions, restrictions, and other provisions of this Declaration.

(b) DECLARANT reserves unto itself the right and the power to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to the FOUNDATION, or to a Neighborhood Association, or to an OWNER, or to any other person.

(c) The DECLARANT and each of its venturers, SPRINGS DEVELOPMENT CORPORATION and CORAL COMMERCIAL ASSOCIATES, LTD. individually shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and against the land to enforce any lien created by this Declaration. Failure by DECLARANT, SPRINGS DEVELOPMENT CORPORATION, CORAL COMMERCIAL ASSOCIATES, LTD. or the FOUNDATION, to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(d) The costs and reasonable attorneys fees, including those resulting from any appellate proceedings, incurred by DECLARANT, SPRINGS DEVELOPMENT CORPORATION or CORAL COMMERCIAL ASSOCIATES, LTD. in any action

against an OWNER to enforce any provision of this Declaration shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount thereof which remains due and unpaid shall be a continuing lien upon such OWNER'S Plot, collectible in the manner provided in Article 6.

2.06. DECLARANT'S Inaction.

Neither the execution and recordation of this Declaration nor the creation of any Association or other entity, nor the recordation of any other instrument subjecting any land in TURTLE RUN to protective covenants, conditions or restrictions or other provisions shall obligate or require (i) DECLARANT to grant any right, power, duty or privilege of any nature or kind to the FOUNDATION or to any other entity, or (ii) DECLARANT, the FOUNDATION or any other entity to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do so.

2.07. Assignment.

Except as otherwise specifically provided herein, DECLARANT reserves the right, and the power, to delegate or assign, either exclusively or non-exclusively, to any person or entity, including but not limited to the FOUNDATION, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. The DECLARANT may also delegate or assign any or all of its enforcement rights with regard to construction matters to the FOUNDATION or an Architectural Control Committee, the members of which shall be selected by DECLARANT. DECLARANT shall be under no obligation to delegate or assign any of its rights, powers, duties and privileges contained in this Declaration to any person or entity.

ARTICLE 3

RESTRICTIONS

3.01. Use Restrictions.

The Property may be used for those purposes as provided in the DECLARANT'S General Development Plan. The General Development Plan outlines those zoning classifications imposed upon the Property by the City of Coral Springs. In addition thereto, certain restrictions have been imposed upon the Property by virtue of that certain Binding Letter of Interpretation for Development of Regional Impact Status dated February 3, 1986 issued by the

Department of Community Affairs of the State of Florida.

DECLARANT reserves solely unto itself the right and the power to modify the uses of the Property within TURTLE RUN, and to inaugurate and implement variations from, modifications to, or amendments of the General Development Plan, and any other governmental plans, land development regulations, development orders and development permits applicable to TURTLE RUN.

No OWNER(S) who acquires title to any portion of TURTLE RUN, shall take any action which in any way shall affect the zoning which has been approved by the City of Coral Springs or the Binding Letter of Interpretation issued by the Department of Community Affairs. The DECLARANT may specifically enforce the provisions hereof by suit for injunctive relief and any party taking title to Property within TURTLE RUN acknowledges that any breach of this provision shall cause irreparable harm to the DECLARANT and shall cause damages to the DECLARANT in an amount which is not readily ascertainable.

3.02. Plans, Specifications and Locations of Structures.

(a) DECLARANT may establish, and from time to time, modify, standards for the control of the design of all structures and other construction of any nature within TURTLE RUN.

(b) No structure or other improvement shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of any structure or Plot or of any Foundation Common Area or Neighborhood Common Area be done without the prior written approval of the DECLARANT.

(c) Each OWNER shall, prior to the commencement of construction, additions, or exterior alterations, submit to DECLARANT for prior written approval a preliminary site plan showing exterior elevations, exterior materials and colors, and preliminary landscape, irrigation, and exterior lighting plans, all of which shall be in sufficient detail for DECLARANT to determine the basic character, general exterior appearance, exterior materials and colors, and general site organization. No exterior colors on any building or structure within TURTLE RUN shall be permitted if in the sole judgment of DECLARANT said color would be inharmonious or discordant or incongruous when viewed in conjunction with the overall development of the subdivision. Any future exterior color changes, landscaping, or lighting plan

changes desired by OWNER must first be approved by DECLARANT in writing.

Final building plans and specifications, and final landscaping, irrigation and exterior lighting plans must be submitted to DECLARANT for approval and must be in general conformance with the preliminary plans and specifications as approved by DECLARANT and must be in conformance with applicable zoning codes, ordinances, and these restrictions. All electric, telephone, gas or other utility connections must be installed underground.

DECLARANT shall, in writing, after receipt of each required submittal, approve, reject or approve, subject to change, such plans, proposals and specifications as are submitted to it as required above. Failure to obtain written approval of DECLARANT of all such plans, proposals and specifications prior to the commencement of any construction shall be deemed a material breach hereof and DECLARANT shall then have the right, in addition to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval to be torn down or removed forthwith.

In the event DECLARANT fails to comment on, approve or reject the plans and specifications within forty-five (45) days of receipt they shall be deemed to be approved.

(d) The approval, rejection or withholding of any approval by DECLARANT of the plans, proposals and specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by DECLARANT that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the OWNER. Each OWNER shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the City of Coral Springs, the Community Development District, if any, and any other appropriate governmental agencies prior to commencement of any work or construction.

(e) DECLARANT shall have no duty, responsibility nor liability to any OWNER or to any other Person whomsoever in respect to the exercise of its rights or the failure to exercise its rights. DECLARANT may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. DECLARANT'S decision to approve, reject or withhold its approval

of such work may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design, (ii) the character of the exterior materials, (iii) the planned quality of the exterior workmanship, (iv) DECLARANT'S design and construction standards, (v) the General Development Plan, or (vi) any other material and relevant factors.

3.03. Surface Water Management System.

The DECLARANT has caused to be constructed or shall construct within the geographic area shown by the General Development Plan drainage canals, lakes and drainage retention/detention ponds. These drainage structures are part of the overall drainage plan for the TURTLE RUN. Consequently, no OWNER shall utilize, in any way, any of the TURTLE RUN drainage facilities or incorporate such facilities in an OWNER'S (builder's) development plans, without the express prior written consent of the DECLARANT. Further, where a builder of any structure(s) or improvement is contiguous to any of the drainage facilities on TURTLE RUN, the builder shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

3.04. Temporary Buildings.

No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any land within TURTLE RUN, however, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development, construction and sale of the housing or commercial facilities created, provided that such are in compliance with appropriate governmental requirements applicable thereto and also in compliance with the other terms of this Declaration. No temporary structures of any type or kind shall be constructed without first obtaining written approval of the DECLARANT.

3.05. Trash and Garbage.

No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any land in TURTLE RUN except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up

and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place as will be accessible to persons making such pick-up. At all other times, such containers shall be stored so that they cannot be seen from surrounding property. The DECLARANT, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

3.06. Burial of Pipe and Tanks.

No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on any land in TURTLE RUN above the surface of the ground, except hoses and moveable pipes used for irrigation purposes. No property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth. Nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create required and approved drainage structures or landscaped berms.

3.07. Nuisance.

Nothing shall be done on any land in TURTLE RUN which is illegal or which may be or may become an annoyance or nuisance to the neighborhood. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the DECLARANT for a decision in writing and its decisions shall be final.

3.08. Weeds and Underbrush.

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any land in TURTLE RUN and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event an OWNER shall fail or refuse to keep his Plot or Unit free of weeds, underbrush, sight obstructions, refuse piles or other unsightly growths or objects, then the DECLARANT may enter upon said property and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass, except, however, that the OWNER shall be given five (5) days prior written notice of such action.

3.09. Vehicle Parking.

(a) No truck or van with more than a 3/4 ton capacity and no commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours unless such vehicle is necessary in the actual

construction or repair of a structure or for ground maintenance. The term "commercial vehicle" shall include but not be limited to all automobiles, trucks, vans and other vehicular equipment including station wagons which bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprise.

