

Prepared by:
Robert Kaye & Associates, P.A.
6261 NW 6th Way, Suite 103
Ft Lauderdale, FL 33309

CERTIFICATE OF AMENDMENTS TO THE
BY-LAWS OF THE
TURTLE RUN FOUNDATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of The Turtle Run Foundation, Inc., an Exhibit to the Declaration and General Protective Covenants of The Turtle Run Venture, as described in Official Records Book 1409 at Page 742 of the Public Records of Broward County, Florida was duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 17 day of February, 2005, at Fort Lauderdale, Broward County, Florida.

By: [Signature]

Print: Chris E. Kapish

Attest: [Signature]

Print: CHRISTINE FINK

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

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of February, 2005, by Chris E. Kapish as President and Christine Fink as Secretary of The Turtle Run Foundation, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]

print DEE HENANN

State of Florida at Large

My Commission Expires:



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AMENDMENTS TO THE
BY-LAWS OF THE
TURTLE RUN FOUNDATION, INC.

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

ARTICLE IV
DIRECTORS

Section 1. GENERALLY:

There shall be a Board of Directors and all FOUNDATION powers shall be managed under the direction of the BOARD. The individual Directors shall be appointed in the manner set forth herein.

Section 3. NUMBER OF DIRECTORS:

The initial number of Directors shall be four (4), and shall be appointed by DECLARANT. Directors need not be MEMBERS. At no time shall there be less than three (3) Directors. Upon the effective date of this amendment, the BOARD shall consist of six (6) Directors, one from each NEIGHBORHOOD ASSOCIATION (for which there are four), one from the condominium(s) in the Community and one from the Commercial Properties. The size of the BOARD may be increased to seven (7) upon the affirmative vote of four (4) Directors.

Section 4. TERM:

A. ~~The terms of the initial BOARD shall be as follows:~~

~~One (1) Director shall serve a four (4) year term; one (1) Director shall serve a three (3) year term; one (1) Director shall serve a two (2) year term; and one (1) Director shall serve a one (1) year term. After completion of these initial terms a Director shall serve a four (4) year term so that each year one (1) Director will be elected.~~

B. ~~In the event any MEMBER of the BOARD shall be absent from three (3) consecutive regular meetings of the BOARD, the BOARD may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant. Each Director shall serve at the pleasure of the~~

respective Board of the NEIGHBORHOOD ASSOCIATION or CONDOMINIUM ASSOCIATIONS or COMMERCIAL PROPERTY OWNERS that have appointed them to the BOARD. It shall be up to the individual groups as to how often their representative will be changed and such change is effective upon written notification to the BOARD.

Section 6. ELECTION OF DIRECTORS:

A. ~~Election of Directors shall be by secret written ballot as is hereinafter provided. The individual receiving the largest number of votes shall be elected. Cumulative voting is prohibited.~~

B. ~~Nomination for election to the BOARD shall be made by a nominating committee. The nominating committee shall be appointed by the BOARD and consist of a chairman, who shall be a MEMBER of the BOARD, and two (2) or more other individuals who need not be MEMBERS. The nominating committee shall make as many nominations for elections to the BOARD as it shall at its discretion determine, but not less than the number of vacancies there are to be filled. Such nominations may be made among MEMBERS or NONMEMBERS.~~

C. ~~The FOUNDATION Secretary shall cause notice of each nomination to be included in the notice of the annual meeting, and shall, whenever a PLOT is controlled by a NEIGHBORHOOD ASSOCIATION, deliver a number of ballots equal to the number of PROPERTY UNITS assigned to the PLOTS.~~

D. ~~Whenever a PLOT is controlled by a NEIGHBORHOOD ASSOCIATION, MEMBER'S ballots shall be cast directly with the ASSOCIATION. It shall be the responsibility of the ASSOCIATION to tabulate the ballots and deliver the results of the voting and the ballots to the FOUNDATION Secretary, or his designee, no later than three (3) working days prior to the Annual Meeting. Any dispute as to the validity of any ballots(s) shall be resolved by the BOARD.~~

E. ~~If a PLOT is not controlled by a NEIGHBORHOOD ASSOCIATION, the vote(s) representing the PROPERTY UNIT(S) assigned to the PLOT shall be cast at the annual meeting.~~

F. ~~The BOARD may, at its discretion, supervise the casting and tabulating of any ballots in such manner as it deems advisable.~~

G. ~~All ballots shall be prepared at the discretion of the FOUNDATION~~

Secretary: The individual Directors shall be appointed or elected by the class from which they represent. It shall be within the discretion of each NEIGHBORHOOD ASSOCIATION, the CONDOMINIUM ASSOCIATIONS jointly and all Commercial Property Owners jointly to appoint their respective representatives to the BOARD from time to time. For the purpose of appointing a representative, a Committee shall be appointed by the BOARD consisting of Commercial Property Owners who shall organize the remaining Commercial Property Owners and conduct elections among the Commercial Property Owners as they deem appropriate to determine a representative to the BOARD from time to time. The Committee may establish its own organizational charter to effectuate this purpose. At the discretion of the BOARD, the FOUNDATION will fund the costs associated with the Committee.

Section 10. VACANCIES:

If any vacancy exists on the BOARD, such vacancy shall be filled by the ~~remaining Directors even though those remaining Directors might be less than a quorum~~ class which appointed the individual who has left the BOARD. Any person so elected a Director shall serve out the unexpired term of the Director who he has replaced.

Section 11. RESIGNATION AND REMOVAL OF DIRECTORS:

A. Any Director may resign at any time upon ~~thirty (30) days~~ written notice to the BOARD and/or the group which appointed that Director to the BOARD. The notice shall be delivered to the Secretary of the BOARD and shall clearly set forth the effective date of the resignation.

B. Any Director, or the entire BOARD, may be removed, with or without cause, by a ~~majority of the total number of votes entitled to be cast at a meeting of MEMBERS. Votes for the removal of a Director(s) shall be cast at a meeting called expressly for that purpose~~ that class which appointed that Director to the BOARD.

AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS

90184036 FOR TURTLE RUN

THIS AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS is made this 11th day of January, 1990 by Springs Development Corporation, a Florida corporation and Coral Commercial Associates, Ltd., a Florida limited Partnership d/b/a The Turtle Run Venture (hereinafter referred to as "Declarant") and by the Turtle Run Foundation, Inc. (hereinafter referred to as "Foundation").

W I T N E S S E T H:

WHEREAS, a Declaration and General Protective Covenants was recorded in Official Records Book 14098 at Page 742 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, the property described in Exhibit "1" attached hereto (the "Property") is subject to said Declaration; and

WHEREAS, the Declarant is the fee simple owner of the property and is conveying the same to Broward County, Florida in accordance with paragraph 4.02(a)(ii) of the Declaration; and

WHEREAS, the Broward County, Florida has requested that the Property be withdrawn from and no longer be subject to the terms and conditions of the Declaration; and

WHEREAS, Declarant and Foundation have no objection to withdrawing the Property from the effects of the Declaration.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarant and Foundation hereby declare as follows:

1. The Declarant and the Foundation, in accordance with Paragraph 8.06 of the Declaration, hereby amend the Declaration by withdrawing the Property from Exhibit "A" to the Declaration, and from this day forward, the Property is no longer bound by and is no longer subject to the terms and conditions of the Declaration.

2. All other terms and conditions of the Declaration shall continue in full force and effect.

EXECUTED THIS 11th day of January, 1990.

WITNESSES:

THE TURTLE RUN VENTURE

By: SPRINGS DEVELOPMENT CORPORATION

By: [Signature]
Vice President

Attest: [Signature]
Assistant Secretary

By: CORAL COMMERCIAL ASSOCIATES, LTD.

By: CORAL DEV CORP., INC., General Partner

By: [Signature]
Vice President

Attest: [Signature]
Secretary

SANDY MARTEL, Esq.
GUSTAFSON, STEPHENS, FERRIS, FORMAN & HALL, P.A.
540 NORTHEAST FOURTH STREET
FORT LAUDERDALE, FL 33301-1192

WILL CALL

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basic

[Handwritten initials]

THE TURTLE RUN FOUNDATION, INC.

By: Robert S. Mendale E. Brown
Vice President

Janet S. English

Attest: [Signature]
Secretary



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 Allan J. Pekor and Morris J. Watsky, well known to me to be the Vice President and Assistant Secretary, respectively, of Springs Development Corporation, and they acknowledged executing the foregoing Amendment to Declaration on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, this 11th day of January, 1990.

Janet S. English
Notary Public, State of Florida
My Commission Expires Aug. 10, 1992
BONDED THROUGH GENERAL INS. UND.

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 Elias Vassilaros and James Kurps, well known to me to be the Vice President and Secretary, respectively, of Coral Development, Inc. General Partner of Coral Commercial Associates, Ltd., and they acknowledged executing the foregoing Amendment to Declaration on behalf of the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, this 11th day of January, 1990.

[Signature]
Notary Public, State of Florida
My Commission Expires April 24, 1990
BONDED THROUGH LAWYER'S SURETY CORP.

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 Elias Vassilaros and Morris J. Watsky, well known to me to be the Vice President and Secretary, respectively, of The Turtle Run Foundation, Inc., and they acknowledged executing the foregoing Amendment to Declaration on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, this 11th day of January, 1990.

[Signature]
Notary Public, State of Florida
My Commission Expires April 27, 1990
BONDED THROUGH LAWYER'S SURETY CORP.

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LEGAL DESCRIPTION:

PARCEL L-1 OF THE PLAT ENTITLED "TURTLE RUN" AS RECORDED IN PLAT BOOK 131 AT PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT:

A PORTION OF PARCEL L-1 OF THE PLAT ENTITLED "TURTLE RUN" AS RECORDED IN PLAT BOOK 131 AT PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL L-4 OF SAID PLAT OF TURTLE RUN; THENCE NORTH $40^{\circ}36'26''$ EAST, ALONG THE EASTERLY LINE OF PARCEL L-1, A DISTANCE OF 116.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $40^{\circ}36'26''$ EAST ALONG SAID EASTERLY LINE A DISTANCE OF 112.58 FEET; THENCE NORTH $00^{\circ}15'57''$ WEST ALONG SAID EASTERLY LINE A DISTANCE OF 112.58 FEET A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH THE RADIUS BEARS SOUTH $89^{\circ}44'03''$ WEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 302.13 FEET AND A CENTRAL ANGLE OF $40^{\circ}52'23''$, A DISTANCE OF 215.52 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 30.406 ACRES, MORE OR LESS.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR

MEMO: Legibility of writing/
typing or printing unsatisfactory in
this document when microfilmed/

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3/2/86

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

Return to TURTLE RUN VENTURE
MORRIS WATSKY
700 NW 107 AVE
MIAMI, FL 33172

JAN 21 1 45 PM '87

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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

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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

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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

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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

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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, restain, 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.

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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

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

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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

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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.

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(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.

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

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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

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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.

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(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

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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.

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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

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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:

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

Just L English
Jancy Haults

By Reuben K. Kowal

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

Maureen Winter
Steven A. Zager

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. UND.

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.

Eric D. Monaghan
Notary Public, State of Florida

My Commission Expires:

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

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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 135.06 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 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.

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to Exhibit "D" 11/15

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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° 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 Miles road, as described in Official Records Book 10881, Page 963, of the Public Records of Broward County, Florida; thence South 85° 07' 46" East, along said right-of-way line, 534.86 feet; thence South 09° 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° 34' 53" West, along said boundary, 648.86 feet; thence South 78° 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° 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° 47' 07", an arc distance of 41.36 feet; thence North 18° 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° 40' 37", an arc distance of 222.64 feet; thence tangent to said curve, North 00° 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 69° 15' 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° 00' 17" East, along said parallel line, said line also being the West right-of-way line of State Road 77, 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° 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° 28' 49" West, 20.01 feet; thence North 01° 00' 29" West, 147.63 feet; thence North 89° 28' 49" West, 147.63 feet; thence South 01° 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° 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° 00' 00", an arc distance of 706.72 feet; thence tangent to said curve, South 03° 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° 00' 00", an arc distance of 693.28 feet; thence tangent to said curve, North 89° 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° 59' 27", an arc distance of 719.04 feet; thence tangent to said curve, South 69° 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° 21' 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° 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° 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° 29' 09" West, along the South line of said Section 13, a distance of 616.21 feet; thence North 06° 29' 10" West, a distance of 205.11 feet; thence North 39° 29' 09" West, a distance of 179.88 feet; thence North 00° 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° 32' 44", an arc distance of 114.78 feet to a point of tangency; thence South 89° 25' 09" East, still along said southerly right-of-way line, a distance of 642.12 feet; thence South 00° 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° 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° 36' 27", an arc distance of 112.90 feet, to a point of tangency; thence North 69° 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° 10' 53", an arc distance of 329.60 feet; thence South 00° 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 1,343.29 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 542.866 acres, more or less.

less and except:

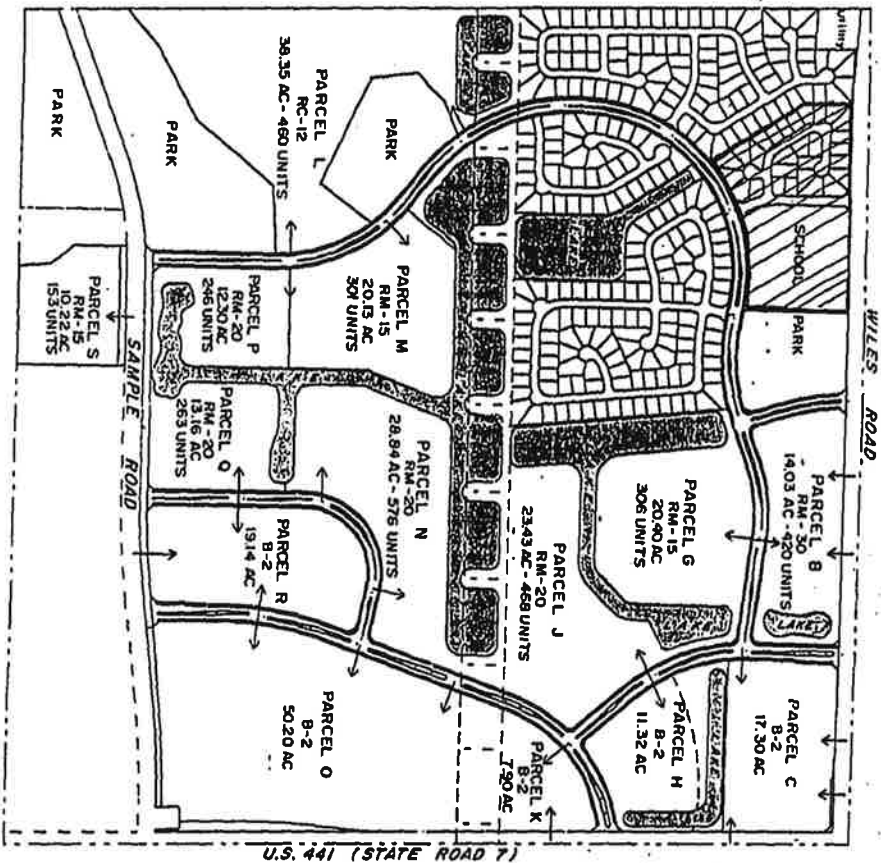
A PORTION OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 41 EAST, LYING IN BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

