

This document prepared by:
Alan J. Polin, Esq.
Alan J. Polin, P.A.
Coral Springs Financial Plaza
3300 University Drive, Suite 601
Coral Springs, FL 33065

W/C TRI-COUNTY for: --

ALAN J. POLIN, P.A.
3300 University Drive Ste: 601
Coral Springs, FL 33065

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARINER'S COVE

THIS DECLARATION is made this 22nd day of May, 1996, by TRANSEASTERN PROPERTIES AT THE COVE, INC., a Florida corporation, which hereby declares that "The Property" described in Article II, of this Declaration shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1. DEFINITIONS. The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Mariner's Cove Homeowners Association, Inc., a Florida Corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By Laws (the "By Laws") of the Association make reference. Copies of the Articles and By Laws are attached hereto and made a part hereof as Exhibits "A" and "B" respectively.

B. "Common Area" shall mean and refer to the property legally described on Exhibit "C" attached hereto and made a part hereof, together with all property designated as Common Area in any supplemental declaration; together with the landscaping and improvements thereon, including without limitation all private roadways, pedestrian walkway areas, structure, recreational facilities,

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open space, walkways and pathways, stormwater drainage structures, sprinkler systems and street lights, but excluding any public utility installations thereon or thereunder, including, without limitation, a right of use, for the common use and enjoyment of the members of the Association. The use of the Common Area not designated as roadways or ingress and egress shall be restricted to park and recreational purposes. Common Areas designated as roadways or for ingress and egress shall be for the benefit of each Owner, their respective guests, invitee and licensees. All Common Areas may be subject to reasonable rules and regulations from time to time imposed.

C. "Developer" or "Declarant" shall mean and refer to Transeastern Properties at the Cove, Inc., a Florida corporation ("Transeastern") and its successors or assigns if any such successor or assign acquires an undeveloped portion of "Mariner's Cove of Eagle Lake", according to the Plat thereof, as recorded in Plat Book 161, at Page 7, of the Public Records of Broward County, Florida, a Replat of The Cove of Eagle Lake, recorded in Plat Book 146, Page 40, of the Public Records of Broward County, Florida, situated in the City of Coral Springs, Broward County, Florida and also known as Lots 1 through 12, inclusive, Block A; Lots 1 through 57, inclusive, Block B; Lots 1 through 10, inclusive, Block C; Lots 1 through 26, Block D; Parcels A, B and C, The Cove Of Eagle Lake, according to the Plat thereof, as recorded in Plat Book 146, at Page 40, of the Public Records of Broward County, Florida, containing 43.37 acres more or less (also known and sometimes referred to in this Declaration as "Mariner's Cove") for the purpose of development and is designated as such by Transeastern. Reference herein to Transeastern as the Developer of Mariner's Cove is not intended, and shall not be construed, to impose upon Transeastern liability for any obligations, legal or otherwise, for the acts of omissions of third parties who purchase Lots within Mariner's Cove from Transeastern or others and develop and resell the same.

D. "Lot" shall mean and refer to any Lot or other parcel with any and all improvements thereon, in Mariner's Cove of Eagle Lake, according to the Plat thereof, as recorded in Plat Book , Page , of the Public Records of Broward County, Florida, (as described above) situated in the City of Coral Springs, Broward County, Florida on which a residential structure could be constructed, whether or not one has been constructed.

E. "Mariner's Cove" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in Section 1 of Article II hereinbelow.

F. "Members" shall mean and refer to every person or entity who is a record Owner of a fee or undivided fee interest in a Lot, including the Developer at all times as long it owns any part of the Property subject to this Declaration.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including Developer.

H. "Owner's Permittee" shall mean any and all persons who come within the physical boundaries of Mariner's Cove at the request or with the consent of a particular Owner, or for the purpose of transacting any business with or for an Owner.

I. "Structures" 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 or temporary location on the ground, or which is attached to

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something having a permanent or temporary location on the ground or bottom of any body of water. The term shall be construed as if followed by words "or part thereof."

J. "Turnover Date" shall mean and refer to the date when Declarant shall no longer appoint the Board of Directors of the Association, as set forth in the Articles, which shall be no later than three (3) months after ninety (90%) percent of the Lots within the Property that will ultimately be operated by the Homeowners Association have been sold and conveyed to Members (as that term is more particularly defined in Article IV, Section 2, below) or at an earlier date upon the voluntary election of the Declarant.

Section 2. INTERPRETATION. The provisions of this Declaration, as well as those of the Articles, By-Laws and rules and regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board of Directors which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Association, or the counsel having drafted this Declaration, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, By-Laws and the Rules and regulations of the Association, shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association, the preservation of the value of the Lots and the protection of the Declarant's activities herein contemplated.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO; DELETIONS THEREFROM

Section 1. LEGAL DESCRIPTION. The real property which initially is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described as set forth in Exhibit "D" attached hereto.