(b) No commercial vehicle, no truck or van with more than a 3/4 ton capacity and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure.

(c) No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure.

(d) A commercial vehicle may be permitted to be parked on a Plot assigned Business Units, for periods of more than four (4) hours, provided that such a vehicle is necessary and incident to the activities permitted on the Plot. Overnight parking of such a vehicle may be permitted only to the rear of a principal structure on a Plot assigned Business Unit.

(e) No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on any land in TURTLE RUN in such a manner as to be visible from any point on adjacent property or the street.

3.10. Clothes Drying Area.

No portion of any of the land in TURTLE RUN shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened by fencing or landscaping from view from adjacent property or streets.

3.11. Antennas and Flagpoles.

No outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or other devices used for the reception of transmissions of any kind, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by DECLARANT in writing. A flagpole for display of the American Flag only and any other flag approved in writing by DECLARANT shall be permitted and its design and location must be first approved in writing by DECLARANT. An approved flagpole shall not be used as an antenna.

3.12. Drainage.

No changes in elevations of property subject to these

restrictions shall be made which will cause undue hardship to adjoining property.

3.13. Underground Wires.

No lines or wires for communication or the transmission of electrical current shall be constructed, placed, or permitted to be placed on any land in TURTLE RUN unless the same shall be underground, or unless specifically permitted in writing by the DECLARANT.

3.14. Animals.

No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on any land in TURTLE RUN. Under no circumstances shall any commercial or business enterprises involving the use of animals be conducted on any land in TURTLE RUN. All pets shall be kept on a leash when not on the pet owner's property, and no pet shall be allowed to roam unattended. The DECLARANT may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any land in TURTLE RUN.

3.15. Business.

Except where indicated on the General Development Plan (as amended from time to time), no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on upon any land in TURTLE RUN or in any building or other structure erected thereon.

3.16. Maintenance of Parking Areas, etc..

All setback areas, yards, walkways, driveways and parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris.

3.17. Maintenance of Units and Plots.

(a) Exteriors of Units and Buildings. Each OWNER shall maintain or cause to be maintained all structures (including all Units) located on his Plot in a neat, orderly and attractive manner, consistent with the general appearance of TURTLE RUN. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of the developed portions of TURTLE RUN and, as to Units, the portion thereof in which the Unit is located taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of DECLARANT. Each OWNER shall repaint, restrain, or refinish, as

appropriate, the exterior portions of his Unit (with the same colors and materials as initially used or approved by DECLARANT) as often as is necessary to comply with the foregoing standards.

(b) Plots. Each OWNER shall maintain the trees, shrubbery, grass and other landscaping, and all parking, pedestrian, recreational and other open areas, on his Plot in a neat, orderly and attractive manner, consistent with the general appearance of the developed portions of TURTLE RUN and, as to Units, the portion thereof in which the Unit is located. The minimum (though not sole) standard for the foregoing shall be the general appearance of TURTLE RUN (and the applicable portion thereof as aforesaid) as initially landscaped (as such standard is subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

The land up to the centerline of any unimproved road right of way which a Plot abuts shall be maintained by the OWNER of such abutting Plot in the same manner and at the same time as the Plot is maintained, unless the FOUNDATION or a Neighborhood Association assumes such maintenance responsibilities.

(c) Remedies for Noncompliance. In the event of the failure of an OWNER to maintain or cause to be maintained, his Unit or Plot in accordance with this Article, the FOUNDATION shall have the right (but not the obligation), upon five (5) days prior written notice to the OWNER at the address last appearing in the records of the FOUNDATION, to enter upon the OWNER'S Plot and perform such work as is necessary to bring the Plot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs, the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a Plot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable Covenants or Deed Restrictions (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

(d) Costs of Remedial Work; Surcharges. In the event that the FOUNDATION performs any remedial work on a Unit or Plot pursuant to this Article or any other applicable Covenants or Deed Restrictions, the costs and expenses thereof shall be deemed a special assessment as elsewhere set forth in this Declaration and may be immediately imposed by the Board of Directors of the FOUNDATION or its designee. In order to discourage OWNERS from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable enforcing entity in its sole discretion.

(e) Right of Entry. There is hereby created an easement in favor of the FOUNDATION and its applicable designees, over each Plot for the purpose of entering onto the Plot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

(f) Neighborhood Associations. All of the requirements, obligations and remedies set forth in this Article shall apply to all Neighborhood Associations and their common areas/elements and all improvements thereto. Accordingly, as applied to a Neighborhood Association, the term OWNER as used in this Article shall be deemed to include the Neighborhood Association (even if it does not hold legal title to its common areas/elements) and the terms Plot and Unit shall be deemed to include a Neighborhood Association's common areas/elements and all improvements thereto. Any costs of remedial work or surcharge thereon applicable to a Neighborhood Association shall be paid directly by the Neighborhood Association, failing which the FOUNDATION may, in addition to all other available legal and equitable remedies, withhold the amount of same from amounts collected on behalf of the Neighborhood Association and the FOUNDATION is hereby granted a lien on such amounts for such purpose.

3.18. Use and Maintenance of Waterbodies.

The use of all lakes and waterbodies existing or created on any land in TURTLE RUN will be in accordance with rules and regulations

adopted from time to time by the DECLARANT. There will be no construction of any dock or other facility in any lake or waterbody without written approval of the DECLARANT, which may be unreasonably withheld. Maintenance of lakes and waterbodies is the exclusive obligation and function of the FOUNDATION, unless said obligation has been assumed by the CDD. No swimming and no boating of any kind shall be allowed on any of the internal lakes or waterbodies.

3.19. Maintenance of Landscaping to Water's Edge.

Any OWNER, condominium association or homeowners association within TURTLE RUN that owns or has the maintenance responsibility for property adjoining any public right of way or water body shall maintain the landscaping to the public right of way or water's edge regardless of the property boundaries on the plat.

3.20. Walls, Fences and Shutters.

Except for tennis courts, no wall or fence shall be constructed with a height of more than five feet (5') above the ground level of an adjoining Plot, and no hedge or shrubbery abutting the Plot lines shall be permitted with a height of more than six feet (6') without the prior written approval of DECLARANT. No wall or fence shall be constructed on any Plot until its height, length, type, design, composition, material and location shall have first been approved in writing by DECLARANT. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by DECLARANT, whose decision shall be final. Hurricane or storm shutters shall not be stored on the exterior of the residence.

3.21. Mailboxes.

No mailbox or paperbox or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Plot or Unit unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the DECLARANT. If and when the United States mail service and the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, such OWNER, upon the request of the DECLARANT, shall replace the boxes and receptacles previously employed for such purposes with wall receptacles attached to the residence.

3.22. Sidewalks and Driveways.

Sidewalks (if required or permitted by the DECLARANT) and driveways shall be installed by OWNERS in accordance with requirements and specifications of Broward County and in accordance with the storm water drainage and retention plan approved by Broward County, Florida. All single family dwellings shall have a paved driveway approach of stable and permanent construction from the curb to the right-of-way line. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a manner as is acceptable to DECLARANT.

3.23. Trees.

Removal of existing trees and shrubbery from any Plot shall not be permitted (except within the foundation perimeter line for the dwelling) unless landscaping of an equivalent or higher quality is substituted therefor. In the event of any approved removal of existing trees or shrubbery, the OWNER of the Plot in question shall be responsible for obtaining any necessary permits and paying all fees required by the applicable governmental authorities in connection therewith.

3.24. Air Conditioners.

All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or properties. No air conditioning units may be mounted through windows or walls. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the DECLARANT for energy conservation purposes.

3.25. Signs.

No signs, freestanding or otherwise installed, shall be erected or displayed in or on any Plot or structure, unless the placement, character, form, size, lighting and time of placement of such sign be first approved in writing by DECLARANT. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by DECLARANT.

3.26. Sight Lines.

No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Unit within the triangular area

formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any Unit within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

3.27. Lighting.

No exterior lighting fixtures shall be installed on any Unit without adequate and property shielding of fixtures. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Units.