[Handwritten signatures and initials]



TURTLE RUN LAND USE/ZONING PLAN



LAND USE ACREAGE				
RESIDENTIAL	COMMERCIAL	INDUSTRIAL	RECREATION	OTHER
1.0	1.0	1.0	1.0	1.0
2.0	2.0	2.0	2.0	2.0
3.0	3.0	3.0	3.0	3.0
4.0	4.0	4.0	4.0	4.0
5.0	5.0	5.0	5.0	5.0
6.0	6.0	6.0	6.0	6.0
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100.0	100.0	100.0	100.0	100.0

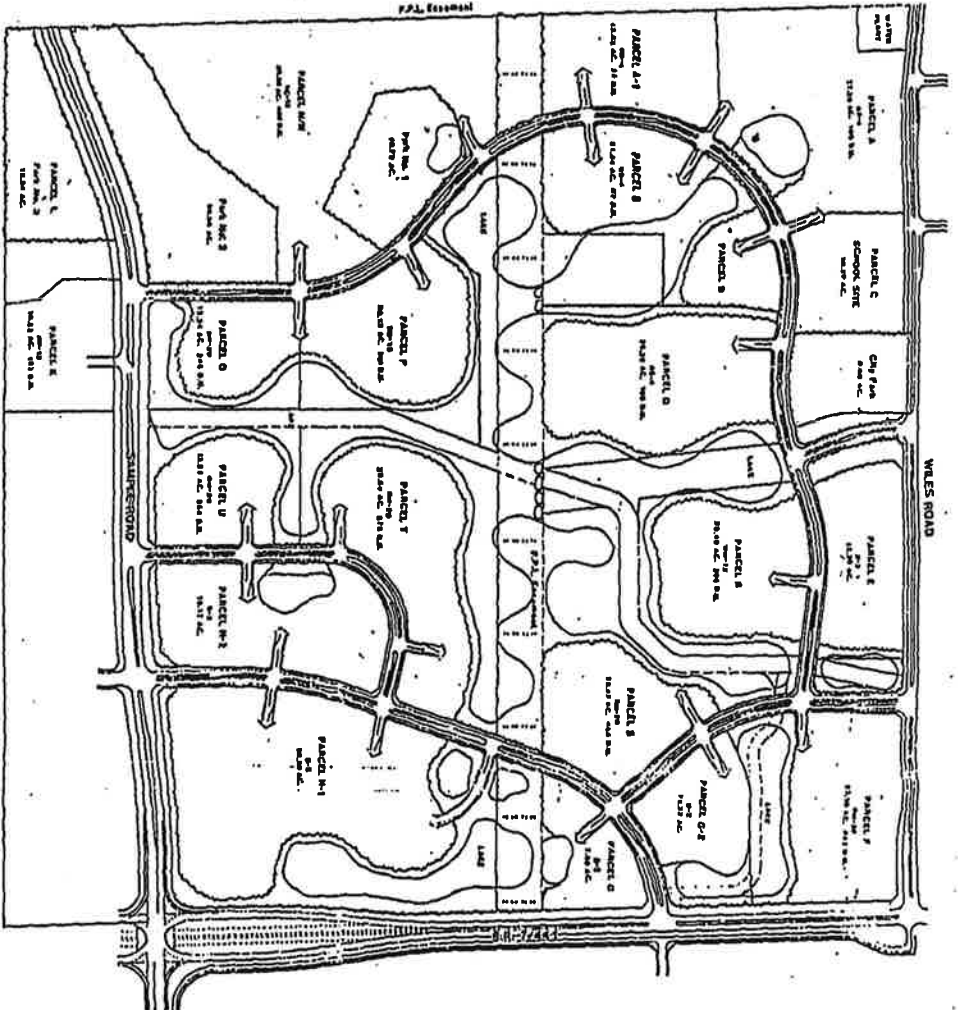
*This Declaration and General Protective Covenants shall not apply to the property cross-hatched as long as that property is used as a public school site.

B-1 to Edwif "B"

DESIGNED BY
C.C.L. CONSULTANTS, INC.
2700 PARK CENTRAL BLVD., N.W., SUITE 100, ATLANTA, GA 30329
PHONE (404) 252-1234 FAX (404) 252-1235

CORAL SPRINGS SECTION 13

SENIOR CORP
MIAMI BEACH, FLA.



LAND USE PLAN

REF 14098 PAGE 734

LAND USE SYMBOLS
<input type="checkbox"/> RESIDENTIAL / RM-20
<input type="checkbox"/> RESIDENTIAL / RM-20
<input type="checkbox"/> RESIDENTIAL / RM-15
<input type="checkbox"/> RESIDENTIAL / RM-15
<input type="checkbox"/> RESIDENTIAL / RM-4
<input type="checkbox"/> BUSINESS / B-2
<input type="checkbox"/> ELEMENTARY SCHOOL
<input type="checkbox"/> WATER PLANT
<input type="checkbox"/> MAJOR ROADS
<input type="checkbox"/> PARKS AND GARDENS
<input type="checkbox"/> WATERWAYS

LAND USE SCHEDULE

LAND USE	AC	NO	AC	NO	TOTAL
RESIDENTIAL	AC	NO	AC	NO	AC
RM-20	21.10 AC	600 DU	27.20 AC	2420 DU	21.10 AC
RM-15	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
RM-4	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
BUSINESS	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
B-2	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SCHOOL	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-1	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-2	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-3	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-4	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-5	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-6	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-7	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-8	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-9	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-10	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-11	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
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SC-36	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
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SC-47	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-48	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
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SC-67	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
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SC-82	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-83	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-84	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-85	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-86	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-87	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-88	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-89	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-90	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-91	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-92	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-93	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-94	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-95	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-96	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-97	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-98	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-99	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC
SC-100	12.24 AC	144 DU	12.24 AC	144 DU	12.24 AC



B-2 4
Edwards "D"
SALVARI ASSOCIATES, INC.
8075 N.W. 10th
MIAMI, FL 33150

WWR

Public utility work, including any
digging or planting unsatisfactory in
nature or appearance, shall be
removed and replaced with new.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

THE TURTLE RUN FOUNDATION, INC.

a corporation organized under the Laws of the State of Florida,
filed on JANUARY 20, 1987.

The document number of this corporation is N18819.

A NON PROFIT CORPORATION

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of January 1987.



CR2E022 (10-85)

George Firestone

George Firestone
Secretary of State

CR2E040 (4-84)

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N18819

8/28/86 WCH
1/19/87 WCH

ARTICLES OF INCORPORATION
FOR
THE TURTLE RUN FOUNDATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of this Corporation is:

THE TURTLE RUN FOUNDATION, INC.
(hereinafter referred to as the "FOUNDATION").

ARTICLE II

PURPOSE

The general nature, objects and purposes of the FOUNDATION are:

1. To provide for maintenance, preservation, control and operation of property within The Turtle Run Subdivision, located in the City of Coral Springs in Broward County, Florida, (the legal description of which is attached hereto as Exhibit "A") and commonly known and referred to hereafter as TURTLE RUN and such other property as may be added thereto; and
2. To acquire, construct, improve, maintain, repair, replace, insure, operate or otherwise deal with the property and improvements of every nature or kind constituting the FOUNDATION Common Area; and
3. To fix, establish, levy and collect assessments against Member's property and operate, without pecuniary profit, for the benefit of its Members; and
4. To otherwise promote the health, safety and welfare of its Members and their property within TURTLE RUN.

The general nature, objects and purposes of the FOUNDATION, as outlined above, shall be limited to the extent that the foregoing purposes are undertaken and performed by a Community Development District (CDD).

ARTICLE III

POWERS

The FOUNDATION shall have all the powers of a corporation not for profit which are not in conflict with the provisions of these Articles or prohibited by law.

ARTICLE IV

PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

The FOUNDATION shall never have nor issue any shares of stock, nor shall the FOUNDATION distribute any part of the income of the FOUNDATION, if any, to its Members, Directors or Officers. All monies and title to all properties acquired by the FOUNDATION and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of these Articles and with the By-Laws of the FOUNDATION. Nothing herein, however, shall be construed to prohibit the FOUNDATION from conferring benefits upon its Members or from making any payments or distributions to Members of monies or properties permitted by Section 617.011, Florida Statutes, or a statute of similar import. The FOUNDATION may, however, reimburse its Directors, Officers and Members for expenses authorized and approved by the Board of Directors and incurred for or on behalf of the FOUNDATION and may pay compensation in a reasonable amount to its Directors, Officers and Members for actual services rendered to the FOUNDATION, as authorized and approved by the Board of Directors.

ARTICLE V

MEMBERSHIP

The Members of the FOUNDATION shall be SPRINGS DEVELOPMENT CORPORATION, a Florida corporation and CORAL COMMERCIAL ASSOCIATES, LTD., a Florida limited partnership d/b/a The Turtle Run Venture (hereinafter "DECLARANT") and each person or entity who is a record owner of fee simple title to a Plot which has been assigned Property Units and which is subject to assessment by the FOUNDATION as shall be provided, and as those terms shall be defined, in the By-Laws and in any applicable instrument executed and recorded by DECLARANT, its successors or assigns. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to assessment by the FOUNDATION.

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ARTICLE VI

VOTING RIGHTS

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

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 a 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.

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 assigned to the Plots that it owns. The Class B Membership shall cease and be converted to Class A Membership at such time and under such circumstances as shall be provided in the By-Laws.

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.

Until such time as the original By-Laws are adopted as provided herein, the membership of the FOUNDATION shall be comprised solely of the Subscribers to these Articles, or their assigns, and each of such Subscribers or assigns shall be entitled to cast one vote on all matters in which the membership shall be entitled to vote.

ARTICLE VII

ADDITIONS OR PROPERTIES AND MEMBERSHIP

The DECLARANT may, so long as it is a Class B Member, and in its sole discretion, add land to TURTLE RUN and increase the number of Members. Such additions and increases shall extend the jurisdiction, functions, duties and membership of the FOUNDATION to such land.

ARTICLE VIII

BOARD OF DIRECTORS

The initial Board of Directors shall consist of four (4) directors appointed by the DECLARANT. The names and addresses of the initial Directors are as follows:

- | | | |
|----|--------------------|--|
| 1) | W. Douglas Pitts | 1101 Brickell Avenue, Suite 500
Miami, Florida 33131 |
| 2) | Elias Vassilaros | 1101 Brickell Avenue, Suite 500
Miami, Florida 33131 |
| 3) | Morris Watsky | 700 N.W. 107th Avenue, Suite 400
Miami, Florida 33172 |
| 4) | Sherman J. Kronick | 700 N.W. 107th Avenue, Suite 400
Miami, Florida 33172 |

The number of Directors may be either increased or decreased from time to time by the By-Laws but shall never be less than three.

At the first annual meeting and at each annual meeting thereafter the Members shall elect Directors for terms as set forth in the By-Laws. Directors need not be members of the FOUNDATION.

ARTICLE IX

OFFICERS

The Board of Directors may elect Officers from among its Members. The Officers of the FOUNDATION shall be the president, a Vice President, a Secretary, and such other Officers and Assistant Officers as may be decided upon and elected by the Board. The same person may hold two or more offices, the duties of which are not incompatible, provided, however, the office of President and Vice President shall not be held by the same person, nor the office of President, Secretary or Assistant Secretary be held by the same person. The term of each office shall be one year or until their successors are elected or appointed as provided in the By-Laws. The initial officers of the FOUNDATION who are to serve until their successors are elected or appointed as provided in the By-Laws are as follows:

- | | | |
|----|--------------------|------------------------------------|
| 1) | W. Douglas Pitts | President |
| 2) | Sherman J. Kronick | Vice President |
| 3) | Elias Vassilaros | Vice President/Assistant Secretary |
| 4) | Morris Watsky | Secretary |

ARTICLE X

TERM OF EXISTENCE

The FOUNDATION shall have perpetual existence.

ARTICLE XI

SUBSCRIBERS

The name and resident address of each Subscriber to these Articles of Incorporation is:

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- | | |
|-----------------------|--|
| 1) W. Douglas Pitts | 1101 Brickell Avenue, Suite 500
Miami, Florida 33131 |
| 2) Elias Vassilaros | 1101 Brickell Avenue, Suite 500
Miami, Florida 33131 |
| 3) Morris Watsky | 700 N.W. 107th Avenue, Suite 400
Miami, Florida 33172 |
| 4) Sherman J. Kronick | 700 N.W. 107th Avenue, Suite 400
Miami, Florida 33172 |

ARTICLE XII

BY-LAWS

The original By-Laws of the FOUNDATION shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws may be altered, amended or rescinded by resolution of the Board of Directors only in the manner provided for in the By-Laws. Such alteration, amendment or rescision of the By-Laws may not be adopted and shall not become effective without the prior written consent of the DECLARANT, for so long as it is a Member.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the FOUNDATION shall be indemnified by the FOUNDATION against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the FOUNDATION, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the FOUNDATION. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIV

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

In the absence of fraud, no contract or other transaction between the FOUNDATION and any other person, firm, association, corporation or partnership

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shall be affected or invalidated by the fact that any Director or Officer of the FOUNDATION is pecuniarily or otherwise interested in, or is a director, member or officer of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of the FOUNDATION for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such firm, association, corporation or partnership.

ARTICLE XV

DISSOLUTION

The FOUNDATION may be dissolved in the following manner:

1. A resolution to that effect has been approved by not less than three-fourths (3/4) of the members of the Board of Directors;
2. The resolution has been approved by not less than three-fourths (3/4) of the Members, and by the DECLARANT for so long as it is a Member, (a) at a meeting called at least in part for that purpose upon lawful notice; or (b) by the execution of a written instrument; and
3. An appropriate decree has been filed as set forth in Section 617.05, Florida Statutes, or a statute of similar import.

ARTICLE XVI

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the FOUNDATION all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the FOUNDATION, without the receipt of other than nominal consideration, by the DECLARANT, shall be returned in fee simple and without encumbrances to the DECLARANT, whether or not it is a Member at the time of such dissolution, unless it refuses to accept the conveyance in whole or in part.
2. Property determined by the Board of Directors to be appropriate for dedication to an applicable governmental agency or utility shall be dedicated to such agency or utility. In the event that such dedication is

refused acceptance, such property shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the FOUNDATION.

3. Any remaining assets shall be distributed among the Members subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined as may be provided in the By-Laws, or in the absence of such provision, in accordance with his voting rights.

4. No disposition of FOUNDATION property shall be effective to divest or diminish any right or title of any Member vested in him under a deed or other recorded instrument applicable to the Plot owned by such Member unless made in accordance with provisions of such deed or instrument.