Section 2. PLATTING AND SUBDIVISION RESTRICTIONS. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions, and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property.

Section 3. ADDITIONAL LAND. Developer may, but shall have no obligation to, add at any time or from time to time to the coverage of this Declaration, additional lands or withdraw at any time or from time to time portions of the land hereinabove described, provided only that: (a) any lands from time to time added to the coverage of this Declaration shall be contiguous to property then subject to the coverage of this Declaration; (b) any portion of it shall, at the time of addition to the coverage of this Declaration, be approved for single family residential Lot(s); (c) upon addition of any lands to the coverage of this Declaration, the owners of property therein shall be and become

subject to this Declaration, including assessment by the Association for their pro-rata share of Association expenses; and (d) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the members of the Association, materially increase the pro-rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by the filing in the Public Records of Broward County, Florida, of a supplementary declaration with respect to the lands to be added or withdrawn. Provided, however, that the withdrawal of any lands from the operation and effect hereof shall not operate to release such land from the operation of the Declaration And General Protective Covenants For Lake Coral Springs Community, recorded in Official Records Book 19085, Page 400 of the Public Records of Broward County, Florida ("Master Covenants" or General Covenants") as the same may be amended from time to time and The Declaration of Neighborhood Covenants for The Cove of Eagle Lake, recorded in Official Records Book 22337, Page 606, of the Public Records of Broward County, Florida ("Neighborhood Covenants"), as may be amended from time to time (as defined below Article XII, Section 3.), and the Association shall remain obligated to continue to collect assessments due to the Master Association (as defined below) and remit same to said Master Association. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of land in Mariner's Cove. To the extent that such additional real property shall be made a part of the Property as a common scheme, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above.

Section 4. WITHDRAWAL. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Any withdrawal of land not owned by Developer shall require the written consent or joinder of the then-owner(s) and mortgagee(s) of such land.

ARTICLE III **PROPERTY RIGHTS**

Section 1. TITLE TO COMMON AREA. The Developer shall convey to the Association, at such time as it in its sole discretion deems appropriate, title to the Common Area, including all roads, lake bottoms (if any), recreational areas (if any), stormwater drainage structures and other areas which are for the use and benefit of all of the Owners of Lots in Mariner's Cove, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, matters reflected on the plat relative to "Mariner's Cove of Eagle Lake", as more particularly described in Article I, Section 1. above, restrictions, conditions, limitations, easements of record and for drainage and public utilities and to perpetual non-exclusive easements for ingress

to and egress from Developer's property in Mariner's Cove for Developer, its successors and assigns ("Developer's Permittees") and Developer's invitees and licensees.

Section 2. OWNERSHIP. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of the Property and all Owner's Permittees and the Developer's Permittees, all as provided and regulated herein or otherwise by the Association. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of Broward County, Florida.

Developer and its affiliates, together with the successors and assigns of the foregoing ("Developer's Affiliates") shall have the right from time to time to enter upon the Common Areas and other portions of the Property (including without limitation Lots) for the purpose of the installation, construction, re-construction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on the Property that Developer and Developer's Affiliates or designees elect to effect, and to use, without charge, the Common Areas and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof. Without limiting the generality of the foregoing, the Developer and Developer's Affiliates shall have the specific right to maintain upon any portion of the Property sales, administration, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Developer and Developer's Affiliates, for this purpose.

Section 3. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and its Permittees shall have a right of use and a non-exclusive, permanent and perpetual easement of enjoyment in and to the Common Area in common with all other Owners and Developer, which shall be appurtenant to (and shall pass with the title of) every Lot subject to the following:

- A. The right of the Association to take such steps as are reasonable necessary to protect the Common Area against foreclosure;
- B. All provisions of this Declaration, any plat of or plat exemption for all or any parts of the Property, and the Articles and By Laws of the Association;
- C. Rules and regulations governing use and enjoyment of the Common Areas adopted by the Association;
- D. Restrictions contained on any and all plats of or plat exemption for all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.
- E. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(1) The right and duty of the Association to levy assessments against each Lot 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 or plat exemptions for portions of the Property from time to time recorded;

(2) The right of the Association to suspend an Owner's (and such Owner's Permittees) right to use Common Areas and the recreational facilities (if any) for any period during which any assessment against such Owner's Lot remains unpaid for more than thirty (30) days; the right of the Association to suspend an Owner's (and such Owner's Permittees) right to use Common Areas and the recreational facilities (if any) for a reasonable period of time, not to exceed sixty (60) days and the right of the Association to levy reasonable fines, not to exceed fifty and no/100 (\$50.00) Dollars for violation, against any Member or any Tenant, guest or invitee, for any infraction of lawfully adopted and published rules and regulations;

(3) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated on the Common Areas;

(4) The right of the Association to adopt at any time and from time to time and to enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Owners for the violation thereof. Any rule or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(5) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Owner's Permittees, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations;

(6) The right of the Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon.