3.28. Swimming Pools and Tennis Courts.

Any swimming pool or tennis court, and screening or fencing of either, to be constructed on a Plot and the location thereof, shall be subject to the approval and requirements of the DECLARANT. Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations.

3.29. DECLARANT'S Exculpation.

DECLARANT may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

3.30. Subdivision and Regulation of Land.

(a) No Plot shall be divided or subdivided without the express written consent of DECLARANT, who may impose certain requirements on OWNER to comply with the provisions of the Binding Letter of Interpretation for Development of Regional Impact Status referred to in Paragraph 3.01.

(b) No covenant, condition, restriction or other provision of this Declaration shall be construed as in any manner limiting or preventing any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership, and particularly a condominium shall not be construed as constituting a subdivision of any Plot provided that the number of Property Units of the condominium is not greater than the number of Property Units

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assigned to the Plot, as shown on the General Development Plan.

(c) An OWNER shall not inaugurate or implement any variation from, modification to, or amendment of the General Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to TURTLE RUN, to the Properties, or to any Plot, without the prior written approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT.

3.31. OWNER and MEMBER Compliance.

(a) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to OWNERS, but also to any other Person occupying an OWNER'S Plot under lease from the OWNER or by permission or invitation of the OWNER, or an OWNER'S tenants, express or implied, licensees, invitees or guests.

(b) Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of these provisions and, in addition, the OWNER shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

ARTICLE 4

PROPERTY RIGHTS AND
FOUNDATION COMMON AREA

4.01. Purpose and Intent.

DECLARANT intends as of the date of recording this Declaration to subject TURTLE RUN to the authority of the CDD which will assume most of the responsibilities contemplated to be undertaken by the FOUNDATION hereunder. In the event that the CDD is established, then to the extent the CDD undertakes the obligations and responsibilities of the FOUNDATION, those costs and expenses incurred shall no longer be assessed by the FOUNDATION. It is anticipated that the FOUNDATION will still have certain responsibilities in connection with the provisions hereof and to that extent the Members shall be so assessed.

4.02. Members Rights and Easements.

(a) Every Member shall have a right and easement to use the Foundation Common Area, which right and easement shall be appurtenant to and

shall pass with the title to every Plot, subject to:

- (i) the right of the FOUNDATION to suspend a Member's right to vote, for any period during which any assessment against the Member's Plot or any obligation of the Member to the FOUNDATION remains unpaid, and for a reasonable period during or after any infraction of the FOUNDATION'S rules and regulations;
- (ii) the right of the FOUNDATION to dedicate or transfer all or any part of the Foundation Common Area to any governmental agency, public authority, Community Development District, or utility;
- (iii) the right of the FOUNDATION to borrow money for the purpose of improving the Foundation Common Area and in aid thereof to mortgage Foundation Common Area;
- (iv) the right to take such steps as are reasonably necessary to protect Foundation Common Area against foreclosure; and
- (v) the provisions of this Declaration, or any other applicable recorded instrument, the Articles of Incorporation and By-Laws of the FOUNDATION; and any rules and regulations governing use and enjoyment of the Foundation Common Area adopted by the FOUNDATION;
- (vi) the right and duty of the FOUNDATION to levy assessments against each PLOT for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded;
- (vii) the right of the FOUNDATION to suspend the right of an OWNER and his designees to use the Common Areas (except for legal access) and common facilities for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations;
- (viii) the right of the FOUNDATION to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas, provided that such right is now or hereafter granted to or adopted by the FOUNDATION;
- (ix) the right of the FOUNDATION to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or

regulation so adopted by the FOUNDATION shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(x) the right of the FOUNDATION by a 2/3rds affirmative vote of the entire membership, or the unilateral decision of the DECLARANT, (i.e., without the joinder or consent of the FOUNDATION or any of its Members) to dedicate portions of the Common Areas to a Neighborhood Association or a public or quasi-public agency, Community Development District or similar entity under such terms as the Association deems appropriate and to create or contract with the FOUNDATION, Community Development District (special taxing district) for lighting, roads, recreational or other services, security, communications and other similar purposes deemed appropriate by the FOUNDATION (to which such creation or contract all OWNERS hereby consent);

(xi) anything to the contrary in this Declaration notwithstanding, the DECLARANT shall have the right to permit persons other than Members and designated persons to use certain portions of the Foundation Common Areas and any recreational facilities that may be constructed thereon under such terms as DECLARANT, its successors and assigns, may from time to time desire without interference from the Association. Without limiting the generality of the foregoing, the DECLARANT may grant such use rights to all children and other participants in day care centers, schools, camps, nurseries, or similar programs located or operated on any portion of TURTLE RUN; and

(xii) the right of the DECLARANT and the FOUNDATION to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(b) So long as there is a Class B Member, any and all rights of a Member and any and all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to, pursuant to this Article 4 shall be subject to, and shall not be effective without, the written approval of the Class B Member.

4.03. Delegation of Right.

(a) A Member may delegate his right to use the Foundation Common Area to the members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the By-Laws and in accordance with the FOUNDATION'S

rules and regulations.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Foundation Common Area. Any infraction of the FOUNDATION'S rules and regulations by such Person shall be deemed to be an infraction by such Member.

4.04. Conveyance and Use.

(a) Any real property conveyed, leased, or the use or maintenance of which has been granted by DECLARANT or any third party to the FOUNDATION as Foundation Common Area is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use of its Members, and their family members, guests, invitees, residential and business tenants.

(b) DECLARANT may convey property to the FOUNDATION in either an improved or an unimproved condition, with or without any specific restrictions on its use, and FOUNDATION must accept such property. The FOUNDATION shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of DECLARANT, so long as DECLARANT owns any land in TURTLE RUN that it holds for the purpose of development.

4.05. FOUNDATION'S Rights and Powers.

(a) Subject to the provisions of this Declaration or any other applicable recorded instrument and the FOUNDATION'S Articles and By-Laws, the FOUNDATION shall have the right, and the power, to develop, promulgate and enforce rules and regulations for the use of Foundation Common Area.

(b) No Foundation Common Area shall be used in violation of any rule or regulation or other requirement of the FOUNDATION established pursuant to the provisions of this Declaration or the By-Laws.

4.06. DECLARANT'S Rights and Powers.

(a) DECLARANT shall have the right, and the power, to regulate and control the external design and appearance of Foundation Common Area in such a manner as (i) to promote a quality environment which will preserve the value of the Member's Plot and (ii) to foster the attractiveness and functional utility of TURTLE RUN as a place to live, work and play, including a harmonious relationship among structures, vegetation and topography.

(b) The Foundation Common Area shall be subject to the provisions of Article 3. The uses of the Foundation Common Area shall be in conformity with the uses permitted in Article 3. The provisions of Article 3 shall not be applicable to any property owned by DECLARANT prior to its conveyance to the FOUNDATION.

(c) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Foundation Common Area. The DECLARANT shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Foundation Common Area which may be or become a nuisance to residents or Members.

(d) Any use of Foundation Common Area shall be subject to the prior written approval of DECLARANT so long as DECLARANT owns any land in TURTLE RUN that it holds for the purpose of development.

4.07. Maintenance.

The FOUNDATION shall be responsible for the maintenance and control of Foundation Common Area and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times.

4.08. Transfer to Community Development District.

In the event the FOUNDATION or DECLARANT transfers the Foundation Common Areas to a CDD then, in such event, all of the provisions hereof shall apply with the same force and effect as if owned and maintained by the FOUNDATION.

ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS

5.01. Members.

(a) Every OWNER and the DECLARANT, so long as they are OWNERS, shall be Members of the FOUNDATION. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to assessment by the FOUNDATION. Persons other than an OWNER may become Members of the FOUNDATION only if a membership right is created in such Person by the recordation of a written instrument as provided for in Section 2.04, which subjects lands within TURTLE RUN, owned by such Person, to assessment by the FOUNDATION in the manner provided for in Article 6.

(b) Members' rights, powers, duties and privileges shall be

as set forth in the Articles of Incorporation and By-Laws of the FOUNDATION.