ARTICLE XVII

AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by three-quarters (3/4) of the Board of Directors or as provided in the By-Laws, subject to the following restrictions:

1. So long as there is a Class B membership, each amendment of these Articles must be first approved in writing by the Class B Member. Thereafter, each such amendment must be approved by an aggregate majority vote of the Class A and C Members combined.

2. No amendment of these Articles shall be effective which impairs or dilutes any right or title of a Member vested in him under a deed or other recorded instrument applicable to the Plot in TURTLE RUN owned by such Member unless made in accordance with provisions of such deed or instrument.

3. Notwithstanding the foregoing provisions of this Article, no amendment to these Articles may be adopted or become effective without the prior written consent of the DECLARANT, while it is a Member of the FOUNDATION.

ARTICLE XVIII

GENDER

Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

REGISTERED AGENT AND REGISTERED OFFICE

IN WITNESS WHEREOF, I, the undersigned subscribers, W. DOUGLAS PITTS,
SHERMAN J. KRONICK, ELIAS VASSILAROS and MORRIS WATSKY have signed these
Articles this 19 day of January, 1987.

W. DOUGLAS PITTS

Sherman J. Kronick
SHERMAN J. KRONICK

ELIAS VASILLAROS

MORRIS WATSKY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, this 19th day of January, 1987.

Notary Public, State of Florida at Large
My Commission Expires Aug. 4, 1990
Bonded thru Maynard Bonding Agency

Dorcas A. Ziegler
NOTARY PUBLIC, State of Florida
at Largo
4, 1990
g Agency

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REC

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SHERMAN J. KRONICK, well known to me and that he acknowledged executing the foregoing Articles of Incorporation of THE TURTLE RUN FOUNDATION, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, this 19th day of January, 1987.

My Commission Expires:

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

Robert S. English
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ELIAS VASSILAROS, well known to me and that he acknowledged executing the foregoing Articles of Incorporation of THE TURTLE RUN FOUNDATION, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, this 19th day of January, 1987.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 4, 1990
Bonded thru Maynard Bonding Agency

Arnell D. Maynard
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MORRIS WATSKY, well known to me and that he acknowledged

executing the foregoing Articles of Incorporation of THE TURTLE RUN
FOUNDATION, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal at Dade County, Florida, this 19th day of January, 1987.

Janet S. Brinkley
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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REC

CERTIFICATE ACCEPTING DESIGNATION

AS

REGISTERED AGENT

FILED

DEC 20 11:22

I HEREBY CERTIFY that I have accepted the designation as Registered Agent of THE TURTLE RUN FOUNDATION, INC., and agree to serve as its agent to accept service of process within this State at its Registered Office, 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172.


MORRIS WATSKY

Dated: January 19, 1987

8/28/86 WCH
1/19/87 WCH

BY-LAWS OF THE TURTLE RUN FOUNDATION, INC.

ARTICLE I

GENERAL

Section 1. NAME:

The name of the corporation is THE TURTLE RUN FOUNDATION, INC., a Florida corporation not for profit, hereinafter referred to as FOUNDATION.

Section 2. LOCATION OF PRINCIPAL OFFICE:

The principal office of the FOUNDATION shall be located at: 700 N.W. 107th Avenue, Miami, Florida 33172 or at such other place as may be established by resolution of the Board of Directors of the FOUNDATION.

Section 3. DEFINITIONS:

All terms which are defined in the DECLARATION AND GENERAL PROTECTIVE COVENANTS for TURTLE RUN shall be used herein with the same meanings as defined in said DECLARATION. Additional definitions are as follows:

A. "ASSESSMENT" or "ASSESSMENTS" shall mean and refer to any charge imposed by the FOUNDATION on any or all OWNERS including but not limited to: Annual Assessments and Special Assessments for Capital Improvements.

B. "BOARD" shall mean and refer to the Board of Directors of THE TURTLE RUN FOUNDATION, INC.

Section 4. CORPORATE SEAL:

The seal of the FOUNDATION shall have inscribed thereon the name of the corporation, the year of its organization, and the words "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE II

MEMBERSHIP

Section 1. CLASSES OF MEMBERSHIP:

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

A. "Class A" shall mean and refer to the Class of membership which includes all MEMBERS owning residential property in TURTLE RUN with the exception of Springs Development Corporation and Coral Commercial Associates, Ltd., d/b/a The Turtle Run Venture and their successor(s) and assign(s) (hereinafter "DECLARANT") so long as they are the Class B MEMBER. One vote may be cast for each PROPERTY UNIT assigned to a PLOT of which one or more Class A MEMBERS are the OWNERS.

B. "Class B" The Class B MEMBERS shall be the DECLARANT. For so long as they are the Class B MEMBER, the DECLARANT may cast five (5) votes for each PROPERTY UNIT assigned to the PLOTS that it owns. The Class B Membership shall cease and be converted to Class A and Class C Membership as provided in Section 5.02 of the DECLARATION.

C. "Class C" The Class C Members shall be all Members owning commercial property in TURTLE RUN with the exception of the DECLARANT. One vote may be cast for each Business Unit owned by said Member; said Business Unit being

THIS INSTRUMENT PREPARED BY:



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

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equal to each one-tenth (1/10) of an acre of any commercial or institutional Plot.

D. The number of PROPERTY UNITS to be assigned to any PLOT shall be according to the General Development Plan prepared by the DECLARANT for the Property, as same may be amended from time to time. Once a Plot has been platted, the number of Property Units applicable to the Plot will be adjusted in accordance with the actual number of units platted.

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.

SECTION 3. SUSPENSION OF MEMBERSHIP:

A. The BOARD may at any time suspend a Class A or C MEMBER'S membership in the FOUNDATION:

1. For the period of time during which an ASSESSMENT against the MEMBER remains unpaid after the date it is due and payable; or

2. For a period not to exceed sixty (60) days during or after any infraction of the FOUNDATION'S rules and regulations by a MEMBER and/or by any person(s) to whom he has expressly or impliedly delegated his FOUNDATION privileges; or

3. For misuse, abuse, or intentional destruction of FOUNDATION property, either real or personal.

B. During any period of suspension, the MEMBER shall have no vested right or privilege of, in, or to the assets, functions, affairs or franchises of the FOUNDATION. However, unless the MEMBER is absent from Broward County, State of Florida, his membership shall not be suspended until the MEMBER has had an opportunity to be heard.

C. Suspension of any MEMBER'S membership shall only be a suspension of his rights and privileges to the use of FOUNDATION COMMON AREA (except legal access) and participation in FOUNDATION affairs, including voting. A suspension shall in no way impair the enforceability of any ASSESSMENT or lien therefor, or the authority of the FOUNDATION to assess and collect any future ASSESSMENT and lien.

Section 4. EVIDENCE OF MEMBERSHIP:

Adequate records shall be maintained by the FOUNDATION showing the names of the MEMBERS, their addresses, the number of PROPERTY UNITS owned by each MEMBER, the date of membership and such other information as the BOARD shall require.

Section 5. TRANSFER OF MEMBERSHIP:

No MEMBER may transfer his FOUNDATION membership. When a MEMBER ceases to be an OWNER, such person's membership shall cease, but such person, shall remain liable for all ASSESSMENTS and charges incurred prior to the giving of written notice to the FOUNDATION Secretary that such person is no longer an OWNER or until the transfer of ownership, whichever occurs last.

Section 6. RIGHTS AND PRIVILEGES OF MEMBERS:

A. Every MEMBER, subject to the payment of ASSESSMENTS and applicable provision of these BY-LAWS and other GOVERNING DOCUMENTS, shall have the right to:

1. Vote by proxy, or have his vote cast by his Association Representative, at the Annual Meeting or Special Meetings of MEMBERS, subject to Article III, Section 6 hereof; and
2. Serve on the BOARD; and
3. Serve on FOUNDATION committees; and

4. Attend FOUNDATION meetings, but the FOUNDATION shall have no obligation to notify individual MEMBERS of such meetings, provided that notice is provided to the respective Associations.

Further, each MEMBER is expected and encouraged to take an active interest in FOUNDATION affairs and to participate therein.

B. Every MEMBER in good standing shall have the privilege of using the FOUNDATION COMMON AREA.

Section 7. DELEGATION OF RIGHTS:

A. Any MEMBER may delegate his privilege to use the FOUNDATION COMMON AREA TO:

1. Members of his or her family;
2. Guests and business invitees; and
3. Business and residential tenants who reside or work in or on the MEMBER'S PLOT.

Section 8. FOUNDATION COMMON AREA USE GUIDELINES:

A. The BOARD shall develop and promulgate rules, regulations and guidelines for the use of FOUNDATION COMMON AREAS.

B. The policy guidelines shall include:

1. Procedures;
2. Aspects and objectives; and
3. Principles and standards for use regulation.

They may include typical specific practices that are generally acceptable. The policy guidelines are intended to assist MEMBERS and their tenants and guests in the ongoing process of community use. They may be modified and supplemented from time to time, on due notice to the MEMBERS, by the BOARD.

Section 9. TEMPORARY EXEMPTION:

The BOARD may issue temporary permits to exempt any prohibitions expressed or implied by the provisions of these BY-LAWS or BOARD adopted regulations, provided the person affected can show good cause and acts in accordance with the adopted guidelines.

Section 10. TRANSFER OF FOUNDATION COMMON AREA:

In the event the FOUNDATION determines to dedicate or transfer all or any part of the FOUNDATION COMMON AREA to any public agency, authority, utility or Community Development District, the written consent of The Class B MEMBER must be obtained so long as it is a Class B MEMBER.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. ANNUAL MEETINGS:

A. The first Annual Meeting of MEMBERS shall be held within one year from the date of incorporation and thereafter shall be held annually on the same day and month. The Board of Directors meeting shall occur immediately after the Annual Meeting of Members.

B. If the day for the Annual Meeting shall be a legal holiday in the State of Florida, the meeting shall be held at the same hour on the first day following which is not a legal holiday in the State of Florida or weekend day.

C. The BOARD may change the date or time of the Annual Meeting by a duly adopted resolution and by giving notice to the MEMBERS as provided herein.

Section 2. SPECIAL MEETINGS:

A. Special Meetings of the MEMBERS may be called for any purpose at any time by:

1. The Class B MEMBER; or
2. Written petition setting forth the purpose of the Special Meeting and signed by one-fourth of the Class A and C MEMBERS in good standing; or
3. By two or more members of the BOARD.

B. At any Special Meeting no business not stated in the notice of the meeting shall be conducted.

Section 3. PLACE OF MEETINGS:

All meetings of MEMBERS shall be held in Broward County, State of Florida at such location as is established by the BOARD.

Section 4. QUORUM:

A. The presence at any Meeting of Association representatives consisting of in the aggregate one-third of the PROPERTY UNITS assigned to all MEMBERS, entitled to vote, shall constitute a quorum.

B. No Meeting of MEMBERS at which official action of the FOUNDATION is to be discussed or voted on shall be conducted unless a representative of the Class B MEMBER is present or the Class B MEMBER has waived, in writing, its presence. Any action taken in violation of the Section shall be null and void at the option of the Class B MEMBER.

C. If a quorum is present, the affirmative vote of a majority of the votes cast at the meeting shall be the act of the MEMBERS.

D. After a quorum has been established at a Meeting of the MEMBERS, the subsequent withdrawal of any representative(s) of PROPERTY UNITS owned by Class A and C MEMBERS, so as to reduce the number of PROPERTY UNITS represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Section 5. REPRESENTATION AT MEETINGS:

A. Whenever a PLOT is governed by a NEIGHBORHOOD ASSOCIATION, the ASSOCIATION shall have the responsibility for designating one of its members to:

1. Represent the members of that particular ASSOCIATION at FOUNDATION meetings; and
2. Cast the votes for the PROPERTY UNITS assigned to the PLOT; and
3. Keep the Secretary of the FOUNDATION informed of changes in the ownership of dwelling units as they occur.

B. If a PLOT is yet not governed by a NEIGHBORHOOD ASSOCIATION, the OWNER of the PLOT shall be represented at the meetings of the FOUNDATION membership either personally or by proxy.

Section 6. METHOD OF VOTING:

A. One (1) vote may be cast for each PROPERTY UNIT assigned to a PLOT of which one or more Class A MEMBERS are the OWNERS regardless of the number of PERSONS who have an ownership interest in the PROPERTY UNIT or the manner in which title is held by them.

B. The Class B MEMBER shall be entitled to cast five (5) votes for each PROPERTY UNIT assigned to a PLOT owned by the Class B MEMBER.

C. The Class C MEMBERS shall be entitled to cast one (1) vote for each Business Unit assigned to a PLOT owned by the Class C MEMBER.

D. Whenever a PLOT is owned by Class A MEMBERS or owned by Class C MEMBERS and controlled by 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 responsibility 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 any 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.

E. Whenever a PLOT is owned solely by a Class A MEMBER or is owned solely by a Class C MEMBER, the vote of such Class A or C MEMBER shall be cast either by the MEMBER personally or his (its) proxy.

F. Whenever a PLOT is owned by two (2) or more persons, the OWNERS thereof shall have the responsibility and obligation to delegate one (1) of the OWNERS as the individual authorized to cast the votes for that PLOT. All such delegations shall be in writing and signed by all OWNERS of record. The written delegation shall be delivered to the FOUNDATION Secretary no later than ten (10) calendar days prior to the date of the meeting at which the vote(s) will be cast. Any delegation shall remain in effect until ownership of the PLOT is transferred or until a new written delegation is delivered to the FOUNDATION Secretary. Failure to file the written designation shall result in the vote(s) of the MEMBER being voidable at the option of the Chairman of the BOARD.

Section 7. PROXIES:

A. Except as otherwise provided in section 7(C) of this Article, every Class A MEMBER and every Class C MEMBER entitled to vote at a meeting of MEMBERS, or his duly authorized attorney-in-fact, may authorize another person to act for him by proxy.

B. Every proxy must be in writing and signed by the MEMBER, or his attorney-in-fact, and delivered to the FOUNDATION Secretary no later than ten (10) calendar days prior to the date of the meeting at which the proxy is to be exercised. The Secretary of the FOUNDATION may waive the ten (10) day requirement upon a showing of good cause.

C. Unless otherwise stated in the proxy, no proxy shall be valid after the expiration of eleven (11) months from the date of execution. However, in no case shall a proxy be valid for a period in excess of three (3) years from the date of execution.

Section 8. NOTICE OF MEETINGS:

A. MEMBERS Entitled to Cast Their Votes Directly With The FOUNDATION

Written notice of the place, date and hour of the meeting, and in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, to each MEMBER entitled to cast his vote directly with the FOUNDATION. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. Mail, addressed to the MEMBER at his address as it appears on the records of the FOUNDATION, with postage prepaid.