F. With respect to the immediately preceding Section 3.E., a fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a committee of at least three (3) Members appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due. Furthermore, suspension of Common Area use rights shall not impair the right of an Owner or Tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

Section 4. EASEMENTS APPURTENANT. The easements provided in Section 1 above shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

Section 5. UTILITY EASEMENTS. Subject to the requirements of utilities servicing the Property for above-ground structures, public utilities may be installed underground in the Common Areas when necessary for the service of the Property or additional lands for which Developer owns, but all use of utility easements shall be in accordance with the applicable provisions

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of this Declaration. The Developer, its affiliates and its and their designees, and any public or private utility servicing Mariner's Cove shall have a perpetual easement over, upon and under the Common Areas and the undeveloped portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of all utilities serving the Property.

Section 6. PUBLIC EASEMENTS. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas and the Lots.

Section 7. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If any building or improvement shall encroach upon any portion of the Common Areas or upon an easement or an adjacent Lot by reason of original construction or by the non-purposeful or non-negligent act of Developer or any other Owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists. In the event that after completion of construction of a residential structure, such residential structure shall encroach upon any portion of the Common Area or upon any other Lot for any reason other than the intentional tortious act of the Owner of the encroaching property, or in the event that any improvement on the Common Areas shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as such encroachment shall exist, together with all reasonable and necessary rights of ingress and egress for the purpose of maintaining or servicing the improvements or Common Areas to the extent of such encroachment.

Section 8. ADDITIONAL EASEMENT. The Developer (during any period in which the Developer has any ownership interest in the Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 9. ASSOCIATION EASEMENTS. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In the event an Owner is on vacation and/or will not be present to permit entry onto

his Lot for the exterior maintenance aforementioned, said Owner shall deposit his gate key, if any, with the Association to permit entry thereon.

Section 10. STREET LIGHTING. The street lighting poles and fixtures will be installed by the Developer within the Common Area and the Association shall have the obligation for maintenance of such street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. Developer shall be entitled to all rebates or refunds of the installation charges as are made by Florida Power and Light Company to the Association for reimbursement for the installation fees for the poles and fixtures, and such rebates or payments shall be forthwith paid by the Association to Developer.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. INCORPORATION. The Developer has caused to be incorporated a corporation not for profit known as "Mariner's Cove Homeowners Association, Inc." (the Association"), in accordance with the Articles of Incorporation a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. A copy of the By-Laws of the Association is attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in a Lot, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a member of the Association (the "Member(s)"), provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 3. CLASSES AND VOTING. The Association shall have two classes of voting membership:

Class A Class A members shall be all of the Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, all such persons shall be Owners, but the single vote for such Lot shall be exercised as they among themselves determine but, subject only to the following subsection. In no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote, plus two votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate immediately after the Developer (or its affiliates) or any builder, no longer holds for sale in the ordinary course of business

at least five (5%) percent of the Lots within the Property, or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 4. MERGER OR CONSOLIDATION. Upon a merger or consolidation of the Association with any other association, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one coverage. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration within the Property.

Section 5. TURNOVER, CONVEYANCE, ASSIGNMENT. Upon the Turnover Date:
(i) Declarant shall convey to the Association any portion of the Common Areas which it has not previously conveyed.

(ii) Except as set forth in this Section, Declarant shall assign to the Association and the Association must accept, all of its rights, powers, duties, obligations and interests in connection with the enforcement of the terms, provisions and conditions created or provided for by this Declaration which it then possesses.

(iii) Notwithstanding anything contained in this Declaration to the contrary, Declarant shall have the right to retain and use, in connection with any Lots it then owns, any and all rights which it has reserved in this Declaration; provided, however, that Declarant shall no later than three (3) years after the Turnover Date assign all such rights and privileges it then has to the Association and the Association must accept such assignment.

(iv) Notwithstanding anything contained in this Declaration to the contrary, Declarant shall have those rights, privileges and remedies that Owners have for the Lots that it then owns.

(v) All assignments made in accordance with this Section shall be by written instrument executed by Declarant and recorded in the Public Records of Broward County, Florida. No notice of assignment shall be required to be given to any person other than the Association. Upon the recordation of this assignment, Declarant shall not be liable or responsible for, in any manner, the action (or inaction) of the Association or its successors in interest.