5.02. Voting Rights.

The FOUNDATION shall have three (3) classes of voting membership:

(a) Class A. The Class A Members shall be all Members owning residential property in TURTLE RUN, not owned by DECLARANT. One vote may be cast for each Property Unit assigned to a Plot which is not owned by DECLARANT. In the event that two or more Members are the record owners of fee simple title to a Plot, then the Member who shall be entitled to cast the votes for the Property Units assigned to the Plot shall be determined as shall be provided in the By-Laws.

(b) Class B. The Class B Member shall be the DECLARANT. For so long as it is a Class B Member, the DECLARANT may cast five (5) votes for each Property Unit, both residential and commercial, assigned to the Plots that it owns. The Class B Membership shall cease and be converted to Class A and C Memberships at such time and under such circumstances as shall be provided below. The Class B Membership shall be converted to Class A and Class C Memberships and shall forever cease to exist on the occurrence of whichever of the following events occurs first in time after which DECLARANT shall be a Class A and Class C Member entitled to cast votes for its Property Units accordingly:

(i) when the total number of outstanding votes held by the Class B Member totals less than 1,000; or

(ii) on September 1, 2006, or such earlier date as DECLARANT in its sole discretion establishes by recorded instrument executed by DECLARANT.

(c) Class C. The Class C Members shall be all Members owning commercial property in TURTLE RUN, not owned by DECLARANT. One vote may be cast for each Business Unit owned by said Member; said Business Unit being equal to each one-tenth (1/10) of an acre of any commercial or institutional PLOT.

(d) The General Development Plan outlines the number of Property Units assigned to each Plot. The DECLARANT may, in its sole discretion, reassign the number of Property Units, if any, to each Plot. Any dispute as to the number of Property Units assigned to a Plot or to a Property Unit shall be decided by DECLARANT whose decision shall be final.

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5.03. Voting Control.

(a) Inasmuch as the total number of outstanding votes at any one time is determined by the total number of Property Units assigned to the total number of Plots within the Property at that time, subject to this Declaration or such other voting rights as are created by any other recorded instrument which creates membership rights in the FOUNDATION, it is important for all OWNERS to understand that the subjecting of additional lands to this Declaration or the recordation of another instrument subjecting additional lands to the jurisdiction of the FOUNDATION will make the OWNERS of real property within such additional lands Members of the FOUNDATION, which will increase the total number of votes, and will have the result of enabling the DECLARANT to retain voting control for a longer period.

(b) From time to time DECLARANT shall designate in the General Development Plan the number of Property Units that it has assigned for each Plot, whether or not there are any structures located on it. An OWNER of a Plot with more than one Property Unit assigned to it shall, in the event that a portion of the Plot is conveyed to another OWNER, reassign the number of Property Units originally assigned to the Plot in accordance with any conditions or limitations established by the DECLARANT, provided that it does not result in the casting of any fractional votes. In the event that an OWNER fails or refuses to make any necessary reassignment, then the DECLARANT may make such reassignment.

5.04. Association Control.

Every PLOT within TURTLE RUN shall be subject to a Neighborhood Association.

Each Neighborhood Association shall, in its By-Laws, establish a procedure by which any of its members who are entitled to cast votes as Members of the FOUNDATION shall cast their votes on FOUNDATION matters directly with the Association. Each Association shall have the duty to collect and tabulate its members votes. Each Association shall have the privilege of casting with the FOUNDATION all of the votes to which its members would be entitled to cast as Members of the FOUNDATION. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in a block, or in the same manner as originally cast by its members, or in any other manner provided that it is fair, equitable, uniformly

applied within the Association, and that it does not result in the casting of fractional votes.

ARTICLE 6

ASSESSMENTS

6.01 Creation of the Lien and Personal Obligation for Assessments.

(a) Except as provided elsewhere herein, the DECLARANT (and each party joining in this Declaration or in any supplemental declaration), for each Plot owned by it (or them) within TURTLE RUN, hereby, respectively, covenant and agree, and each OWNER of any Plot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the FOUNDATION annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas and the FOUNDATION as provided herein, including, but not limited to, items herein as Common Areas whether or not such items are on dedicated property or owned by Neighborhood Associations or otherwise, including such reasonable reserves as the FOUNDATION may deem necessary, all such assessments to be fixed, established and collected from time to time as hereinafter provided. In addition, special assessments may be levied against particular OWNERS and Plots for fines, expenses incurred against particular Plots and/or OWNERS to the exclusion of others and other charges against specific Plots or OWNERS as contemplated in this Declaration. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all OWNER(S) of such property from time to time.

(b) As long as the DECLARANT is a Class B Member, DECLARANT shall choose prior to January 1st of the year in which the annual assessments are due, between the following two methods for the purpose of fixing the amount to be assessed against each PLOT: (i) the amount of the Annual Assessment shall be the product of the assessed value of the Plot multiplied by the applicable millage rate. The assessed value to be used in determining the annual assessment shall be that value placed upon the Plot, for purposes of Ad Valorem Taxation, by the Property Appraiser of Broward County pursuant

to the applicable provisions of the Rules and Regulations of the State of Florida and of the Florida Statutes. The uniform millage rate, to be annually established by the Board, shall be established by dividing the adopted annual budget by the assessed value of all Plot subject to assessments and their improvements; or (ii) the amount of the Annual Assessment shall be on a per unit basis with all units paying a full share. Such assessments shall be fixed, levied, established and collected as provided in the By-Laws. Once DECLARANT is no longer a Class B Member, the FOUNDATION shall make the decision between the two methods.

(c) The initial, annual and special assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such assessment is made.

(d) Each such assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the OWNER of the Plot at the time such assessment fell due, and any due and unpaid assessments shall also be the personal obligation of each Person who becomes an OWNER of the Plot. Each OWNER, by acceptance of a deed for a Plot, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

(e) After a Plot has been submitted to a plan of condominium ownership or to a property owners association, or to another such entity, then the Neighborhood Association thereof shall have the duty and responsibility for collecting and timely remitting to the FOUNDATION any and all FOUNDATION assessments and other charges, provided however, that the FOUNDATION may, in its sole discretion, elect to collect due and unpaid FOUNDATION assessments and other charges directly from any OWNER personally and may impose a lien against such OWNER'S Plot for the payment of such assessments and charges which are due and unpaid.

(f) The purpose, amount, rate, exemption from, and non-payment of initial, annual and special assessments, and the establishment of annual budgets shall be as set forth in the FOUNDATION'S By-Laws.

(g) A Plot shall not be subject to assessment for so long as it is Foundation Common Area, or it is Neighborhood Common Area, or it is

owned by a governmental agency and used solely for a public purpose or it is owned by the Community Development District.

6.02. DECLARANT'S Duties and Obligations.

(a) For any assessment year, the DECLARANT may elect to pay: (i) the portion of the actual expenses, less any provision for reserves, that do not exceed budgeted amounts and which were properly incurred by the FOUNDATION during that year which is greater than the sums received by the FOUNDATION from the payment of assessments for that year by OWNERS other than DECLARANT, or (ii) such amount as it would otherwise be obligated to pay if it had been subject to the annual assessment for that year on those Plots within the Properties of which it is the OWNER. DECLARANT shall make said election each year at such time and in such manner as shall be provided in the FOUNDATION'S By-Laws.

(b) DECLARANT'S duties and obligations as set forth herein shall be further subject to the conditions, restrictions and other limitations and any procedures for billing and payment as set forth in the FOUNDATION'S By-Laws.

6.03. Lien.

(a) If any OWNER fails to pay any assessment or make any other payment herein required to be paid to the FOUNDATION within thirty (30) days after written request by the FOUNDATION, then the FOUNDATION is hereby granted a lien on such OWNER'S Plot, which lien shall secure the payment then due and all sums coming due thereafter up to the date of the satisfaction or other discharge of the claim of lien, together with interest at the highest permitted legal rate under the laws of the State of Florida from date of delinquency, and all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, which may be incurred by the FOUNDATION in enforcing this lien and the costs of performing any other work required to enforce compliance with this Article 6.