B. MEMBERS Whose PLOT Is Controlled by a NEIGHBORHOOD ASSOCIATION:

Whenever a PLOT is controlled by a NEIGHBORHOOD ASSOCIATION, written notice of a meeting shall be delivered to the individual designated by the ASSOCIATION to receive FOUNDATION notices. Thereafter, it shall be the responsibility of the ASSOCIATION to notify the OWNERS of all PROPERTY UNITS assigned to the PLOT. The notice to the ASSOCIATION shall be delivered no less than thirty (30) days prior to the meeting. Provided, however, in the

case of a Special Meeting, notice may be delivered to the ASSOCIATION as late as ten (10) days prior to the date of the meeting where circumstances so dictate.

ARTICLE IV

DIRECTORS

Section 1. GENERALLY:

There shall be a Board of Directors and all FOUNDATION powers shall be exercised by or under the authority of, and the business and affairs of the FOUNDATION shall be managed under the direction of the BOARD.

Section 2. POWERS:

The BOARD shall have the authority to:

- A. Manage and control the affairs of the FOUNDATION.
- B. Adopt a corporate seal as the seal of the FOUNDATION.
- C. Appoint and remove in its sole discretion all officers, agents and employees of the FOUNDATION, prescribe their duties, fix their compensation and require of them such security of fidelity bond as it may deem expedient. Nothing contained in these BY-LAWS shall be construed to prohibit the employment of any MEMBER, Officer or Director of the FOUNDATION in any capacity whatsoever.
- D. Establish, levy and assess, and collect any ASSESSMENT provided for by these BY-LAWS or other GOVERNING DOCUMENTS, but only to the extent that any Assessment by the Community Development District fails to cover certain expenses with regard to the Foundation Common Areas or Foundation Easement Areas.
- E. Designate a banking institution(s) as depository(ies) for FOUNDATION funds, and the Officer(s) authorized to make withdrawals therefrom and to execute obligations on behalf of the FOUNDATION.
- F. Perform other acts the authority for which has been granted herein or by law, including the borrowing of money for FOUNDATION purposes. A resolution by the BOARD that the interests of the FOUNDATION require the borrowing for a proper corporate purpose shall be required. The BOARD may, if it determines that the same shall be reasonably necessary, and it obtains the written approval of DECLARANT while it is a Class B MEMBER, assign, pledge, mortgage or encumber any FOUNDATION property as security for such borrowings, and they may pledge or assign future revenues of the FOUNDATION as security therefor.
- G. Adopt such rules and regulations relating to the use of FOUNDATION COMMON AREA, and sanctions, including the ASSESSMENT of reasonable fines, for noncompliance therewith, as it may deem necessary for the best interest of the FOUNDATION and its MEMBERS. The BOARD may also establish and levy reasonable fees for the issuance of permits for erecting or placing improvements on any FOUNDATION COMMON AREA or for the use of FOUNDATION COMMON AREA.
- H. Cause the FOUNDATION to employ sufficient personnel to adequately perform the responsibilities of the FOUNDATION.
- I. Negotiate and adopt agreements with any PERSONS for the purpose of insuring that FOUNDATION COMMON AREA is properly maintained and cared for.
- J. Adopt reasonable rules of order for the conduct of the meetings of the FOUNDATION and with reference thereto, on procedural questions upon which no rules have been adopted, the ruling of the Chairman of the meeting shall be final.
- K. Select the officers of the FOUNDATION.
- L. Establish committees of the FOUNDATION and appoint the members

thereof. It may assign to such committees such responsibilities and duties not inconsistent with the provisions of these BY-LAWS or with law as it may deem appropriate.

M. In order to facilitate the business of the FOUNDATION and to further the interests of its MEMBERS, the BOARD may enter into agreements with any PERSONS, including DECLARANT, relating to the orderly transfer of property from said PERSON to the FOUNDATION or from the FOUNDATION to a Community Development District or other governmental authority which shall have the obligation to maintain the COMMON AREAS of the FOUNDATION and such other matters as the BOARD may deem appropriate. Such agreements may contain such provisions as the BOARD may in their discretion and judgment feel are appropriate. However, the existence of such agreements and provisions and terms shall be made known to the MEMBERS in such manner as the BOARD deems appropriate, but in no event, later than the next annual meeting following execution of such contract or agreements.

N. Perform all other acts not inconsistent with these BY-LAWS or with law and necessary for the proper functioning of the FOUNDATION.

Section 3. NUMBER OF DIRECTORS:

The initial number of Directors shall be four (4), and shall be appointed by DECLARANT. Directors need not be MEMBERS. At no time shall there be less than three (3) Directors.

SECTION 4. TERM:

A. The terms of the initial BOARD shall be as follows:

One (1) Director shall serve a four (4) year term; one (1) Director shall serve a three (3) year term; one (1) Director shall serve a two (2) year term; and one (1) Director shall serve a one (1) year term. After completion of these initial terms a Director shall serve a four (4) year term so that each year one (1) Director will be elected.

B. In the event any MEMBER of the BOARD shall be absent from three (3) consecutive regular meetings of the BOARD, the BOARD may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director of be vacant.

Section 5. QUALIFICATIONS OF DIRECTORS:

A Director shall be a least twenty-one (21) years of age and need not be a MEMBER.

Section 6. ELECTIONS OF DIRECTORS:

A. Election of Directors shall be by secret written ballot as is hereinafter provided. The individual receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

B. Nomination for election to the BOARD shall be made by a nominating committee. The nominating committee shall be appointed by the BOARD and consist of a chairman, who shall be a MEMBER of the BOARD, and two (2) or more other individuals who need not be MEMBERS. The nominating committee shall make as many nominations for elections to the BOARD as it shall at its discretion determine, but not less than the number of vacancies there are to be filled. Such nominations may be made among MEMBERS or NONMEMBERS.

C. The FOUNDATION Secretary shall cause notice of each nomination to be included in the notice of the annual meeting, and shall, whenever a PLOT is controlled by a NEIGHBORHOOD ASSOCIATION, deliver a number of ballots equal to the number of PROPERTY UNITS assigned to the PLOT.

D. Whenever a PLOT is controlled by a NEIGHBORHOOD ASSOCIATION, MEMBER'S ballots shall be cast directly with the ASSOCIATION. It shall be the responsibility of the ASSOCIATION to tabulate the ballots and deliver the results of the voting and the ballots to the FOUNDATION Secretary, or his designee, no later than three (3) working days prior to the Annual Meeting. Any dispute as to the validity of any ballot(s) shall be resolved by the BOARD.

E. If a PLOT is not controlled by a NEIGHBORHOOD ASSOCIATION, the vote(s) representing the PROPERTY UNIT(S) assigned to the PLOT shall be cast at the Annual Meeting.

F. The BOARD, may in its discretion, supervise the casting and tabulating of any ballots in such manner as it deems advisable.

G. All ballots shall be prepared at the discretion of the FOUNDATION Secretary.

Section 7. MEETINGS OF THE BOARD:

The BOARD shall meet at least annually. Special meetings of the BOARD may be called by the PRESIDENT and shall be held at such place as the call or notice of the meeting shall designate. Notice of a special meeting may be given in writing or orally at least twenty-four (24) hours prior to the date of said special meeting, or notice thereof may be waived by the Directors in writing. After adoption of a resolution setting forth the times of regular meetings, no notice of such meetings shall be required, but notice of special meeting of the BOARD shall be given.

Section 8. ACTION BY BOARD WITHOUT MEETING:

Unless prohibited by law, any action which may be taken at a meeting of the BOARD may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors is filed in the minutes of the proceedings of the BOARD. Such consent shall have the same effect as a unanimous vote.

Section 9. QUORUM:

A majority of the Directors shall constitute a quorum to transact business of the BOARD, and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the BOARD.

Section 10. VACANCIES:

If any vacancy exists on the BOARD, such vacancy shall be filled by the remaining Directors even though those remaining Directors might be less than a quorum. Any person so elected a Director shall serve out the unexpired term of the Director who he has replaced.

Section 11. RESIGNATION AND REMOVAL OF DIRECTORS:

A. Any Director may resign at any time upon thirty (30) days written notice to the BOARD. The notice shall be delivered to the Secretary of the BOARD and shall clearly set forth the effective date of the resignation.

B. Any Director, or the entire BOARD, may be removed, with or without cause, by a majority of the total number of votes entitled to be cast at a meeting of MEMBERS. Votes for the removal of a Director(s) shall be cast at a meeting called expressly for that purpose.

ARTICLE V

OFFICERS AND MANAGER

Section 1. OFFICERS:

The officers of the FOUNDATION shall be the President, one or more Vice-Presidents, the Secretary, the Treasurer and such other officers and assistant officers as the BOARD may from time to time elect. Officers shall serve at the pleasure of the BOARD. Any two (2) or more offices may be held by the same person, except that the President may hold no other office. Officers need not be MEMBERS of the FOUNDATION nor Directors.

Section 2. PRESIDENT:

The President shall be the chief executive officer of the FOUNDATION, except as otherwise determined by the BOARD, and he shall be vested with the

powers and duties generally incident to the office of President of a non-profit corporation, except as otherwise determined by the BOARD, or as may be otherwise set forth in these BY-LAWS. The President may also serve as Manager of the FOUNDATION.

Section 3. EXECUTIVE VICE-PRESIDENT AND VICE-PRESIDENT:

In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President and Vice-President are empowered to act and shall thereupon be vested with the powers and duties of the President. In the event that there is more than one Vice-President, the BOARD shall establish the order in which they serve. There shall only be one Executive Vice President.

Section 4. SECRETARY:

The Secretary of the FOUNDATION shall keep the minutes of the business and other matters transacted at the meetings of the MEMBERS and of the BOARD. He shall mail, or cause to be mailed, all notices required under the BY-LAWS. He shall have the custody of the corporate seal and records and maintain a list of MEMBERS and their addresses, and perform all other duties incident to the office of Secretary or designated to him by the BOARD or these BY-LAWS.

Section 5. TREASURER:

The Treasurer shall have custody of the funds of the FOUNDATION collect monies due, pay the obligations of the FOUNDATION out of its funds, and perform such other duties as are incident to the office of the Treasurer.

Section 6. TERM:

The term of each officer shall be for one year and until any successor officer is elected and qualified to hold office.

Section 7. REMOVAL OF OFFICERS

Any officer may be removed, with or without cause when, in the judgment of the BOARD, the best interests of the FOUNDATION will be served by such removal. Removal shall be accomplished by a majority vote of the BOARD.

Section 8. COMPENSATION:

The compensation of officers, if any, shall be as provided by resolution of the BOARD.

Section 9. MANAGER:

A. At such time as the BOARD deems advisable, the BOARD may appoint a Manager who shall be the chief administrative official of the FOUNDATION. He shall be responsible to the BOARD for the administration of all FOUNDATION offices and affairs placed in his charge by the BOARD.

B. Upon appointment of the Manager, the BOARD shall, by resolution, determine the compensation, powers, duties, obligation and responsibilities of the Manager.

ARTICLE VI

BUDGET

Section 1. FISCAL YEAR:

The FOUNDATION Fiscal Year shall be as set by resolution of the BOARD.

Section 2. PREPARATION OF BUDGET:

A. It shall be the responsibility of the FOUNDATION Treasurer to annually prepare a proposed budget for the next Fiscal Year.

B. The Treasurer shall, no later than sixty (60) days prior to the first

day of the Fiscal Year, deliver the proposed budget to the BOARD for their consideration.

Section 3. ADOPTION OF BUDGET:

A. At least thirty (30) days in advance of the start of each Fiscal Year, the BOARD shall adopt an annual budget. It shall also set the millage rate to be used to determine the amount of the annual ASSESSMENT to be assessed against each PLOT.

B. Upon request, the Secretary of the BOARD shall make the budget available for inspection by any MEMBER during reasonable hours.

Section 4. ANNUAL AUDIT:

Annually, the Treasurer of the FOUNDATION shall prepare an annual financial statement for the FOUNDATION which shall be part of the FOUNDATION'S annual report, the responsibility for which rests with the BOARD. A copy of such report shall be made available to all MEMBERS.

ARTICLE VII

ASSESSMENTS

Section 1. ASSESSMENTS:

Each OWNER is obligated to pay, to the FOUNDATION, ASSESSMENTS which are the personal obligation of the OWNER and are secured by a continuing lien upon the property against which the ASSESSMENT is made.

The assessments described herein shall only apply to the extent the purposes outlined herein are not undertaken by the Community Development District.

Section 2. ANNUAL ASSESSMENTS:

A. Purpose:

ASSESSMENTS levied by the FOUNDATION shall be used:

1. To promote the health, safety and welfare of the OWNERS and tenant in the PROPERTIES; and
2. For the improvement, maintenance, protection, insurance and operation of the FOUNDATION COMMON AREA, FOUNDATION equipment and facilities, and dedicated public rights-of-way, and for any other properties to which the FOUNDATION has easement rights for maintenance, drainage, landscaping, etc.; and
3. For such other purposes as permitted by the GOVERNING DOCUMENTS.

They shall be adequate to: finance the operations and activities of the FOUNDATION; satisfactorily maintain, protect and operate the FOUNDATION COMMON AREA, FOUNDATION equipment and facilities, and dedicated public rights-of-way; and establish and maintain adequate repair and replacement reserves.

B. Imposition of Annual Assessments

1. Commencing January 1, 1987 and on the first day of each Fiscal Year thereafter, there may be assessed against each PLOT an Annual Assessment.

2. The FOUNDATION 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:

- (a) 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 PLOTS subject to assessments and their improvements; or

(b) The amount of the Annual Assessment shall be on a per unit basis with all units paying a full share.

3. By resolution, the BOARD shall establish:

- (a) The date on which Annual Assessments are due and payable;
- (b) The place for payment; and
- (c) The method of payment.

4. The BOARD may by resolution establish:

- (a) A discount for payment of Annual Assessments prior to the due date; and
- (b) Payment of the Annual Assessment in installments.

5. The FOUNDATION will determine the number of units for assessments purposes as follows:

(a) The number of units which are subject to an Annual Assessment shall vary depending upon whether the land is zoned residential or commercial. In the event that the land is zoned residential then in such event the number of units which are subject to an Annual Assessment shall be based upon the number of units which have been platted on the particular parcel of property. In the event that the particular parcel has not yet been platted, then in such event the number of units which are subject to an Annual Assessment shall be equal to the maximum number of units for which that parcel is zoned, as the number may be reduced by restrictions imposed by DECLARANT;

(b) The number of units which are subject to an Annual Assessment on commercial property shall be based upon five (5) units per commercially zoned acre of land; and

(c) Once the total unit count has been determined from the above methods, this count will then be divided into the current year's budget as adopted by the BOARD to determine a per unit assessment.

Section 3. SPECIAL ASSESSMENTS:

A. In addition to the Annual Assessments, the BOARD may levy, in any Fiscal Year, a Special Assessment for Capital Improvements (Special Assessment) which shall defray, in whole or in part, the cost of acquisition, construction, reconstruction, repair or replacement:

- 1. FOUNDATION COMMON AREA;
- 2. FOUNDATION equipment or facilities;
- 3. Dedicated public rights-of-way;
- 4. Water retention areas; and
- 5. Any additional lands to which the FOUNDATION has rights (e.g. easements).