(vi) This Section may not be suspended, superseded or modified in any manner unless such action is consented to in writing by Declarant.

ARTICLE V

COVENANTS FOR MAINTENANCE

ASSESSMENTS AND FOR PAYMENT THEREOF

Section 1. MAINTENANCE. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and, to

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the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. The Association shall provide irrigation and maintenance for the landscaping located solely within the Common Areas.

Section 2. ASSESSMENT AND LIEN RIGHTS OF THE CITY OF CORAL SPRINGS.

Should the Association fail to adequately maintain, operate, manage, insure, repair and replace any portion of the Common Area as more particularly provided in this Declaration, after fifteen (15) days notice to do so by the City of Coral Springs, the City of Coral Springs shall have and is hereby given the same rights and powers that are provided to the Association concerning the right to enforce said maintenance and to assess each Owner for the maintenance, operation, management, insurance, repair and replacement of all of the Common Areas, including the creation and enforcement of assessments and liens.

Section 3. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Except as elsewhere provided herein, the Developer, for each Lot owned by it within Mariner's Cove as of the date of the recording hereof, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other conveyance for such Lot (whether or not such acceptance is expressed in the deed or instrument conveying title to such Lot) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, any special assessments for capital improvements or major repair or any other charges provided for herein, as may be imposed by the Association; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest rate allowed by law and costs of collection thereof, including attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 4. PURPOSE OF ASSESSMENTS. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Mariner's Cove and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Common Area, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by the Association, including the establishment and maintenance of such reasonable reserves as the Association may deem necessary and appropriate.

Section 5. MAXIMUM ANNUAL ASSESSMENTS. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, for the Association's first year of operation shall be Six Hundred Sixty Dollars (\$660.00) per Lot, which assessment shall be payable in equal quarterly installments.

The Board of Directors shall cause to be prepared and delivered to all Members a proposed budget for the Association in accordance with the provisions of the By-Laws of the Association, which budget shall include the amount of the Annual Assessment against the Lots in Mariner's Cove. Such budget and the Annual Assessment provided for therein shall be approved in the manner provided in the By-Laws of the Association.

Section 6. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each Lot in Mariner's Cove, except that assessments may be made pursuant to Section 15 of this Article against the Owners of specific Lots without a corresponding assessment against the Owners of other Lots. Provided however, during the period in which the Developer owns any Lot in Mariner's Cove, it shall be exempt from assessment, at its sole discretion, as long as it agrees to pay any cash operating deficit of the Association as provided in Section 13 below.

Section 7. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of a majority of the members of the Board of Directors of the Association. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures, late charges and interest and costs of collection thereof, including attorney's fees. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the Board action imposing such assessment or may be of an on-going nature. Special assessments shall be levied hereunder only as may be necessary for items which are not payable from annual assessments of the Association as ordinary repairs or from reserves established by the Association for the periodic replacement of capital improvements.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such periodic installments shall be payable at such times as shall be determined by the Board of Directors of the Association.

Section 9. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of, the assessment against each Lot and other portions of the Property, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than twenty (20) days after fixing of the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE LIEN; THE PERSONAL OBLIGATION; REMEDIES OF ASSOCIATION. The annual, special and other assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment became due. If any assessment (or installment thereof) provided for herein is not paid on or before the date(s) when due, then such assessments (or installments), together with late charges, interest and the cost of collection thereof as hereinafter provided, shall become delinquent, and the Association may thereupon bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of the lien created hereby) against the Lot on which the assessment and other charges are due, and may foreclose such lien in like manner as a foreclosure of a mortgage on real property. Except as provided in Section 11 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If the assessment is not paid within thirty (30) days after the due date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and there shall be added to the amount of such assessment the cost of preparing and filing the claim of lien and any complaint in any action brought to collect such assessment and other charges, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein, as well as in any other Article of this Declaration, shall be subordinate to real property tax liens and the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust or other similar mortgagee generally known as an institutional mortgagee, which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage; provided however, any such Lot shall be liable, following such sale, for a pro rata share of any unpaid assessments against such Lot accruing prior to such sale, in common with all other Lots subject to assessment by the Association. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 12. EXEMPT PROPERTY. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the Assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All of the Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida (not including any homestead exemption), to the extent agreed to by the Association.
- D. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Planned Unit Development of which the Property is a part.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from said assessments, charges or lien.