(b) The lien herein granted shall be effective from and after the date of recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state the description of the property encumbered thereby, the name of the OWNER, the amount then due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid, and the lien satisfied or discharged.

(c) The FOUNDATION may bring an action of law against an OWNER to pay his personal obligations to the FOUNDATION, or it may foreclose the lien against his Plot. An OWNER against whom any such proceeding is successfully brought shall pay all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings.

(d) No OWNER may waive or otherwise escape liability for the payments provided for herein by non-use or abandonment of his Plot.

6.04. Subordination of the Lien.

The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the Plot in question given by the OWNER to an institutional mortgagee. For the purpose of this Section 6.05, an institutional mortgagee shall be a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any Person given a mortgage insured by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida, and, furthermore, the term "institutional mortgagee" shall be deemed to include any mortgagee that DECLARANT shall declare by instrument in writing and placed of record among the Public Records of Broward County, Florida, to be an institutional mortgagee.

ARTICLE 7

NEIGHBORHOOD ASSOCIATIONS

7.01. Individual Property.

(a) In the event that any Neighborhood Association, which has been granted a right of enforcement by DECLARANT, does not enforce any or all provisions of its Neighborhood Covenants or perform any of its duties and responsibilities pursuant to its Articles of Incorporation, By-Laws or rules and regulations, DECLARANT may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 6.

7.02. Entry Rights.

(a) Each Neighborhood Association and each OWNER shall permit

DECLARANT or any agent or employee to enter upon Neighborhood Common Area and upon the OWNER'S Plot at reasonable times, to carry out the provisions of this Article and the same shall not constitute a trespass.

(b) Such entry shall include, but not be limited to, the right to use of the Neighborhood Association's or OWNER'S water, from an outside spigot in reasonable amounts, without compensation to the Neighborhood Association or the OWNER if used for maintenance on the Foundation Common Area or on the OWNER'S Plot, as the case may be. This provision shall not be construed as authorizing the entry into any structure located on any Plot.

7.03. Neighborhood Common Area.

(a) The FOUNDATION may contract with any Neighborhood Association to provide for the operation and maintenance of its Neighborhood Common Area.

7.04. Neighborhood Covenants.

No Restrictions or Neighborhood Covenants may be placed on the Property or any Plot without the express written consent of the DECLARANT. DECLARANT reserves the right, and the power, without the consent of any other Person being required:

(a) To amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods, and

(b) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

ARTICLE 8

GENERAL AND PROCEDURAL PROVISIONS

8.01. Utility Easements.

(a) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, including Community Development District facilities, and for other purposes incidental to the development of the Property, those easements shown upon any recorded plat and as may be shown on any future recorded plats of the Property or portions thereof, and there is also hereby reserved within such easements, areas and rights-of-way for such other purposes as DECLARANT in its sole discretion may in the future determine.

(b) DECLARANT hereby reserves the right, and the power, during a period of thirty (30) years from the date of the recordation of this Declaration or of the recordation of the plat or of any other applicable recorded instrument, whichever is later, to declare and file or record, additional easements granting the full free right, power and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other and further public service facilities as DECLARANT may deem necessary, along, through, in, over and under a strip of land up to ten feet (10') in width from all side, front and rear lines of any Plot. The duration of any such easement shall be as set forth in an instrument of record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Plot.

8.02. Reservation of Right to Own, Install, Provide, and Maintain a Closed Circuit Television System, Telecommunications System, a Master Antennae System and Community Antennae Television System (CATV Service).

DECLARANT reserves and retains to itself, its successors and assigns: (i) the title to any closed circuit television system, telecommunications system, master antennae system, and related ancillary services and to the equipment including but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment both active and passive (the "Central System") in and upon TURTLE RUN and an easement for ninety-nine (99) years for the placement and location of the Central System including, but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive, and (ii) an easement for ninety-nine (99) years for ingress to, egress from, and upon TURTLE RUN to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and (iii) the right to connect the Central System to such receiving source as DECLARANT may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide the CATV Service in Broward County, Florida for which service DECLARANT, its successors and assigns or designees shall have the right to charge the Neighborhood Associations and/or individual resident OWNERS a reasonable fee not to exceed the maximum allowable charge for CATV Service to single family residences as charged within the general vicinity.

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8.03. Declaration and General Protective Covenants Run With the Land.

(a) The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of the DECLARANT or any OWNER subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then OWNERS of Plots assigned at least two-thirds (2/3) of the Property Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

8.04. Completion of Construction - Remedy.

When the construction of any structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then DECLARANT shall have the right to notify the OWNER of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of DECLARANT and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs incurred in such action as provided in Section 2.05.

8.05. Non-Liability of DECLARANT.

The DECLARANT shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provisions by any Person other than itself.

8.06. Amendment of Declaration.

In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, DECLARANT, may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration so long as the same do not substantially impair the General Development Plan.

8.07. Other Documents.

DECLARANT, FOUNDATION, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, By-Laws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

8.08. Severability.

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

8.09. Dissolution.

In the event of dissolution of the FOUNDATION, in accordance with the terms of its Articles of Incorporation, each Plot shall continue to be subject to the annual assessment specified in Article 6 and each OWNER shall continue to be personally obligated to DECLARANT or the successor or assigns of FOUNDATION as the case may be for such assessment to the extent that such assessments are required to enable DECLARANT or any such successors or assigns acquiring any real property previously owned by the FOUNDATION to properly maintain, operate and preserve it. The provisions of this Section 8.09 shall only apply with regard to the maintenance, operation and preservation of property which has been Foundation Common Area and continues to be so used, as otherwise provided for in Article 4 for the common use and enjoyment of OWNERS.

8.10. Gender.

Wherever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

8.12. Notices.

(a) To DECLARANT. Notice to DECLARANT as may be required herein shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by DECLARANT.

(b) To FOUNDATION. Notice to FOUNDATION as may be required

herein or the By-Laws of the FOUNDATION shall be in writing and delivered or mailed to the FOUNDATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by FOUNDATION.

(c) To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed recorded in the Public Records of Broward County, Florida.

8.12. Construction.

The provisions of this DECLARATION shall be liberally interpreted and construed to provide maximum flexibility consistent with the General Development Plan and the purposes set forth herein, including the Preamble.

IN WITNESS WHEREOF, SPRINGS DEVELOPMENT CORPORATION, a Florida corporation and CORAL COMMERCIAL ASSOCIATES, LTD., a Florida limited partnership d/b/a The Turtle Run Venture owners of that certain parcel of property described in the attached Exhibit "A", do hereby execute this Declaration and General Protective Covenants in their respective names by their officers or general partners.

WITNESSES:

Just S English
Nancy Russell

Maureen Winter
James A. Zager

SPRINGS DEVELOPMENT CORPORATION, a
Florida corporation and CORAL
COMMERCIAL ASSOCIATES, LTD., a
Florida limited partnership d/b/a
The Turtle Run Venture

SPRINGS DEVELOPMENT CORPORATION, a
Florida corporation

By Reuben Kowich

CORAL COMMERCIAL ASSOCIATES, LTD.,
a Florida limited partnership
By: Coral Devcorp, Inc., its
General Partner

By W. Douglas Pitts
W. Douglas Pitts, Executive
Vice President

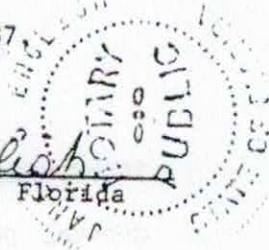
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STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SHERMAN J. KRONICK, well known to me and that he acknowledged executing the foregoing Declaration and General Protective Covenants for The Turtle Run Foundation, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, this 20th day of January, 1987.

Janet S. English
Notary Public, State of Florida



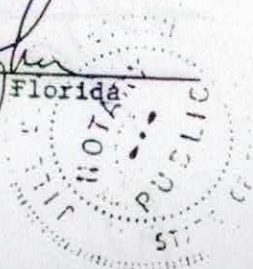
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 10, 1988
BONDED THRU GENERAL INS. UNO.