B. Special Assessments shall be levied only against those PLOTS benefited thereby.

C. The amount of any Special Assessment to be levied against an individual PLOT shall be determined by resolution of the BOARD after consultation with the FOUNDATION Treasurer.

Section 4. DECLARANT'S ASSESSMENTS:

A. Notwithstanding any other provision of these BY-LAWS, the amount of any Annual Assessment to be paid by DECLARANT in any given year shall be:

1. 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

2. 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 OWNER.

B. Within ninety (90) days after the end of each fiscal year the Treasurer of the FOUNDATION shall deliver to DECLARANT a statement of actual expenses compared to budgeted expenses. Within thirty (30) days of receipt of the statement, DECLARANT shall file a written statement with the Treasurer of the FOUNDATION informing the FOUNDATION which of the above two (2) options it has elected. Not later than thirty (30) days after filing the statement, DECLARANT shall pay the applicable amount.

Section 5. PAYMENT OF ASSESSMENTS BY NEIGHBORHOOD ASSOCIATIONS:

In the event that 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 ASSESSMENTS and other charges, provided however, that the FOUNDATION may, in its sole discretion, elect to collect due and unpaid 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.

Section 6. EXEMPT PROPERTIES:

All properties designated to be, or dedicated to, and accepted by the FOUNDATION, Community Development District (CDD), Broward County or any local public authority shall be exempt from the ASSESSMENTS created herein, except no land improvements devoted to dwelling use shall, be exempt from said ASSESSMENTS. The BOARD may, in its sole discretion, by resolution exempt any religious, charitable, or non-profit property from any and all ASSESSMENTS.

Section 7. NONPAYMENT OF ASSESSMENTS:

Any ASSESSMENT not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate permitted by Florida law. The FOUNDATION may bring an action at law against the OWNER personally obligated to pay the same, or foreclose the lien against the property. An OWNER against whom any such proceeding is successfully brought shall pay all costs of the same, including reasonable attorney's fees. No OWNER may waive or otherwise escape liability for the ASSESSMENTS provided for herein by non-use of the FOUNDATION COMMON AREA or abandonment of his PLOT.

Section 8. PRIORITY OF LIEN:

Conveyance of any PLOT shall not affect any lien for ASSESSMENTS provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of ASSESSMENTS.

Section 9. PROOF OF PAYMENT:

Upon request, the FOUNDATION Secretary shall furnish a statement certifying that all ASSESSMENTS then due have been paid or indicating the amount then due.

Section 10. SUSPENSION:

The FOUNDATION shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any OWNER, or to any persons claiming under them, unless and until all ASSESSMENTS and charges to which they are subject have been paid.

Section 11. RESALE OF PLOTS:

When a firm contract for sale of a PLOT has been entered, the OWNER shall notify the FOUNDATION Secretary in writing. Thereupon, the Secretary shall prepare a Certificate of Assessment Payment stating the amount of any and all unpaid ASSESSMENTS. This certification shall be delivered to the place of closing. Outstanding ASSESSMENTS and charges, if any, shall be deducted from the seller's account at the closing and transmitted directly to the FOUNDATION.

ARTICLE VIII

COMMITTEES

Section 1. CREATION:

The BOARD shall have the authority to create such committees as it deems advisable. The purpose, authority, composition, term of membership eligibility for membership and all other organizational matters of any committee shall be as established by resolution of the BOARD.

Section 2. RECORDS:

All committees shall maintain accurate and complete records and minutes of their meetings and promptly file with the FOUNDATION Secretary copies of all minutes, agendas, resolutions and other papers.

ARTICLE IX

INDEMNIFICATION OF
OFFICERS AND DIRECTORS

Section 1. INDEMNIFICATION:

Every Director and every Officer of the FOUNDATION shall be indemnified by the FOUNDATION against all expenses and liability including reasonable attorney fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the FOUNDATION, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the BOARD approves such settlement and reimbursement as being in the interests of the FOUNDATION. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X

MISCELLANEOUS

Section 1. AMENDMENT:


These BY-LAWS may be amended by a majority vote of the BOARD except that so long as DECLARANT is an active MEMBER of this FOUNDATION its prior written consent must be obtained.

Section 2. FOUNDATION INFORMATION:

The books and records of the FOUNDATION as well as the other GOVERNING DOCUMENTS shall be open to examination by any MEMBER during reasonable business hours as determined from time to time by the BOARD.

The preceding BY-LAWS were adopted by the FOUNDATION'S subscribers and ratified and confirmed by its initial Board of Directors this 19 day of January, 1987.


W. DOUGLAS PITTS


SHERMAN J. KRONICK


ELIAS VASSILAROS


MORRIS WATSKY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF 14098 PAGE 810

GOVERNING
DOCUMENTS

TURTLE RUN
FOUNDATION

5/2/05

Prepared by:
Robert Kaye & Associates, P.A.
6261 NW 6th Way, Suite 103
Ft Lauderdale, FL 33309

INSTR # 104752190
OR BK 39101 Pages 804 - 807
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BROWARD COUNTY COMMISSION
DEPUTY CLERK 3075
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CERTIFICATE OF AMENDMENTS TO THE
BY-LAWS OF THE
TURTLE RUN FOUNDATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of The Turtle Run Foundation, Inc., an Exhibit to the Declaration and General Protective Covenants of The Turtle Run Venture, as described in Official Records Book 1409 at Page 742 of the Public Records of Broward County, Florida was duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 17 day of February, 2005, at Coconut Grove, Broward County, Florida.

By: [Signature]

Print: Chris J. Kapish

Attest: [Signature]

Print: CHRISTINE FINK

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of January, 2005, by Chris J. Kapish as President and Christine Fink as Secretary of The Turtle Run Foundation, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]

print DEE HENANN

State of Florida at Large

My Commission Expires:



DEE HENANN
MY COMMISSION # DD 158124
EXPIRES: February 14, 2007
Bonded Thru Budget Notary Services

AMENDMENTS TO THE
BY-LAWS OF THE
TURTLE RUN FOUNDATION, INC.

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

ARTICLE IV
DIRECTORS

Section 1. GENERALLY:

There shall be a Board of Directors and all FOUNDATION powers shall be managed under the direction of the BOARD. The individual Directors shall be appointed in the manner set forth herein.

. . .

Section 3. NUMBER OF DIRECTORS:

The initial number of Directors shall be four (4), and shall be appointed by DECLARANT. Directors need not be MEMBERS. At no time shall there be less than three (3) Directors. Upon the effective date of this amendment, the BOARD shall consist of six (6) Directors, one from each NEIGHBORHOOD ASSOCIATION (for which there are four), one from the condominium(s) in the Community and one from the Commercial Properties. The size of the BOARD may be increased to seven (7) upon the affirmative vote of four (4) Directors.

Section 4. TERM:

A. ~~The terms of the initial BOARD shall be as follows:~~

~~One (1) Director shall serve a four (4) year term; one (1) Director shall serve a three (3) year term; one (1) Director shall serve a two (2) year term; and one (1) Director shall serve a one (1) year term. After completion of these initial terms a Director shall serve a four (4) year term so that each year one (1) Director will be elected.~~

B. ~~In the event any MEMBER of the BOARD shall be absent from three (3) consecutive regular meetings of the BOARD, the BOARD may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant. Each Director shall serve at the pleasure of the~~

respective Board of the NEIGHBORHOOD ASSOCIATION or CONDOMINIUM ASSOCIATIONS or COMMERCIAL PROPERTY OWNERS that have appointed them to the BOARD. It shall be up to the individual groups as to how often their representative will be changed and such change is effective upon written notification to the BOARD.

. . . .

Section 6. ELECTION OF DIRECTORS:

A. ~~— Election of Directors shall be by secret written ballot as is hereinafter provided. The individual receiving the largest number of votes shall be elected. Cumulative voting is prohibited.~~

B. ~~— Nomination for election to the BOARD shall be made by a nominating committee. The nominating committee shall be appointed by the BOARD and consist of a chairman, who shall be a MEMBER of the BOARD, and two (2) or more other individuals who need not be MEMBERS. The nominating committee shall make as many nominations for elections to the BOARD as it shall at its discretion determine, but not less than the number of vacancies there are to be filled. Such nominations may be made among MEMBERS or NONMEMBERS.~~

C. ~~— The FOUNDATION Secretary shall cause notice of each nomination to be included in the notice of the annual meeting, and shall, whenever a PLOT is controlled by a NEIGHBORHOOD ASSOCIATION, deliver a number of ballots equal to the number of PROPERTY UNITS assigned to the PLOTS.~~

D. ~~— Whenever a PLOT is controlled by a NEIGHBORHOOD ASSOCIATION, MEMBER'S ballots shall be cast directly with the ASSOCIATION. It shall be the responsibility of the ASSOCIATION to tabulate the ballots and deliver the results of the voting and the ballots to the FOUNDATION Secretary, or his designee, no later than three (3) working days prior to the Annual Meeting. Any dispute as to the validity of any ballots(s) shall be resolved by the BOARD.~~

E. ~~— If a PLOT is not controlled by a NEIGHBORHOOD ASSOCIATION, the vote(s) representing the PROPERTY UNIT(S) assigned to the PLOT shall be cast at the annual meeting.~~

F. ~~— The BOARD may, at its discretion, supervise the casting and tabulating of any ballots in such manner as it deems advisable.~~

G. ~~— All ballots shall be prepared at the discretion of the FOUNDATION~~

Secretary. The individual Directors shall be appointed or elected by the class from which they represent. It shall be within the discretion of each NEIGHBORHOOD ASSOCIATION, the CONDOMINIUM ASSOCIATIONS jointly and all Commercial Property Owners jointly to appoint their respective representatives to the BOARD from time to time. For the purpose of appointing a representative, a Committee shall be appointed by the BOARD consisting of Commercial Property Owners who shall organize the remaining Commercial Property Owners and conduct elections among the Commercial Property Owners as they deem appropriate to determine a representative to the BOARD from time to time. The Committee may establish its own organizational charter to effectuate this purpose. At the discretion of the BOARD, the FOUNDATION will fund the costs associated with the Committee.

. . . .

Section 10. VACANCIES:

If any vacancy exists on the BOARD, such vacancy shall be filled by the ~~remaining Directors even though those remaining Directors might be less than a~~ quorum class which appointed the individual who has left the BOARD. Any person so elected a Director shall serve out the unexpired term of the Director who he has replaced.

Section 11. RESIGNATION AND REMOVAL OF DIRECTORS:

A. Any Director may resign at any time upon ~~thirty (30) days~~ written notice to the BOARD and/or the group which appointed that Director to the BOARD. The notice shall be delivered to the Secretary of the BOARD and shall clearly set forth the effective date of the resignation.

B. Any Director, or the entire BOARD, may be removed, with or without cause, by a ~~majority of the total number of votes entitled to be cast at a meeting of MEMBERS. Votes for the removal of a Director(s) shall be cast at a meeting called expressly for that purpose~~ that class which appointed that Director to the BOARD.

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DECLARATION

WILL CALL
DAVID G. MURRAY, ESQ.
P. O. BOX 2427
FT. LAUDERDALE, FL 33303

THIS DECLARATION, made on the date hereinafter set forth by Springs Development Corporation, a Florida corporation and Coral Commercial Associates, Ltd., a Florida Limited Partnership d/b/a The Turtle Run Venture, hereinafter referred to as "Developer";

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "the Project"); and

WHEREAS, Developer has established a land use plan for the Project and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Project hereafter committed to a land use plan and to this end does hereby subject the Project to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as TURTLE RUN PARCEL G HOMEOWNERS ASSOCIATION, INC. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Project shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the terms and conditions of the Declaration and General Protective Covenants recorded in Official Records Book 14098 at Page 742 of the Public Records of Broward County, Florida and subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Turtle Run Parcel G Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part hereof by this

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reference as Exhibits "B" and "C" is a copy of the Articles of Incorporation and By-Laws, respectively, for the Association.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "The Project" shall mean and refer to that certain real property legally described in Exhibit "A" attached hereto and made a part hereof, and such additional lands that may be subjected to this Declaration by annexation.

Section 4. "Common Areas" shall mean all real property owned, or to be owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Common Expenses" means all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:

A. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Areas, or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements and alterations.

B. Expenses of obtaining, repairing or replacing personal property in connection with any Common Areas or the performance of the Association's duties.

C. Expenses incurred in connection with the administration and management of the Association.

D. Common water, sewer, trash removal, and other common utility, governmental, or similar services for the Units which are not separately metered or charged to the Owners, or which the Association determines to pay in common in the best interest of the Owners.

E. Expenses declared to be Common Expenses by the provisions of this Declaration, or by the Articles or By-Laws.

Section 6. "Common Surplus" means the excess of all receipts of the Association over the amount of the Common Expenses.

Section 7. "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 Dade County, Florida, its successors and assigns.

Section 8. "Private Drives" shall mean and refer to that portion of the Common Areas owned, or to be owned by the Association and used for pedestrian and vehicular access.

Section 9. "Lot" shall mean and refer to those Lots shown upon the recorded subdivision Plat or Plats of the Project with the exception of the Common Areas, and on which shall be built Units.

Section 10. "Unit" shall mean and refer to a single family attached or detached housing unit built or to be built upon a Lot.

Section 11. "Developer" 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 joint venture, presently having its principal place of business in Dade County, Florida, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer 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 Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 12. "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional type lender, or the Developer, holding a mortgage on a Unit or Units.

Section 13. "Public Areas" shall mean all lands owned by the State of Florida, Broward County, Florida, any city, district or municipality which, to the extent permitted by governmental authority, are to be maintained by the Association.

Section 14. "County" shall mean Broward County, Florida.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. All provisions of this Declaration, the plat or plats of the Project, and the Articles of Incorporation and By-Laws of the Association;

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B. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Areas;

C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Areas;

D. The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

E. The right of the Association to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed upon in an instrument signed by two-thirds (2/3) of the members of the Association and said instrument has been recorded.

F. The right of the Association to make additions, alterations or improvements to the Common Areas, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of two-thirds (2/3) of the votes of the Owners shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessments for Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Areas, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Developer owns any portion of the subject Property, Developer shall have the right to make any additions, alterations or improvements to the Common Areas as may be desired by Developer in its sole discretion from time to time, at Developer's expense.

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Section 2. Easements.

A. An exclusive easement for the unintentional encroachment by any building, Unit or other improvements upon any Common Areas caused by or resulting from the original construction of improvements or the repair or replacement of same, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching building, Unit or other improvement, to the extent of such encroachment.

B. Easements are hereby reserved for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the Owners of the Project, and their tenants, guests and invitees.