Section 13. EFFECT ON DEVELOPER. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer (or any of its affiliates) is the owner of any Lot or undeveloped property within the Property, the Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, or (ii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than the Developer. The deficit to be paid under option (ii) above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees payable to any affiliate of the Developer) and (b) the sum of all monies received by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). The Developer may from time to time change the option stated above under which the Developer is making payments to the Association by written notice to such effect to the Association. When all Lots within the Property are sold and conveyed to purchasers, neither the Developer nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 14. ASSOCIATION FUNDS. The portion of all regular assessments collected by the Association for reserves for future expenses, if any, and the entire amount of all special assessments, may be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 15. SPECIFIC DAMAGE. Owners (on their behalf and on behalf of their children and Owner's Permittees) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners and their respective Lot(s). Such special assessments may be imposed by the Board of Directors of the Association, and

shall be subject to all of the provisions hereof relating to other assessments, including but not limited to, the lien and foreclosure procedures.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. EXTERIOR MAINTENANCE OF IMPROVEMENTS. Each Owner shall maintain all structures located on such owner's Lot in a neat, orderly and attractive manner and consistent with the general appearance of Mariner's Cove as a whole. The minimum (although not sole) standard for the foregoing shall be consistency with the general appearance of Mariner's Cove as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by the Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The judgment of the Board of Directors, in consultation with the ARB, shall be binding as to the determination of whether structures are being sufficiently maintained.

Section 2. MAINTENANCE OF LOTS. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles, debris or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 3. REMEDIES FOR NON-COMPLIANCE. In the event of the failure of an Owner to maintain his Lot or the structures erected thereon in accordance with the provisions of this Article, the Association shall have the right, upon five (5) days prior written notice to the Owner in the manner provided herein, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or structures, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other noxious vegetation; the re-sodding or re-planting of grass, trees or shrubs; the re-painting or re-staining of exterior surface of structures; the repair of walls, fences, roofs, doors, windows or other portions of a structure on a Lot; 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, including without limitation the imposition of fines or assessments or the filing of judicial proceedings.

Section 4. COST OF REMEDIAL WORK. In the event that the Association performs work pursuant to this Declaration, the cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. In order to discourage Owners from abandoning certain duties of maintenance imposed hereunder so as to force the Association to perform such work for the Owner, the Association 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 assessment provided

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for in this Section. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) benefitting from such maintenance and the personal obligation of the Owner(s) of such Lot(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 11 of Article V hereinabove.

Section 5. ACCESS. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours on any day except Saturday or 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 VII **ARCHITECTURAL CONTROL**

Section 1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL.
No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, constructed, erected, placed or maintained upon any Lot nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, as the same may from time to time be adopted by the ARB. It shall be the burden of each Owner to supply completed plans and specifications to the Association's Architectural Review Board (the "ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted. Provided however, the Developer shall be exempt from review and approval with respect to any property it may own, from time to time. Provided further, the review and approval rights as contained herein are intended to control aesthetics and the maintenance of community standards, not to insure compliance with any contract, Code, ordinance, rule, regulation or law. Each Owner expressly acknowledges that the Developer, Association and ARB shall incur no liability, express or implied, with respect to conformance with any contract, Code, ordinance, rule, regulation or law. Additionally, the Master Covenants provide for the required review and approval of the "Declarant" (under the Master Covenants) before the commencement of any construction within Mariner's Cove. In accordance with the Master Covenants, the approval of the ARB shall not eliminate the need to obtain approval of the Mariner's

Cove Architectural Review Committee, and compliance with the provisions of the Master Covenants in connection therewith.

Section 2. ARCHITECTURAL REVIEW BOARD. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) members who need not be members of the Association. Members shall serve for a term of one (1) year. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Lot in Mariner's Cove. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Lot in Mariner's Cove, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. Any time that the Board of Directors has the right to appoint one (1) or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by the Developer.

Section 3. POWERS AND DUTIES OF THE ARB. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association modification and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, and a complete color palette, for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Mariner's Cove, signed by the Owner of the Lot and contract vendee, if any. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. If such submission is not approved or disapproved by the ARB within thirty (30) days of the submission thereto, such submission shall be deemed approved. No work shall be commenced until the ARB has

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(or is deemed to have) approved such plans. Approval by the ARB of the completion of any proposed improvements or removals shall also be required in order to insure that such work has been performed in accordance with the plans approved by the ARB. If the ARB shall not approve or disapprove such work within thirty (30) days of its receipt of written notice of the completion thereof, such work shall be deemed approved. Any changes to completed work required by the ARB shall be subject to the requirement of approval by the ARB, and shall be completed with sixty (60) days of written notice from the ARB requiring such changes.

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Mariner's Cove and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 4 ARCHITECTURAL PLANNING CRITERIA The Architectural Planning Criteria are intended as a guideline to which adherence shall be required by each Owner in Mariner's Cove; provided however, the ARB shall have the express authority to waive any requirement set forth in the Architectural Planning Criteria if, in its opinion, it deems such waiver is in the best interests of the community and the deviation requested is compatible with the character of Mariner's Cove. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon the approval of a majority of the members of the ARB.