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W. DOUGLAS PITTS, well known to me and that he acknowledged executing the foregoing Declaration and General Protective Covenants for The Turtle Run Foundation, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, this 20th day of January, 1987.

L. D. S. M...
Notary Public, State of Florida



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 10, 1988
BONDED THRU GENERAL INS. UNO.

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All of Section 13, Township 48 South, Range 41 East, Broward County, Florida,

LESS THE FOLLOWING:

1) The North fifty feet (50') of said Section which has been heretofore conveyed to Broward County for road purposes by Official Records Book 2453, Page 352, of the Public Records of Broward County, Florida.

2, That certain property known as Sample Road, heretofore conveyed to the City of Coral Springs, Florida, and described as follows:

A parcel of land 110.00 feet in width in Section 13, Township 48 South, Range 41 East, Broward County, Florida, lying within 55.00 feet of the following described centerline:

COMMENCE at the southeast corner of said Section 13; thence northerly along the East line of said Section 13 a distance of 864.66 feet to the POINT OF BEGINNING of said centerline, said point also being the common corner of Sections 18 and 19, Township 48 South, Range 42 East; thence westerly along a line making an angle in the southwest quadrant of $91^{\circ} 35' 15''$ with last described course, a distance of 300.00 feet to a point of curvature; thence westerly along the arc of a curve to the left, having a central angle of $07^{\circ} 00' 00''$, a radius of 5,729.58 feet, for an arc distance of 700.00 feet to a point of tangency; thence southwesterly and tangent to said curve, a distance of 565.39 feet to a point of curvature; thence westerly along the arc of a curve to the right, having a central angle of $07^{\circ} 00' 00''$, a radius of 5,729.53 feet for an arc distance of 700.00 feet to a point of tangency; thence westerly and tangent to said curve, a distance of 1,410.76 feet to a point of curvature; thence southwesterly along the arc of a curve to the left, having a central angle of $20^{\circ} 59' 27''$, a radius of 1,909.86 feet for an arc distance of 699.70 feet to a point of tangency; thence continue southwesterly and tangent to said curve, a distance of 883.24 feet to a point of curvature; thence continue southwesterly along the arc of a curve to the right, having a central angle of $04^{\circ} 03' 37''$, a radius of 1,348.92 feet, for an arc distance of 95.59 feet to a point on the West line of said Section 13, and the termination of said described centerline.

3) That certain additional right-of-way for Wiles Road dedicated to the City of Coral Springs in the Warranty Deed recorded in Official Records Book 5450, Page 934, and Official Records Book 10881, Page 963, of the Public Records of Broward County, Florida.

4) The land conveyed for a City Park to the City of Coral Springs in the Warranty Deed, as recorded in Official Records Book 5736, Page 991 and described as follows:
(NOTE: BASED ON ASSUMED BEARINGS)

COMMENCE at the northwest corner of Section 13, Township 48 South, Range 41 East, thence South $00^{\circ} 57' 17''$ East, along the West line of said Section 13, for a distance of 55.02 feet; thence South $89^{\circ} 24' 19''$ East, along a line 55.00 feet southerly of and parallel to the North line of said Section 13 for a distance of 1,918.51 feet to the POINT OF BEGINNING; thence continue South $89^{\circ} 24' 19''$ East for a distance of 467.00 feet; thence South $00^{\circ} 35' 41''$ West for a distance of 335.06 feet to a point of curvature; thence southerly along the arc of a circular curve to the left, having a radius of 683.00 feet and a central angle of $18^{\circ} 40' 37''$, for a distance of 222.64 feet to a point of tangency; thence South $18^{\circ} 04' 56''$ East, for a distance of 125.49 feet to a point of curvature; thence southerly and southwesterly along the arc of a circular curve to the right, having a radius of 25.00 feet and a central angle of $94^{\circ} 47' 07''$, for a distance of 41.36 feet to a point of compound curvature; thence westerly along the arc of a circular curve to the right, having a radius of 960.00 feet and a central angle of $24^{\circ} 47' 49''$, for a distance of 415.48 feet to a point of tangency; thence North $78^{\circ} 30' 00''$ West, for a distance of 115.46 feet; thence North $00^{\circ} 35' 41''$ East, for a distance of 693.86 feet to the POINT OF BEGINNING.

5) The entrance feature parcels dedicated to the City of Coral Springs in the Warranty deed and recorded in Official Records Book 5736, Page 993, and described as follows:

PORTIONS of the southeast one-quarter (S.E. 4) of Section 13, Township 48 South, Range 41 East, Broward County, Florida, more fully described as follows: A strip of land 147.58 feet in width lying North of and adjacent to the North right-of-way line of Sample Road and being the West 147.58 feet of the East 247.58 feet of said Southeast one-quarter (S.E. 4); and also, A strip of land 147.58 feet in width lying South of and adjacent to the South right-of-way line of Sample Road and being the West 147.58 feet of the East 247.58 feet of said southeast one-quarter (S.E. 4).

6) Lands lying South of Sample Road:

BEGINNING at the southwest corner of said Section 13, thence North $00^{\circ} 58' 42''$ West, 205.05 feet, along the West line of said Section to its intersection with the southerly right-of-way line of Sample Road, as recorded in Official Records Book 5091, Page 290, of the Public Records of Broward County, Florida; thence along said southerly right-of-way line beginning with a nontangential curve, concave to the northwest, having a radius of 1,403.92 feet, a central angle of $04^{\circ} 36' 27''$, and a chord bearing of North $71^{\circ} 53' 38''$ East, for an arc distance of 112.90 feet; thence North $69^{\circ} 35' 24''$ East, 883.24 feet to the point of curvature of a curve to the East; thence along the arc having a radius of 1,854.86 feet and a central angle of $20^{\circ} 59' 27''$, for a distance of 679.54 feet; thence South $89^{\circ} 25' 09''$ East, 1,410.76 feet to the point of curvature of a curve to the northeast; thence along the arc having a radius of 5,704.58 feet and a central angle of $07^{\circ} 00' 00''$ for a distance of 706.72 feet; thence North $83^{\circ} 34' 51''$ East, 565.39 feet to the point of curvature of a curve to the East; thence along the arc having a radius of 5,674.58 feet and a central angle of $07^{\circ} 00' 00''$, for a distance of 693.28 feet; thence South $89^{\circ} 25' 09''$ East, 221.49 feet to the intersection of the southerly right-of-way of Sample Road with the westerly right-of-way of State Road 17, as recorded in Official Records Book 5450, Page 935 of the Public Records of Broward County, Florida; thence South $01^{\circ} 00' 24''$ East, 829.20 feet along said State Road 17 right-of-way to its intersection with the South line of Section 13; thence North $89^{\circ} 29' 09''$ West, 5,203.00 feet along said section line to the POINT OF BEGINNING.

ALL OF THE ABOVE-DESCRIBED LANDS LYING NORTH OF SAMPLE ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of Section 13, Township 40 South, Range 41 East, more particularly described as follows:

COMMENCE at the northwest corner of said Section; thence South $00^{\circ} 58' 41''$ East, along the West boundary of said Section, 60.02 feet to the POINT OF BEGINNING, said point being on the South right-of-way line of Wiles road, as described in Official Records Book 10081, Page 963, of the Public Records of Broward County, Florida; thence South $85^{\circ} 07' 46''$ East, along said right-of-way line, 534.86 feet; thence South $89^{\circ} 25' 07''$ East, along said right-of-way line, 1,385.01 feet, to a point on the boundary of the Park, as described in Official Records Book 5736, Page 991, of the Public Records of Broward County, Florida; thence South $00^{\circ} 34' 53''$ West, along said boundary, 648.86 feet; thence South $78^{\circ} 30' 48''$ East, 115.46 feet; thence easterly along the arc of a tangent curve, being concave to the North, having a radius of 960.00 feet, a delta of $24^{\circ} 47' 49''$, an arc distance of 415.48 feet to a point of compound curvature; thence northeasterly along the arc of said curve, being concave to the northwest, having a radius of 25.00 feet, a delta of $94^{\circ} 47' 07''$, an arc distance of 41.36 feet; thence North $18^{\circ} 05' 44''$ West, 125.49 feet; thence northerly along the arc of a tangent curve, being concave to the East, having a radius of 683.00 feet, a delta of $18^{\circ} 40' 37''$, an arc distance of 222.64 feet; thence tangent to said curve, North $00^{\circ} 34' 53''$ East, 290.08 feet to a point on said South right-of-way line (the last seven courses described being coincident with said Park boundary); thence South $89^{\circ} 25' 07''$ East, along said South right-of-way line, 2,816.67 feet, to a point on a line, 80.00 feet West of and parallel with the East boundary of said Section; thence South $01^{\circ} 00' 17''$ East, along said parallel line, said line also being the West right-of-way line of State Road #1, as recorded in Official Records Book 5450, Page 934, of the Public Records of Broward County, Florida, a distance of 2,541.00 feet; thence South $01^{\circ} 00' 29''$ East, along said parallel line, 1,696.83 feet to a point on the North right-of-way line of Sample Road, as described in Official Records Book 5450, Page 934, of said Public Records; thence along said North right-of-way line North $89^{\circ} 28' 49''$ West, 20.01 feet; thence North $01^{\circ} 00' 29''$ West, 147.63 feet; thence North $89^{\circ} 28' 49''$ West, 147.63 feet; thence South $01^{\circ} 00' 29''$ East, 147.63 feet to a point on the said North right-of-way line of Sample Road, (the last three courses described being coincident with the East, North, and West boundary of a parcel owned by the City of Coral Springs, according to Official Records Book 5736, Page 993, of the Public Records of Broward County, Florida); thence along said North right-of-way line, North $89^{\circ} 28' 49''$ West, 50.71 feet; thence westerly along the arc of a tangent curve, being concave to the South, having a radius of 5,784.58 feet, a delta of $07^{\circ} 00' 00''$, an arc distance of 706.72 feet; thence tangent to said curve, South $03^{\circ} 31' 11''$ West, 565.09 feet; thence westerly along the arc of a tangent curve, being concave to the North, having a radius of 5,674.58 feet, a delta of $07^{\circ} 00' 00''$, an arc distance of 693.20 feet; thence tangent to said curve, North $89^{\circ} 28' 49''$ West, 1,410.26 feet; thence southwesterly along the arc of a tangent curve, being concave to the southeast, having a radius of 1,964.86 feet, a delta of $20^{\circ} 59' 27''$, an arc distance of 719.04 feet; thence tangent to said curve, South $69^{\circ} 31' 44''$ West, 882.94 feet; thence southwesterly along the arc of a tangent curve, being concave to the northwest, having a radius of 1,293.92 feet, a delta of $03^{\circ} 23' 32''$, an arc distance of 76.61 feet to a point on the West boundary of said Section, (the last eight courses described being coincident with said North right-of-way line); thence North $00^{\circ} 58' 41''$ West, along said West boundary, 4,909.85 feet to the POINT OF BEGINNING.

TOGETHER WITH (LANDS LYING SOUTH OF SAMPLE ROAD):

That portion of said Section 13, known as Parcel "K", more particularly described as follows:

COMMENCING at the southeast corner of said Section; thence North $89^{\circ} 29' 09''$ West, along the South line of said Section 13, a distance of 3,050.04 feet to the POINT OF BEGINNING; thence North $89^{\circ} 29' 09''$ West, along the South line of said Section 13, a distance of 616.21 feet; thence North $06^{\circ} 29' 10''$ West, a distance of 205.11 feet; thence North $39^{\circ} 29' 09''$ West, a distance of 179.88 feet; thence North $00^{\circ} 30' 50''$ East, a distance of 333.98 feet to a point on the southerly right-of-way line of Sample Road, as recorded in Official Records Book 5091, Page 290, of the Public Records of Broward County, Florida; thence easterly along said southerly right-of-way line along the arc of a curve, nontangential to the last described course, bearing to the right and having a radius of 1,854.86 feet and a central angle of $03^{\circ} 32' 44''$, an arc distance of 114.78 feet to a point of tangency; thence South $89^{\circ} 25' 09''$ East, still along said southerly right-of-way line, a distance of 642.12 feet; thence South $00^{\circ} 30' 51''$ West, a distance of 678.02 feet to the POINT OF BEGINNING, less the North 2.00 feet thereof for roadway purposes, as recorded in Official Records Book 5450, Page 934, of the Public Records of Broward County, Florida.

ALSO, TOGETHER WITH (ADDITIONAL LANDS LYING SOUTH OF SAMPLE ROAD):

That portion of said Section 13, known as Parcel "L", more particularly described as follows:

BEGINNING at the southwest corner of said Section 13; thence North $00^{\circ} 58' 42''$ West, along the West line of said Section, 205.05 feet to its intersection with the southerly right-of-way line of Sample Road, as recorded in Official Records Book 5091, Page 290, of the Public Records of Broward County, Florida; thence easterly along said southerly right-of-way line, along the arc of a curve non-tangential to the last course, bearing to the left and having a radius of 1,403.92 feet and a central angle of $04^{\circ} 36' 27''$, an arc distance of 112.90 feet, to a point of tangency; thence North $69^{\circ} 35' 24''$ East along the southerly right-of-way line of said Sample Road, a distance of 883.24 feet to a point of curvature; thence easterly still along the southerly side of said Sample Road, along the arc of a curve bearing to the right, having a radius of 1,854.86 feet, a central angle of $10^{\circ} 10' 53''$, an arc distance of 329.60 feet; thence South $00^{\circ} 30' 51''$ West, a distance of 646.27 feet to a point on the south line of said

Section; thence North 89° 29' 09" West along the South line of said Section, a distance of 1,243.29 feet to the POINT OF BEGINNING, less the North 2.00 feet thereof for roadway purposes, as recorded in Official Records Book 5450, Page 934, of the Public Records of Broward County, Florida.

All of said lands lying in the City of Coral Springs, Broward County, Florida, containing 512.866 acres, more or less.

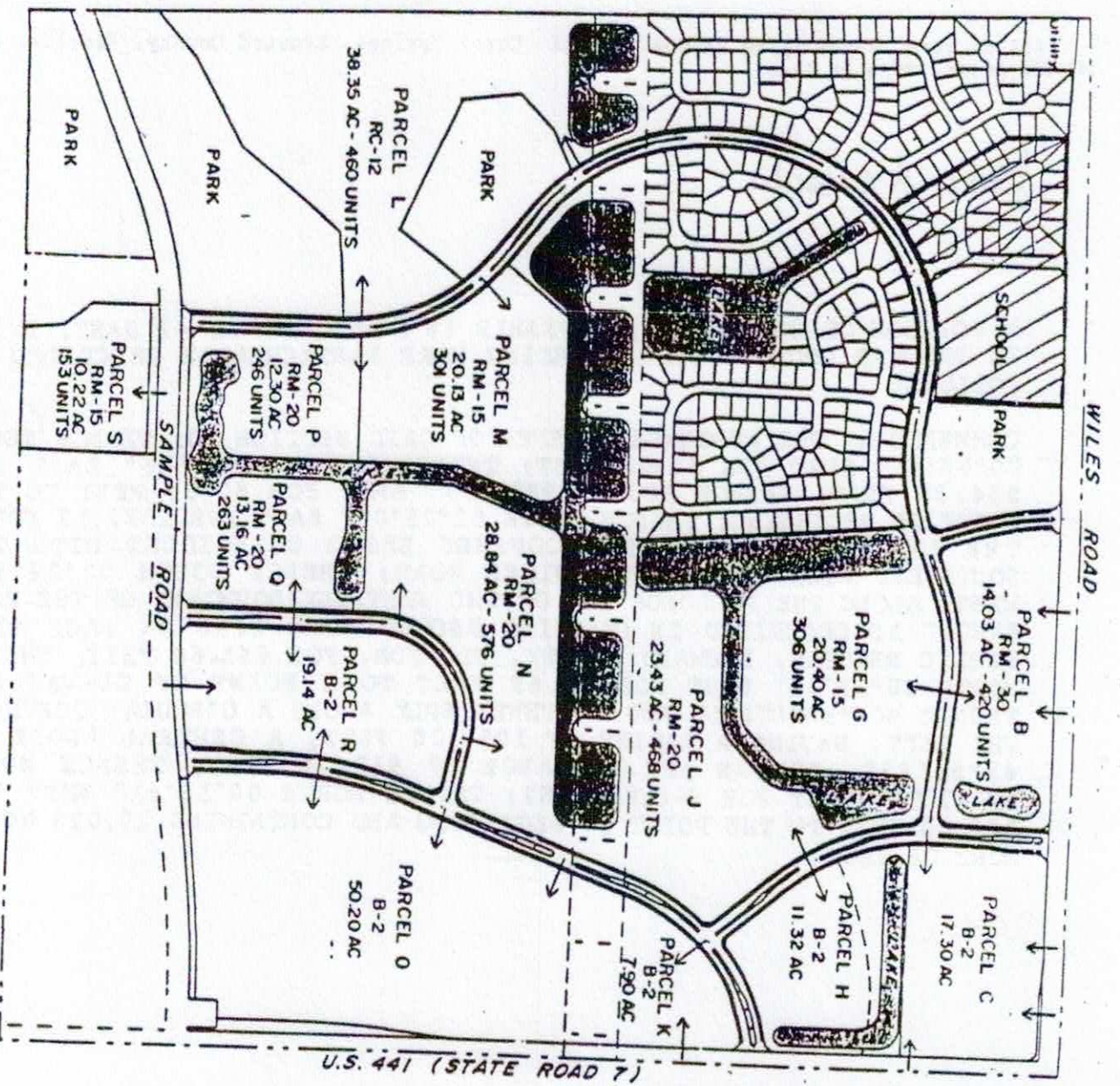
less and except:

A PORTION OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 41 EAST, LYING IN BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

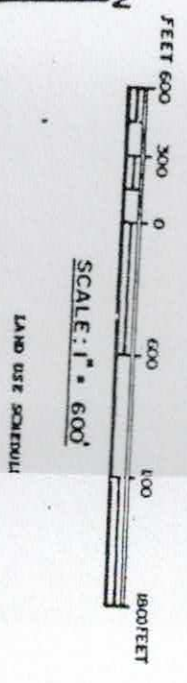
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00°58'41" EAST FOR 60.02 FEET; THENCE SOUTH 85°07'46" EAST FOR 534.86 FEET; THENCE SOUTH 89°25'07" EAST FOR 62.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°25'07" EAST FOR 1322.13 FEET, THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY FOR WILES ROAD; THENCE SOUTH 00°34'53" WEST, ALONG THE PROLONGATION OF THE WESTERLY BOUNDARY OF THE PARK PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 5736 ON PAGE 991, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, FOR 655.64 FEET; THENCE NORTH 80°25'04" WEST FOR 82.69 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1050.00 FEET, A CENTRAL ANGLE OF 49°51'42", FOR AN ARC DISTANCE OF 913.76 FEET; THENCE NORTH 32°27'55" WEST FOR 698.82 FEET; THENCE NORTH 00°58'41" WEST FOR 300.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.026 ACRES MORE OR LESS.

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EXHIBIT A
Page 3 of 3



TURTLE RUN LAND USE / ZONING PLAN



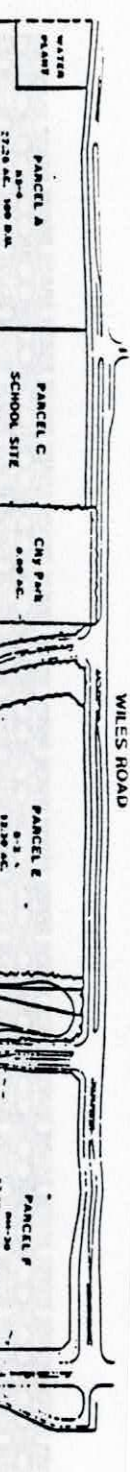
LAND USE SCHEDULE

RESIDENTIAL PARCELS	ZONING DISTRICT	AREA (AC)	DWELLING UNITS	DENSITY (DU/AC)
A, D, E & F	RS-4	89.35	213	2.37
B	RM-30	14.03	420	29.94
C	RM-15	20.40	306	15.00
D	RM-20	23.43	468	19.97
E	RC-12	38.35	460	11.99
F	RM-15	20.13	304	14.95
G	RM-20	28.84	576	19.97
H	RM-15	12.30	246	19.97
I	RM-20	13.16	263	19.97
J	RM-15	19.14	263	13.97
K	RM-15	19.14	263	13.97
L	RM-15	19.14	263	13.97
M	RM-15	19.14	263	13.97
N	RM-15	19.14	263	13.97
O	RM-15	19.14	263	13.97
P	RM-15	19.14	263	13.97
Q	RM-15	19.14	263	13.97
R	RM-15	19.14	263	13.97
S	RM-15	19.14	263	13.97
TOTAL RESIDENTIAL		278.21	3406	12.96
COMMERCIAL PARCELS				
C	B-2	17.30		
D	B-2	11.32		
E	B-2	1.90		
F	B-2	50.20		
G	B-2	19.14		
TOTAL COMMERCIAL		105.86		

*This Declaration and General Protective Covenants shall not apply to the property cross-hatched as long as that property is used as a public school site.

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B-1 to Exhibit "D"



CORAL SPRINGS SECTION 13

SENIOR CORP
MIAMI BEACH, FLA.

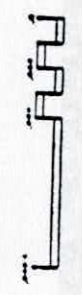
LAND USE PLAN

OFF 14098 PAGE 734
REC 14098

- LAND USE SYMBOLS
- ☐ RESIDENTIAL / RM-20
 - ☐ RESIDENTIAL / RM-20
 - ☐ RESIDENTIAL / RM-15
 - ☐ RESIDENTIAL / RM-12
 - ☐ RESIDENTIAL / RM-8
 - ☐ BUSINESS / B-2
 - ☐ ELEMENTARY SCHOOL
 - ☐ WATER PLANT
 - ☐ MAJOR ROADS
 - ☐ PARKS AND GREENWAYS
 - ☐ WATERWAYS

LAND USE SCHEDULE

LAND USE	AC	DW	AC	DW	% TOTAL AREA
RESIDENTIAL					
RM-20	23.19 AC	603 DW	278.28 AC	2023 DW	51.0%
RM-15	12.04 AC	248 DW			
RM-12	23.43 AC	278 DW			
RM-8	17.21 AC	131 DW			
BUSINESS					
B-2	20.40 AC	208 DW			
B-1	20.11 AC	153 DW			
B-3	10.11 AC	780 DW			
SCHOOL					
NC-12	28.25 AC	460 DW			
WATER PLANT					
W-1	27.26 AC	108 DW			
W-2	12.55 AC	83 DW			
W-3	28.32 AC	108 DW			
W-4	28.32 AC	108 DW			
W-5	28.32 AC	108 DW			
W-6	28.32 AC	108 DW			
W-7	28.32 AC	108 DW			
W-8	28.32 AC	108 DW			
W-9	28.32 AC	108 DW			
W-10	28.32 AC	108 DW			
W-11	28.32 AC	108 DW			
W-12	28.32 AC	108 DW			
W-13	28.32 AC	108 DW			
W-14	28.32 AC	108 DW			
W-15	28.32 AC	108 DW			
W-16	28.32 AC	108 DW			
W-17	28.32 AC	108 DW			
W-18	28.32 AC	108 DW			
W-19	28.32 AC	108 DW			
W-20	28.32 AC	108 DW			
W-21	28.32 AC	108 DW			
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W-97	28.32 AC	108 DW			
W-98	28.32 AC	108 DW			
W-99	28.32 AC	108 DW			
W-100	28.32 AC	108 DW			



B-2 to
Edut "D"
SASAKI ASSOCIATES, INC.
SEPT. 10, 1988
SA 3373

WWR