C. The Common Areas shall be, and the same is hereby declared to be, subject to a perpetual non-exclusive easement in favor of all Owners in the Project from time to time, and their tenants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

D. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, are hereby reserved over and across all roads existing from time to time within the Project, and over, under, on and across the Common Areas, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Project. Also, easements are hereby reserved as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the Project, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any Lot which serve any other portion of the Project shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the Owner of the Lot. An Owner shall do nothing on his Lot which interferes with or impairs the utility services using these easements. The Board or its designee shall

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have a right of access to each Lot and Unit to inspect, maintain, repair or replace the utility service facilities contained under the Lot and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and, except in the event of an emergency, entry into any Unit shall be made with reasonable notice to the Owner.

E. Developer (so long as it owns any Lots) and the Association, on their behalf and on behalf of all Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Areas in favor of the Owners in the Project and their tenants, guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Project in favor of the Association and/or the Owners in the Project and their tenants, guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the association may deem desirable for the proper operation and maintenance of the Project, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reason or purpose. So long as such additional easements will not unreasonably and adversely interfere with the use of Lots for dwelling purposes, no joinder of any Owner or any mortgagee of any Lot shall be required or, if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the joinder of the Owners and Institutional Lenders of Lots so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

F. Developer reserves and shall have an easement over, upon, across and under the Project as may be reasonably required in connection with the development, construction, sale and promotion of the Project or any portion thereof.

G. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat(s). Within these easements, no structure (excluding drives and walks), planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

No obstructions such as gates, fences, etc., which will prevent emergency access shall be directed in any easement strip for fire fighting access purposes. The Association is hereby granted an easement over each Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Association.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the appropriate By-Laws, his right of enjoyment to the Common Areas, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 4. Permitted Uses. The Common Areas shall be restricted to the following uses:

A. The Common Areas, now and forever, shall be restricted hereby such that they shall be maintained as open space for the recreation, use and benefit of the Owners, including as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use except as herein described.

B. The Private Drives, now and forever, shall be restricted such that they shall be used for the benefit of the Owners, their tenants, invitees and guests as and for the common access, ingress and egress and as an easement and right-of-way for the construction, operation and maintenance of utility services and drainage facilities. The Private Drives shall be kept free and clear of obstructions, except as is reasonable for construction, operation and maintenance of traffic and speed controls.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Lot which is subject to assessment.

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

Class A: Class "A" members shall be all Owners of Units with the exception of the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they

among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B: Class "B" member(s) shall be the Developer, which shall be entitled to five¹ (5) votes for each Unit or Lot on which no Unit is constructed, owned by the Developer. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership;
or
- (b) on December 31, 1997;
or
- (c) At an earlier date than (a) or (b) above, at the option of Developer.

ARTICLE IV

COVENANT FOR MAINTENANCE

Section 1. The Association shall at all times maintain the Common Areas, including, but not limited to, the Private Drives, entrance features and both sides of the wall to be built along Turtle Run Boulevard. The Association may contract with the Foundation to provide for the operation and maintenance of the Common Areas.

Section 2. Access - For the purpose of performing the maintenance authorized by this Article and Article X hereof, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot(s) at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a Lot, other than the Developer, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, 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 costs and reasonable attorneys' fees, shall also be the personal obligation of the person who as the Owner of such Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Project and for the improvement and maintenance of the Common Areas including the Private Drives, the entrance features and both side of the wall to be built along Turtle Run Boulevard.

Section 3. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association, through a two-thirds (2/3) vote of its Board of Directors, may levy in any assessment year a special assessment against an Owner(s) to the exclusion of other Owners for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, if any, or (ii) the costs of work performed by the Association in accordance with Article X hereof. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure proceedings and interest. Any Special Assessment levied hereunder shall be due and payable within the time specified by the Board of Directors in the action imposing such Assessment.

Section 4. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month after conveyance of the first Lot by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Failure to fix the amounts of the annual assessments within the time period set forth above would not preclude the Board of Directors from fixing the assessment at a later date. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Association, may be collected on a

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quarterly or monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 5. Exempt Property. All properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 6. Notice and Quorum For Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members not less than ten (10) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast one-third (33-1/3%) of all the votes of the total membership shall constitute a quorum.

Section 7. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to the Assessment, based upon a fraction, the numerator of which is 1 and the denominator of which shall be the number of Lots subject to Assessments at the time the budget is adopted.

Section 8. Foundation Assessments. The Association shall, unless otherwise directed by the Foundation, have the duty and responsibility for collecting from its Members, and timely remitting to the Foundation, any and all Foundation Assessments and other charges. The Foundation may impose a lien against each Owner's Lot for the payment of such assessments and charges which are due and unpaid.

ARTICLE VI

DEFAULT

Section 1. Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular

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Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

Section 2. Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all special assessments for Common Expenses, and/or for all other Assessments payable to the Association.

Section 3. Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Lot is located, stating the description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all assessments or other moneys owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

Section 4. Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement and/or

foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

Section 5. Rental and Receiver. If an Owner remains in possession of his Unit and the claim of lien of the Association against his Unit is foreclosed, the court, in its discretion, may require the Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.

Section 6. Subordination of Lien. The lien of the Association shall be superior to all other liens, save and except tax liens and any institutional mortgage recorded prior to the recording of a claim of lien by the Association, provided such mortgage secures an indebtedness which is initially amortized in monthly or quarter-annual payments over a period of not less than 10 years (provided, however, that any such mortgage may provide for changes in the interest rate and changes in the payments resulting therefrom, negative amortization, or for payment in full prior to such 10 year period). Where any person obtains title to a Lot pursuant to the foreclosure of such a mortgage, or where the holder of such a mortgage accepts as deed to a Lot in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for any Assessments or for other moneys owed to the Association which are chargeable to the former owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other moneys are Common Expenses collectible from all of the owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments for Common Expenses and such other expenses as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage as described above, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law, or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other moneys due and owing by the former owner to the Association, and shall not be

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entitled to occupancy of the Unit or enjoyment of the Common Areas, or of the recreational facilities as same may exist from time to time, until such time as all unpaid Assessments and other moneys have been paid in full.

Section 7. Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other moneys owed to the Association, to any third party.

Section 8. Unpaid Assessments Certificate. Within 15 days after written request by any Owner or any Institutional Lender holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Lender a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

Section 9. Non-Monetary Defaults. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other moneys) of any of the provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

- A. Impose a fine against the Owner or tenant as provided in Section 10 hereof; and/or
- B. Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- C. Commence an action to recover damages; and/or
- D. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is

not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the Project is located.

Section 10. Fines. The amount of any fine shall be determined by the Board, and shall not exceed Twenty-five (\$25.00) Dollars for the first offense, Fifty (\$50.00) Dollars for a second similar offense, and Seventy-five (\$75.00) Dollars for a third or a subsequent similar offense. Any fine shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within 10 days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board shall conduct a hearing within 30 days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than 10 days written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and produce evidence on his behalf. At the hearing the Board shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine levied against an Owner shall be deemed an assessment, and if not paid when

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due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable.

Section 11. Responsibility of an Owner for Occupants, Tenants, Guests and Invitees. Each Owner shall be responsible for the negligent or willful acts and omissions of any person residing in his Unit, and for all guests and invitees of the Owner or any such resident, and in the event the negligent or willful acts or omissions of any of the foregoing or the Owner shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles or the By-Laws, by any resident of any Unit, or any guest or invitee of any Owner or any resident of a Unit, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

ARTICLE VII

ANNEXATION

Section 1. Annexation Of Property. Land may be annexed to the Property with the consent of two-thirds (2/3) of the Members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of the County in which the land to be annexed is located.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein, including a change of the building exterior paint color, be made within the individual's lot line or property line until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Board, or by an architectural control committee composed of three (3) or more representatives appointed by the Board ("Committee"). In the event said Board or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been

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submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits.

Section 2. No Liability. The Association or the designated Committee shall not be liable to any Owner in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any plans or specifications by the Association or its designated Committee shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Association or its designated Committee shall not be liable for any deficiency, or any injury resulting from a deficiency, in such plans and specifications.

Section 3. Remedy for Violations. In the event this Article IX is violated in that alteration, addition, improvement, or change is made without first obtaining the approval of the Association or its designated Committee, or is not made in strict conformance with any approval granted by the Association or its designated Committee, the Association or its designated Committee shall specifically have the right to injunctive relief to require the Owner to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the Association or its designated Committee, or the Association or its designated Committee may pursue any other remedy available to it. In connection therewith, the Association or its designated Committee shall have the right to enter onto any Lot and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration. Notwithstanding anything contained within this Declaration to the contrary, the Association or its designated Committee shall have the exclusive authority to enforce the provisions of this paragraph.

Section 4. Architectural Control Vested in Developer. Notwithstanding the foregoing, so long as Developer owns any Lot, Unit, or any portion of the Project, architectural control shall be vested in Developer

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and not the Association, and during such period all referenced contained in the subparagraph to the Association shall be deemed to refer to Developer provided, however, that at any time Developer may assign its right of architectural control to the Association by a written assignment.

ARTICLE IX

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an Owner of any Lot in the properties shall fail to maintain the exterior of his Unit, other than those portions of the Unit to be maintained by the Association, in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon.

The cost of such exterior maintenance shall be assessed against the subject Lot and such assessment shall be a charge on the land and shall be a continuing lien upon the Lot. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the owner(s) of the Lot.

ARTICLE X

CONVEYANCE OF COMMON OPEN SPACE TO ASSOCIATION

Section 1. Conveyance of Common Areas. Those parcels of Common Areas which are now subject to this Declaration shall be conveyed to the Association by the Developer prior to the time the first Unit or Lot is conveyed by the Developer.

The Association shall be obliged to accept such conveyances of Common Areas from the Developer.

Section 2. Conveyance of Common Areas by Other Than Developer. Any party other than the Developer may also convey title to any property owned by such party, or any easement or interest therein, to the Association as a Common Areas, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the Property is located.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Execution of Documents Required by Broward County, Florida.

The Developer's plan for the development of the Project may require from time to time the execution of certain documents required by the Broward County, Florida. To the extent that said documents require the joinder of any or all property owners in the Project, each of said Owners, by virtue of his acceptance of a deed to his Unit, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

Section 2. Enforcement. The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Court costs and reasonable attorneys' fees for a proceeding at law to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owners of seventy-five percent (75%) or more of the Lots, and thereafter by an instrument signed by the Owners of a majority or more of the Lots. Notwithstanding the above, Developer shall have the right to amend this Declaration to clarify any ambiguities or conflicts. Any Amendment must be recorded.

Section 6. Developer Amendment Privilege. Notwithstanding anything to the contrary set forth in Section 4 of this Article XII, the Developer may amend any provision of this Declaration without the approval or joinder of the Owners or the Association, if required to do so to comply with the Rules and Regulations of the Federal National Mortgage Association, the Federal

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Housing Administration, the Veterans Administration or any other similar governmental institutional agency which desires to hold, insure or guaranty a mortgage on all or any part of the Project.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 30th day of November, 1988.

Susan M. Gaoz-Hare

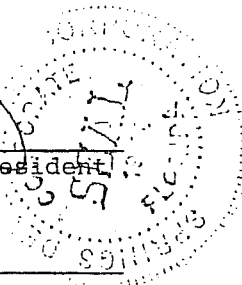
Janet S. English

SPRINGS DEVELOPMENT CORPORATION,
a Florida corporation

By: [Signature]

Stuart Miller, Vice President

Date: November 30, 1988



Maureen Truante

Robert J. Mendola

CORAL COMMERCIAL ASSOCIATES, LTD.,
a Florida limited partnership

By: Coral Devcorp., Inc., its
General Partner

By: [Signature]

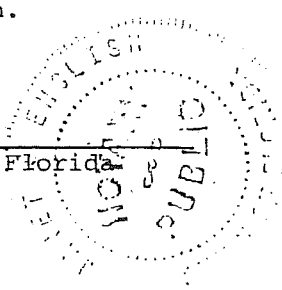
W. Douglas Pitts, Executive
Vice President

Date: November 1, 1988

STATE OF FLORIDA
COUNTY OF DADE

The foregoing Declaration was acknowledged before me this 30th day of November, 1988, by Stuart Miller, the Vice President of Springs Development Corporation, a Florida corporation, on behalf of the corporation.

Janet S. English
Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 10, 1992
BONDED THRU GENERAL INS. UND.

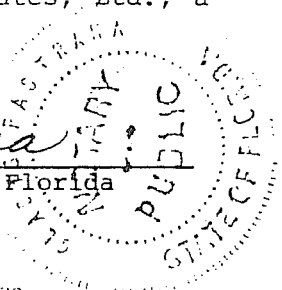


STATE OF FLORIDA
COUNTY OF DADE

Dec. The foregoing Declaration was acknowledged before me this 1st day of November, 1988, by W. Douglas Pitts, the Executive Vice President of Coral Devcorp., Inc., as General Partner of Coral Commercial Associates, Ltd., a Florida limited partnership, on behalf of the partnership.

Gladya Pastrana
Notary Public, State of Florida
My Commission Expires:

My Commission Expires: Aug. 10, 1992
Bonder thru General Insurance Agency



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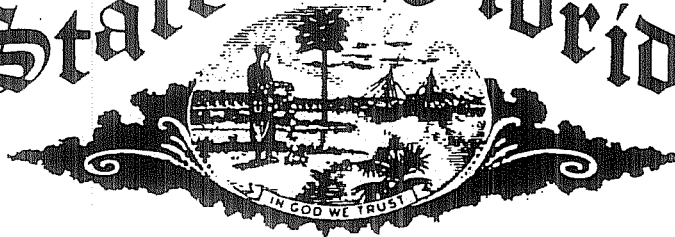
LEGAL DESCRIPTION

TURTLE RUN PARCEL G, according to the Plat thereof,
as recorded in Plat Book 137 at Page 7 of the Public
Records of Broward County, Florida.

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EXHIBIT "A"

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TURTLE RUN PARCEL G HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 1, 1988, as shown by the records of this office.

The document number of this corporation is N29500.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
1st day of December, 1988.



Jim Smith

Jim Smith
Secretary of State

CR2E022 (8-87)

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EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
TURTLE RUN PARCEL G HOMEOWNERS ASSOCIATION, INC.

FILED
1980 DEC -1- 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapter 617, Florida Statutes, I, the undersigned natural person competent to contract, acting as incorporator of a corporation not-for-profit, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is TURTLE RUN PARCEL G HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 700 N.W. 107 Avenue, Miami, Florida 33172.

ARTICLE III

REGISTERED AGENT

MORRIS J. WATSKY, whose address is 700 N.W. 107th Avenue, Miami, Florida 33172, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Areas and the architectural control of the residence Lots (all as defined in the Declaration referred to hereinafter) within that certain Project known as Turtle Run Parcel G; and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and in furtherance of these purposes, to:

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(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration hereinafter and above called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Board of County Commissioners of Broward County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Private Drives and Common Open Space to any Public Agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

(f) participate in mergers and consolidation with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have and exercise.