Section 5 DEVELOPER EXEMPTION Developer and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ARB or Association approval for any construction or changes which any of them may elect to make at any time.

ARTICLE VIII **RESTRICTIONS**

Section 1. RESIDENTIAL USE. No Lot shall be used except for residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Provided however, a sales model or sales center

operated by the Developer shall not be deemed a commercial building. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size. Without the express prior consent and approval of the ARB, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any Lot not including at least one (1) full platted Lot according to the recorded Plat of Mariner's Cove of Eagle Lake.

Section 2. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer or the Association.

Section 3. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or antenna towers shall be permitted. Placement of the aforementioned items within a permitted enclosure on the Lot shall be permitted so long as there is appropriate landscaping and/or other screening so that such items are not visible from the adjoining Lots or Common Areas. The decision of what constitutes adequate landscaping and/or screening shall be made by the ARB, whose decision shall be final. No more than one flagpole per Lot for display of the American flag only will be permitted and the flagpole design and location must first be approved in writing by the ARB. An approved flagpole shall not be used as an antenna. No flagpole on a Lot shall exceed a height of fifteen (15') feet above ground level or the height of the "Dwelling Unit" (as that term is defined in the "Declaration and General Protective Covenants for Lake Coral Springs Community" referred to above, whichever is less). Declarant, its successors or assigns, shall have the right, for as long as Declarant maintains a sales office for the Mariner's Cove Community, to install a flagpole which will not exceed a height of thirty (30') feet above ground level..

Section 4. TRUCKS, COMMERCIAL VEHICLES, BUSES, RECREATIONAL VEHICLES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS.

A. No commercial vehicle of any kind shall be permitted to be parked within Mariner's Cove for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of a dwelling unit on a Lot, or for the purpose of moving the personal possessions of the Owner of such Lot to or from another location. No truck or commercial vehicle shall be parked overnight or stored in or near Mariner's Cove unless fully enclosed within a garage.

B. No recreational vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, or campers, motor homes, mobile homes or buses shall be permitted to park in Mariner's Cove at any time unless kept fully enclosed within a garage.

C. None of the vehicles named herein shall be temporarily used as a domicile or residence, either permanent or temporary.

D. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles for purposes such as pick-ups and deliveries and other

commercial services, nor to vehicles of the developer or its affiliates. No on-street parking or parking on lawns shall be permitted.

E. Regardless of how a vehicle may be described (commercial or non-commercial), no vehicle parked outside of an enclosed garage in the development for more than four hours will bear any commercial markings or commercial signs.

F. For purposes of this Section, neither passenger vans used for private passenger transportation, nor small personal use pickup trucks used solely for that purpose, will be deemed commercial vehicles.

G. For purposes of this Section, "RV" or "Recreational Vehicle" is defined as "a recreational vehicle-type unit primarily designed as temporary living quarters for recreational camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle", and is prohibited from parking in the development.

H. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association at the sole expense of the owner of the vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and once the notice is posted, neither its removal, no failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

Section 5. TREES. No tree or shrub, the trunk of which exceeds two (2") inches in diameter and three (3.0') feet above ground level shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. AUTOMOBILE STORAGE AREA. No automobile garage shall be permanently enclosed or converted to another use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted. All garages shall contain usable space appropriate for the parking of at least two (2) automobile. Garages may not be converted to dens, bedrooms or other areas intended for habitation, it being the intent that garages be available for use for the purpose intended.

Section 8. CLOTHES DRYING AREA. No clothing, laundry or wash shall be aired or dried on any portion of the Property except for any portion of a Lot which is screened from view of adjoining Lots and roadways.

Section 9. LANDSCAPING. An initial basic landscaping plan for each Lot, together with a detailed written estimate of the costs of such plan, must be submitted to and approved by the ARB at the time of construction of a home on such Lot. Sodding will be required on all yards; no

seeding and/or sprigging shall be permitted. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots. All Lots shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body.

Section 10. NUISANCES. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except for the following:

A. The exclusive sales agent for the Developer may place such signs for advertising the property for sale as may deemed appropriate by the Developer.

B. No other signs, either permanent or temporary in nature, shall be erected or displayed on any Lot, dwelling unit, structure, vehicle or window (or be visible through any window on the Lot from any location off the Lot), unless the placement, character, form, color, size, and time of placement of such signs are first approved by the ARB. No freestanding signs shall be permitted unless approved by the ARB. Said signs must also conform with local regulatory codes and ordinances.