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ARTICLE V

MEMBERSHIP

Each Lot which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such unit, except that no person or entity holding an interest or title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Lot to which it is appurtenant.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
or
- (b) on December 31, 1997; or
- (c) At an earlier date than (a) or (b) above, at the option of Developer.

ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more

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than nine (9) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall be an odd number.

The names and addresses of the persons who are to act in the capacity of Director until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Jan Hansen	1101 Brickell Avenue Miami, Florida 33131
Carlos A. Diaz	700 N. W. 107 Avenue Miami, Florida 33172
Elias Vasillaros	1101 Brickell Avenue Miami, Florida 33131

At the first annual meeting and at each succeeding meeting until such time as the Class B membership lapses, the members shall elect three (3) directors, each for a term of one (1) year.

At the first annual meeting after the Class B membership ceases to exist, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors; a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of members. The names of the officers who are to serve until the first election of appointments are:

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PRESIDENT
VICE PRESIDENT
SECRETARY
TREASURER

Carlos A. Diaz
Jan Hansen
Elias Vasillasros
Elias Vasillasros

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best

interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

C. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE X

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XI

BY LAWS

By-Laws shall be initially adopted by the Board of Directors after which these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XII

ANNEXATION

Residential Property, common area and recreational facilities may be annexed to the Property with the consent of two-thirds (2/3) of the members of the Association. Such Annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Palm Beach County, Florida.

ARTICLE XIII

AMENDMENTS

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes of the membership, except that the Board of Directors may amend these Article of Incorporation without the assent of the membership to correct any ambiguities, scriveners errors or conflicts appearing within these Articles of Incorporation.

ARTICLE XIV

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of the members. Upon dissolution of the ASsociation, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be

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devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.

ARTICLE XV

DURATION

The corporate shall exist perpetually.

ARTICLE XVI

INCORPORATOR

The names and addresses of the incorporator is as follows:

NAME

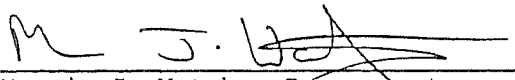
ADDRESS

Morris J. Watsky

700 N. W. 107th Avenue

Miami, Florida 33172

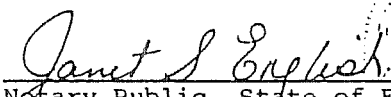
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constitution the incorporator of this Association, have executed these Articles of Incorporation this 30th day of November, 1988.


Morris J. Watsky, Incorporator

STATE OF FLORIDA
COUNTY OF DADE

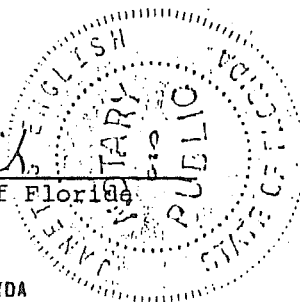
I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, MORRIS J. WATSKY, to me well known and well known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and seal this 30th day of November, 1988.


Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 10, 1992
BONDED THRU GENERAL INS. UND.



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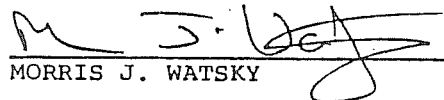
CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OR PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted
in compliance with said Statute:

THAT TURTLE RUN PARCEL G HOMEOWNERS ASSOCIATION, INC., desiring to
organize under the laws of the State of Florida, with its principal offices
at 700 N.W. 107 Avenue, Miami, County of Dade, State of Florida, has named
MORRIS J. WATSKY, whose office is located at 700 N.W. 107 Avenue, Miami,
Florida 33172, as its agent to accept service of process within the State.

ACKNOWLEDGEMENT

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



MORRIS J. WATSKY

BK116038PG0477

BY-LAWS
OF
TURTLE RUN PARCEL G HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is TURTLE RUN PARCEL G HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 700 N.W. 107 Avenue, Miami, Florida 33172, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Defined terms in the Declaration referred to in the Articles of Incorporation of this Association (hereinafter referred to as the "Declaration") are herein used as therein defined.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meetings of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership, as defined in the Articles of Incorporation.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the members' address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at the meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The number of Directors on the Board shall be an odd number. The first Board of Directors shall have three (3) members, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting and at each succeeding meeting until such time as the Class B membership lapses, the members shall elect three (3) directors, each for a term of one (1) year.

At the first annual meeting after the Class B membership ceases to exist the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes

shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the date of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to

exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at duly held meetings at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Private Drives and Common Areas, and the personal conduct of the members and their guests, thereon and to establish penalties for the infraction thereof;

(b) suspend the voting rights of, and the right to use of, the common facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

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(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) accept such other functions or duties with respect to, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

(g) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) as provided in the Declaration to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment.

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(e) procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Private Drives, Common Areas, and the roofs and exterior paint of the Units to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members.

Section 3. term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; see that resolutions and orders of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

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ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made, and which are the personal obligation of the member.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: TURTLE RUN PARCEL G HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit 1988.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present, in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any

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

Recorded in
Turtle Run Venture
TURTLE RUN
100 N. 107 AVE.
MIAMI, FL. 33131

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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

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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, restain, 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

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.

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.

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.

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(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

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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.

3.08. 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.

3.09. 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:

Janet S. English
Nancy Resell

Maureen Winters
James A. Ziegler

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 William Kowich

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

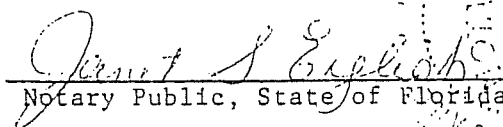
By W. Douglas Pitts
W. Douglas Pitts, Executive
Vice President

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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.

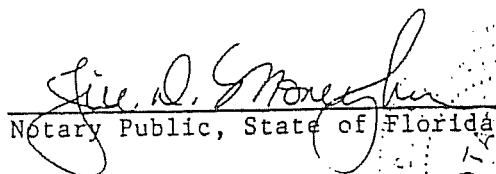

Notary Public, State of Florida

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.


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 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 147.50 feet of the East 247.58 feet of said southeast one-quarter (SE. 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 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 5,704.50 feet and a central angle of $07^{\circ} 00' 00''$ for a distance of 706.72 feet; thence North $03^{\circ} 34' 51''$ 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.

EXHIBIT A

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to Exhibit "D" 11/17/13

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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° 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 10881, Page 963, of the Public Records of Broward County, Florida; thence South 85° 07' 46" East, along said right-of-way line, 534.06 feet; thence South 09° 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° 34' 53" West, along said boundary, 648.86 feet; thence South 78° 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° 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° 47' 07", an arc distance of 41.36 feet; thence North 18° 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° 40' 37", an arc distance of 222.64 feet; thence tangent to said curve, North 00° 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° 23' 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° 00' 17" East, along said parallel line, said line also being the West right-of-way line of State Road 97, 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° 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° 28' 49" West, 20.01 feet; thence North 01° 00' 29" West, 147.63 feet; thence North 89° 28' 49" West, 147.63 feet; thence South 01° 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° 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° 00' 00", an arc distance of 706.72 feet; thence tangent to said curve, South 03° 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° 00' 00", an arc distance of 693.28 feet; thence tangent to said curve, North 89° 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° 59' 27", an arc distance of 719.04 feet; thence tangent to said curve, South 69° 31' 44" West, 802.94 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° 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° 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° 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° 29' 09" West, along the South line of said Section 13, a distance of 616.21 feet; thence North 06° 29' 10" West, a distance of 205.11 feet; thence North 39° 29' 09" West, a distance of 179.88 feet; thence North 00° 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° 32' 44", an arc distance of 114.78 feet to a point of tangency; thence South 89° 25' 09" East, still along said southerly right-of-way line, a distance of 642.12 feet; thence South 00° 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° 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° 36' 27", an arc distance of 112.90 feet, to a point of tangency; thence North 69° 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° 10' 53", an arc distance of 329.80 feet; thence South 00° 30' 51" West, a distance of 646.27 feet to a point on the south line of said

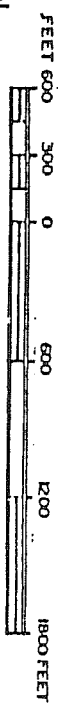
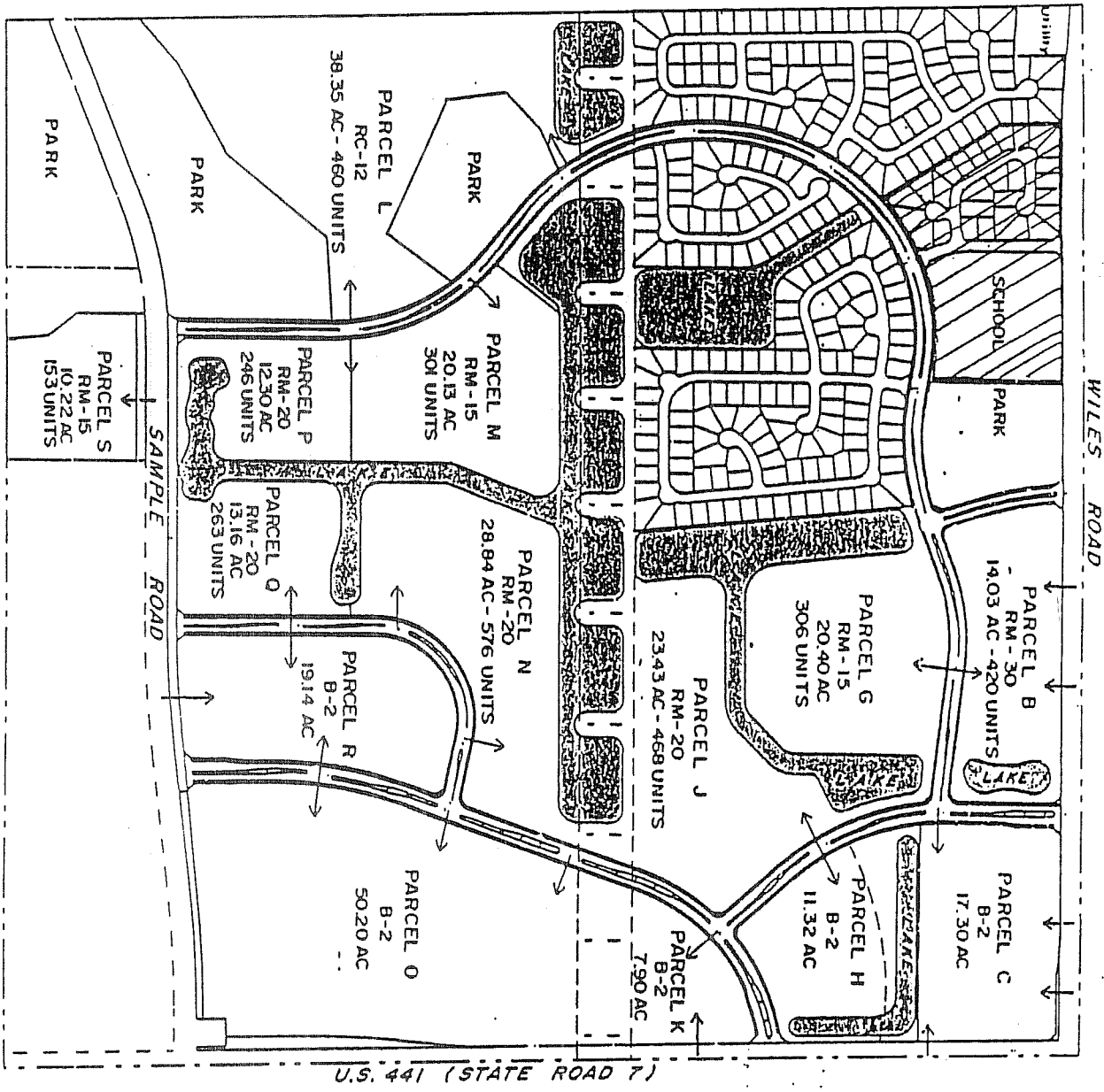
Section; thence North 89° 29' 09" West along the South line of said Section, a distance of 1,241.29 feet to the POINT OF BEGINNING, less the North 2.00 feet thereof for roadway purposes, as recorded in Official Records Book 5450, Page 934, of the Public Records of Broward County, Florida.

All of said lands lying in the City of Coral Springs, Broward County, Florida, containing 542.866 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.



LAND USE SCHEDULE

RESIDENTIAL PARCELS	ZONING DISTRICT	AREA (AC)	DWELLING UNITS	DENSITY (DU/AC)
A, D, E & F	RS-4	89.35	283	3.17
B	RM-15	14.03	420	29.94
C	RM-15	20.40	306	15.00
G	RM-20	23.43	468	19.97
H	RM-15	20.13	460	22.85
I	RM-15	28.84	576	19.97
J	RM-20	12.30	246	20.00
K	RM-20	13.16	263	19.98
L	RM-15	10.22	153	14.97
M	RM-15	10.22	153	14.97
N	RM-20	28.84	576	19.97
O	RM-20	12.30	246	20.00
P	RM-15	10.22	153	14.97
Q	RM-15	10.22	153	14.97
S	RM-15	10.22	153	14.97
TOTAL RESIDENTIAL		270.21	3676	12.86
COMMERCIAL PARCELS	ZONING DISTRICT	AREA (AC)		
C	B-2	17.30		
E	B-2	11.32		
K	B-2	7.90		
O	B-2	50.20		
R	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.

[Handwritten signature]

B-1 to Exhibit "B"

PREPARED BY
C.C.L. CONSULTANTS, INC.
ENGINEER, SURVEYOR & PLANNER
2700 PARK CENTRAL BLVD., N., SUITE 900, PALM BEACH, FLORIDA 33404 (305) 874-1200

TURTLE RUN
LAND USE / ZONING PLAN



SENIOR CORP
MIAMI BEACH, FLA.

WALTERS

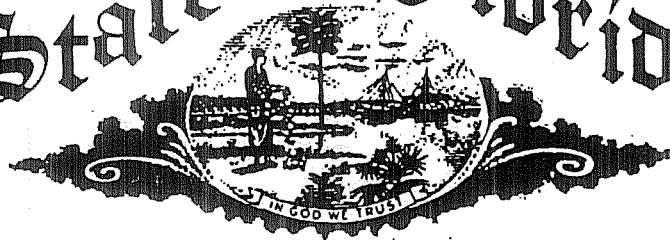
RESIDENTIAL	AC	DU	279.36 AC	3070 DU	51.05
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TOTALS

SASAKI ASSOCIATES, Inc.
SEPT. 10, 1984 SA 3373



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of

THE TURTLE RUN FOUNDATION, INC.

a corporation organized under the Laws of the State of Florida,
filed on JANUARY 20, 1987.

The document number of this corporation is N18819.

A NON PROFIT CORPORATION

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of January 1987.