Section 12. IRRIGATION. Irrigation by the Association within Mariner's Cove may use a well or neighboring water retention systems. All Lots shall utilize (i) individual wells, which shall be installed in such a manner as to avoid staining; or alternatively (ii) water supplied by the local water utility, in order to avoid the possibility of staining that could be otherwise caused by or result from the use of "well" water or neighboring water retention systems. Any wells for irrigation purposes shall have a mineral extraction system capable of preventing discoloration of Structures, which system shall be kept in proper operating condition at all times.

Section 13. LIVING AREA. Each detached single family residence constructed upon a Lot in Mariner's Cove shall contain a minimum of one thousand four hundred (1,400) square feet of air conditioned living area. Living area as referred to in this section excludes garage and patios. The method of determining the square feet of living area of a dwelling unit shall be to multiply the outside horizontal dimensions of the dwelling unit at each floor level.

Section 14. LIGHTING. No lighting shall be permitted which alters the residential character of Mariner's Cove. Lighting of tennis courts and other recreational facilities, if any, located in the Common Area shall be permitted.

Section 15. BUILDING SETBACK AREAS. No structure shall be erected or constructed on any Lot within the following setback areas:

A. East perimeter Property line: fifteen (15') feet as measured from the west property line of the 100' wide canal easement as shown on THE COVE OF EAGLE LAKE PLAT and as such easement is described in Official Records Book 16035, at Page 290, of the Public Records of Broward County, Florida.

B. South perimeter Property line: forty five (45') feet northwesterly as measured from the northwesterly right-of-way line of the one hundred twenty (120') foot right of way for West Atlantic Boulevard as shown on the Plat of West Glen, recorded in Plat Book 128, at Page 3, of the Public Records of Broward County, Florida.

C. West perimeter Property line: fifteen (15') feet.

D. Except as provided in Section 15.A., B. and C. above, each OWNER shall comply with all the building setback requirements for the RS-4 zoning district which are set forth in the City of Coral Springs Code.

E. No bay windows, chimneys, balconies or similar extended structures shall be permitted on, upon or over the building setbacks. Notwithstanding the preceding provision, the following extended structures shall be permitted on, upon or over the building setbacks:

- (1) Building appurtenances such as window sills, decorative banding and other similar appurtenances that do not protrude more than twelve (12") inches horizontally into a required building setback;
- (2) Walls, fences, decks and similar structures not exceeding five (5.0') feet in height;
- (3) The eaves of the roof of the dwelling constructed on a Lot;
- (4) Air conditioners, pool pumps, sprinkler pumps or other similar mechanical equipment, provided there is adequate shielding of said mechanical equipment.
The decision of what constitutes adequate shielding shall be made by the ARB, whose decisions shall be final.

F. Where two or more Lots are acquired and used as a single building Lot under a single owner, the said Lot lines shall refer only to the lines bordering on the adjoining property not owned by such Owner.

G. Setback lines for corner Lots and odd-shaped Lots shall be as nearly as possible as set out above, except that minor variations may be authorized by Declarant at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the ARB to establish setback lines as approved.

H. No structure shall be erected or constructed in Mariner's Cove over a height of thirty five (35') feet as measured from the finished grade of Mariner's Cove.

Section 16. SCREEN ENCLOSURES.

A. No screen enclosures shall be permitted unless the screen enclosure plans, specifications, elevations and location on the Lot are first approved by the ARB. Any dispute as to the height, location, length, type, design, composition, material or color shall be resolved by the ARB, whose decision shall be final.

B. Screen enclosure plans shall show elevations of the enclosure attached to the elevations of the dwelling unit on the Lot. If an Owner desires to install a screen enclosure subsequent to the ARB's approval of the original plans for the dwelling unit on the Lot (and screen

enclosure plans and elevations were not part of the original approved plans), such Owner shall be required to submit screen enclosure plans and elevations, together with the dwelling unit elevations to the ARB. As a condition of approval, the ARB may require additional landscaping.

Section 17. OUTDOOR RECREATIONAL COURTS. No outdoor recreational courts, including, but not limited to, tennis, racquetball, basketball, volleyball and badminton courts shall be permitted on Lots. Any approved regulation size basketball backboard and pole shall be located adjacent to the Lot's permitted driveway. The decisions of what constitutes "adjacent" shall be made by the ARB, whose decision shall be final. Approved poles shall be constructed of metal material.