CR2E022 (10-85)

George Firestone
Secretary of State

CR2E040 (4-84)

N/18819

8/28/86 WCH
1/19/87 WCH

RECEIVED
JAN 20 1987
CLERK OF COURT
JAN 20 1987

ARTICLES OF INCORPORATION
FOR
THE TURTLE RUN FOUNDATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of this Corporation is:

THE TURTLE RUN FOUNDATION, INC.
(hereinafter referred to as the "FOUNDATION").

ARTICLE II

PURPOSE

The general nature, objects and purposes of the FOUNDATION are:

1. To provide for maintenance, preservation, control and operation of property within The Turtle Run Subdivision, located in the City of Coral Springs in Broward County, Florida, (the legal description of which is attached hereto as Exhibit "A") and commonly known and referred to hereafter as TURTLE RUN and such other property as may be added thereto; and
2. To acquire, construct, improve, maintain, repair, replace, insure, operate or otherwise deal with the property and improvements of every nature or kind constituting the FOUNDATION Common Area; and
3. To fix, establish, levy and collect assessments against Member's property and operate, without pecuniary profit, for the benefit of its Members; and
4. To otherwise promote the health, safety and welfare of its Members and their property within TURTLE RUN.

The general nature, objects and purposes of the FOUNDATION, as outlined above, shall be limited to the extent that the foregoing purposes are undertaken and performed by a Community Development District (CDD).

ARTICLE III

POWERS

The FOUNDATION shall have all the powers of a corporation not for profit which are not in conflict with the provisions of these Articles or prohibited by law.

ARTICLE IV

PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

The FOUNDATION shall never have nor issue any shares of stock, nor shall the FOUNDATION distribute any part of the income of the FOUNDATION, if any, to its Members, Directors or Officers. All monies and title to all properties acquired by the FOUNDATION and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of these Articles and with the By-Laws of the FOUNDATION. Nothing herein, however, shall be construed to prohibit the FOUNDATION from conferring benefits upon its Members or from making any payments or distributions to Members of monies or properties permitted by Section 617.011, Florida Statutes, or a statute of similar import. The FOUNDATION may, however, reimburse its Directors, Officers and Members for expenses authorized and approved by the Board of Directors and incurred for or on behalf of the FOUNDATION and may pay compensation in a reasonable amount to its Directors, Officers and Members for actual services rendered to the FOUNDATION, as authorized and approved by the Board of Directors.

ARTICLE V

MEMBERSHIP

The Members of the FOUNDATION shall be SPRINGS DEVELOPMENT CORPORATION, a Florida corporation and CORAL COMMERCIAL ASSOCIATES, LTD., a Florida limited partnership d/b/a The Turtle Run Venture (hereinafter "DECLARANT") and each person or entity who is a record owner of fee simple title to a Plot which has been assigned Property Units and which is subject to assessment by the FOUNDATION as shall be provided, and as those terms shall be defined, in the By-Laws and in any applicable instrument executed and recorded by DECLARANT, its successors or assigns. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to assessment by the FOUNDATION.

ROBERT L. KAYE
MICHAEL S. BENDER
JEFFREY A. REMBAUM
DEBORAH S. SUGARMAN
ANDREW B. BLACK
GERARD S. COLLINS
KERSTIN HENZE, OF COUNSEL
JEFFREY D. GREEN
EMILY E. GANNON
DANIELLE M. BRENNAN
MICHAEL J. VILLAROSA
JONATHAN J. ROHACEK
LAUREN T. SCHWARZFELD
LISA A. MAGILL, OF COUNSEL



MAIN OFFICE:
1200 PARK CENTRAL BLVD SOUTH
POMPANO BEACH, FL 33064
TEL. (954) 928-0680
FAX (954) 772-0319
(800) 974-0680

WITH AN ADDITIONAL OFFICE
IN PALM BEACH GARDENS

RKaye@KBRLegal.Com

KBRLegal.Com

April 3, 2017

Turtle Run Foundation, Inc.
c/o Benchmark Property Management, Inc.
Attn: Sharon Kasen
7932 Wiles Road
Coral Springs, FL 33067

RE: **Recorded Notice of Preservation of the Declaration and Protective Covenants**

Dear Members of the Board:

Enclosed is the original recorded Notice of Preservation of the Declaration and Protective Covenants Turtle Run Foundation, Inc. Please keep this original recorded document in a safe place as part of the Official Records of the Association.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert L. Kaye', written over a horizontal line.

ROBERT L. KAYE

RLK/cg
Enclosure

THIS INSTRUMENT WAS PREPARED BY:
KAYE BENDER REMBAUM, P.L.
MICHAEL S. BENDER, ESQ.
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

This is to certify that on this 29th day of March 2017 copy of this NOTICE of Preservation of Covenant or Restriction was sent certified mail to the owner at the address contained herein.



County Administrator

By [Signature] Deputy

NOTICE OF PRESERVATION
OF
DECLARATION AND PROTECTIVE COVENANTS
FOR
THE TURTLE RUN FOUNDATION, INC.

INSTR # 114289816
Recorded 03/29/17 01:19:50 PM
Broward County Commission
Deputy Clerk 3110
#1, 8 Pages

Pursuant to Chapter 712, Florida Statutes, the Marketable Record Title Act ("MRTA"), the undersigned does record this Notice of Preservation of the Declaration and General Protective Covenants ("Notice") to preserve and protect the Declaration and General Protective Covenant for The Turtle Run Foundation, Inc., identified herein from extinguishment by operation of MRTA.

1. This Notice is filed by The Turtle Run Foundation, Inc., a Florida not for profit corporation (the "Association"), charged with the enforcement of the rights, obligations and duties set forth in the Declaration and General Protective Covenants for The Turtle Run Foundation, Inc., as originally recorded in Official Records Book 14098 at Page 742 of the Public Records of Broward County, Florida, with a post office address of Turtle Run Foundation, Inc., c/o Benchmark Property Management, Inc., Attn: Freddy Cuchel, 7932 Wiles Road, Coral Springs, FL 33067.

2. A full and complete description of the lands affected by this Notice is attached hereto as **Exhibit A**.

3. Pursuant to Fla. Stat. §712.06(1)(b), the required affidavit of a member of the Board of Directors of the Association (the "Board"), affirming that the Board did provide the required notice to the members of the Association as required under the provisions of MRTA, is attached hereto as **Exhibit B**.

4. This Notice preserves the Declaration and General Protective Covenants for The Turtle Run Foundation, Inc., as originally recorded in Official Records Book 14098 at Page 742 the Public Records of Broward County, Florida. This preservation action shall include and extend to all amendments of said Declaration.

This Notice of Preservation of the Declaration and General Protective Covenants for The Turtle Run Foundation, Inc. is executed this 16 day of March, 2017 by the undersigned.

WITNESSETH:

Print: [Signature]

[Signature]
Print: Heather Bromos

THE TURTLE RUN FOUNDATION, INC.

By: [Signature]

[Signature], Its President

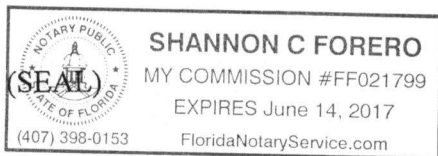
Attest: [Signature]

[Signature], Its Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of March, 2017, by Chris Kapis, President, and William R. Willem, Secretary, of The Turtle Run Foundation, Inc., who ☒ are personally known to me or ☐ have produced a _____ and _____, Drivers License as identification, who executed the foregoing instrument and acknowledge the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16 day of March, 2017.



Shannon C. Forero
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

Shannon C. Forero
(Print, Type or Stamp Name)

EXHIBIT B
AFFIDAVIT OF BOARD OF DIRECTORS
THE TURTLE RUN FOUNDATION, INC.

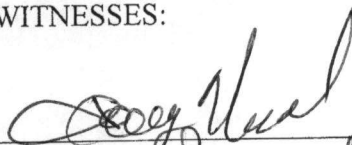
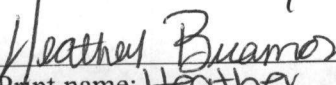
BEFORE ME, the undersigned authority, personally appeared and the undersigned, who after being duly sworn, deposes and says:

That I am a member, as well as the President, of the Board of Directors (the "Board") for The Turtle Run Foundation, Inc., a Florida not for profit corporation (the "Association"), and that the Board did cause a statement of marketable title action in substantially the form required by §712.06(1)(b), Florida Statutes, to be mailed or hand delivered in accordance with §712.05(1), Florida Statutes, to the members of the Association in connection with that certain Notice of Preservation of the Declaration and General Protective Covenants ("Notice") affecting the lands described in **Exhibit A** of said Notice, such lands being commonly known as The Turtle Run Foundation, Inc.

I further attest that at a meeting of the Board of Directors held in accordance with the requirements of Chapter 712, Florida Statutes, that at least two-thirds of the members of the Board approved preserving and protecting the Declaration and General Protective Covenants for The Turtle Run Foundation, Inc., as originally recorded in Official Records Book 14098 at Page 742 of the Public Records of Broward County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, Florida Statutes.

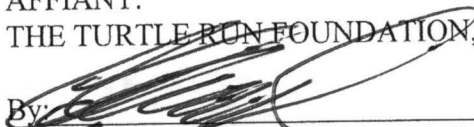
This affidavit is given in fulfillment of the requirements of §712.06(1)(b), Florida Statutes, and in furtherance of preserving and protecting the Declaration and General Protective Covenants for The Turtle Run Foundation, Inc., as originally recorded in Official Records Book 14098 at Page 742 of the Public Records of Broward County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, Florida Statutes.

WITNESSES:


Print name: Perry Nagel

Print name: Heather Bromos

AFFIANT:

THE TURTLE RUN FOUNDATION, INC.

By: 
Chris Kapish, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of March 2017, by Chris Kapish, President of The Turtle Run Foundation, Inc., who ☒ is personally known to me or ☐ has produced a _____ Drivers License as identification.

(NOTARY SEAL)




Notary Signature

Shannon C. Forero
(Type, Stamp or Print Name)

My Commission Expires: _____

NOTARY PUBLIC - State of Florida at Large

+THIS INSTRUMENT WAS PREPARED BY:
KAYE BENDER REMBAUM, P.L.
ROBERT L. KAYE, ESQ.
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF RECORDING OF THE NOTICE OF PRESERVATION
OF THE DECLARATION AND GENERAL PROTECTIVE COVENANTS
AND THE AFFIDAVIT
OF THE BOARD OF DIRECTORS OF
THE TURTLE RUN FOUNDATION, INC.**

WE HEREBY CERTIFY THAT, pursuant to Florida Statutes Chapter 712, the Board of Directors of The Turtle Run Foundation, Inc., has voted to take action to ensure that the Declaration and General Protective Covenants for The Turtle Run Foundation, Inc., as originally recorded in Official Records Book 14098 at Page 742 *et seq.*, of the Public Records of Broward County, Florida, as same has been and may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a Member's residence effective as of the date of recording this Certificate.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of March, 2017, at _____, Broward County, Florida.

By: _____ President

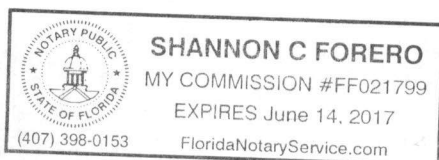
Print Name: Chris Kapisch

Attest: _____ Secretary

Print Name: William R. Willems

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of March, 2017, by Chris Kapisch as President and William R. Willems as Secretary of The Turtle Run Foundation, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



NOTARY PUBLIC:

Sign: _____

Print Name: Shannon C. Forero

State of Florida at Large

My Commission Expires:

EXHIBIT

A

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 $91^{\circ} 15' 15''$ 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 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 10861, 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 693.00 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 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 5,784.58 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.

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

A portion of Section 13, Township 46 South, Range 41 East, more particularly described as follows:

COMMENCE at the northwest corner of said Section; thence South 00° 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 Miles road, as described in Official Records Book 10881, Page 363, of the Public Records of Broward County, Florida; thence South 85° 07' 46" East, along said right-of-way line, 534.86 feet; thence South 09° 25' 07" East, along said right-of-way line, 1,885.01 feet, to a point on the boundary of the Park, as described in Official Records Book 5136, Page 991, of the Public Records of Broward County, Florida; thence South 00° 34' 53" West, along said boundary, 648.86 feet; thence South 78° 30' 48" East, 113.46 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° 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° 47' 07", an arc distance of 41.36 feet; thence North 18° 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° 40' 37", an arc distance of 222.64 feet; thence tangent to said curve, North 00° 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° 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° 00' 17" East, along said parallel line, said line also being the West right-of-way line of State Road 17, 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° 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° 28' 49" West, 20.01 feet; thence North 01° 00' 29" West, 147.63 feet; thence North 89° 28' 49" West, 147.63 feet; thence South 01° 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° 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° 00' 00", an arc distance of 706.72 feet; thence tangent to said curve, South 03° 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° 00' 00", an arc distance of 693.28 feet; thence tangent to said curve, North 89° 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° 59' 27", an arc distance of 719.04 feet; thence tangent to said curve, South 69° 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° 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° 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° 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° 29' 09" West, along the South line of said Section 13, a distance of 616.21 feet; thence North 06° 29' 10" West, a distance of 205.11 feet; thence North 39° 29' 09" West, a distance of 179.88 feet; thence North 00° 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° 32' 44", an arc distance of 114.78 feet to a point of tangency; thence South 89° 25' 09" East, still along said southerly right-of-way line, a distance of 642.12 feet; thence South 00° 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° 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° 36' 27", an arc distance of 112.98 feet, to a point of tangency; thence North 69° 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° 10' 53", an arc distance of 329.60 feet; thence South 00° 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 1,343.29 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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[Handwritten signatures and initials]

**NOTICE OF MEETING OF THE BOARD OF DIRECTORS FOR
THE TURTLE RUN FOUNDATION, INC.**

The Board of Directors will meet at the time and place indicated below to consider the issue of preserving the Declaration and General Protective Covenants for The Turtle Run Foundation, Inc. and all amendments thereto, in accordance with Chapter 712, *Florida Statutes*.

Meeting Date: **March 15, 2017**

Meeting Time: **7:00 p.m.**

Meeting Location: **Benchmark Property Management, Inc.
7932 Wiles Road
Coral Springs, Florida 33067**

RESTRICTIONS AND RECORDING INFORMATION TO BE PRESERVED

Declaration and General Protective Covenants for The Turtle Run Foundation, Inc., as originally recorded in Official Records Book 14098 at Page 742 *et seq.* of the Public Records of Broward County, Florida, and all amendments thereto.

**LEGAL DESCRIPTION OF ALL REAL PROPERTY AFFECTED BY THIS
NOTICE**

See Attached **Exhibit A**

STATEMENT OF MARKETABLE TITLE ACTION

The Turtle Run Foundation, Inc. (the "Association") has taken action to ensure that the Declaration and General Protective Covenants for The Turtle Run Foundation, Inc., as originally recorded in Official Records Book 14098 at Page 742 *et seq.* of the Public Records of Broward County, Florida, as has been and may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding Official Records of the Association.