Section 18. CAPITAL CONTRIBUTION. Declarant hereby establishes that there shall be a "Capital Payment" of One Hundred and 00/100 Dollars (\$100.00) due the Master Association (as that term is defined in Article X, Section 1. below for each Lot within the Property. In addition, a Capital Contribution of Two Hundred Fifty and 00/100 Dollars (\$250.00) shall be made for each Lot within the Property. Said amount shall be for the purpose of initially funding a reserve established by the Association for making additional purchases for and improvements to the Common Area. In addition, the Capital Contribution may be used for emergency repairs, or to make deposits required by utility companies, or otherwise required by the Articles of Incorporation of the Association, the Board of Directors of the Association, or the Owners. Notwithstanding anything contained herein to the contrary, the Capital Contribution shall not be used for operating funds. Further, the Capital Contribution reserve shall not be used by the Homeowner's Association for litigation at either the trial and appellate levels in any court of competent jurisdiction. The Capital Contribution shall be paid by the Owners other than Developer or the Association, to the Association in addition to any other regular or special assessment. Capital Contributions shall be paid only once for each Lot in the Property. Capital Contributions shall never be required of Developer. Capital contributions and Capital Payments shall be paid at the time of conveyance of title by Developer to each Owner other than the Association.

Section 19. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5.0') feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot lines or property lines of a Lot shall be permitted with a height of more than five (5.0') feet, without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, length, type, design, composition, material, color and location shall have been approved by the ARB. The height of any wall, fence, hedge or shrubbery shall be measured from the adjoining Lot's existing elevations. Any dispute as to height, length, type, design, composition, material or color shall be resolved by the ARB, whose decision shall be final. No wood fencing material shall be permitted. Approved walls or fences shall require appropriate landscaping. The decision of what constitutes appropriate landscaping shall be made by the ARB, whose decision shall be final. Hurricane, storm or weather shutters or shades shall not be stored (as opposed to installed) on the exterior of any Structure without the approval of Declarant and all such shutters or shades on any one (1) Lot shall be uniform in character.

Section 20. GARBAGE CONTAINERS, AIR CONDITIONERS, OIL & GAS TANKS, REFLECTIVE MATERIALS, SOLAR COLLECTORS.

A. All garbage and trash containers, oil tanks, bottled gas tanks, irrigation system pumps and swimming pool equipment, pumps and housings, must be underground or placed in fenced, landscaped or walled-in areas so that they shall not be visible from any street or adjacent Lots. Adequate landscaping or shielding shall be installed and maintained by each owner as required by the ARB. Garbage, refuse, trash and rubbish shall be disposed of only as permitted by rules adopted by the Association. The requirements of any local governmental authority regarding collection of waste shall be complied with. No garbage, refuse, trash and rubbish shall be disposed of except in containers designed for that purpose, which containers shall be placed out for collection no sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

B. All air-conditioning units shall be shielded and hidden by walls and/or landscaping so that they shall not be visible from any street or adjacent Lots. Wall and window air-conditioning units are prohibited.

C. No building shall have any aluminum foil placed in any windows or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except as may be approved by the ARB for energy conservation purposes.

D. Solar collectors shall only be permitted at locations on Lots or on structures thereon, as are approved by the ARB. All solar collectors shall be flush-mounted onto a roof plane or shall be fully screened, and no exposed piping shall be permitted. Shielding of approved solar collectors may be required. The decision of what constitutes adequate shielding shall be made by the ARB, whose decision shall be final.

E. The ARB shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by the ARB.

Section 21. PETS AND ANIMALS.

A. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by the Homeowner's Association in its sole discretion. All animals shall be contained on the Owner's Lot and shall not be permitted to roam free, or to otherwise disturb the peace of other Owners.

B. Swine, goats, horses, cattle, sheep, chickens and the like are hereby declared to be specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. Pit Bull dogs and other canines which are generally accepted and recognized to be vicious are prohibited. The determination what is or may be an obnoxious animal, fowl or reptile shall be made by the Association, whose decision shall be final. Each pet owner agrees to indemnify the Association and the Declarant and to hold the Association and the Declarant harmless of and from any loss or liability arising from the maintenance of a pet within the Property.

C. No animal breeding or sales as a business shall be permitted in Mariner's Cove.

D. Owners and their invitees shall be responsible for any droppings left by their respective pets on portions of Mariner's Cove other than such Owner's Lot, and shall promptly cause such droppings to be removed and properly disposed of.

Section 22. APPLICABILITY. The provisions of this Article VIII shall be applicable to all of the Lots, but shall not be applicable to the Developer or any of its affiliates or designees.

Section 23. ADDITIONAL RULES AND REGULATIONS. Attached hereto as Declarant may, but shall have no obligation to, add certain additional rules and regulations of the Association, the original set of such additional rules and regulations shall be automatically incorporated herein by this reference; and such additional rules and regulations may be modified, in whole or in part, at any time by the Board of Directors of the Association, without the necessity of recording an amendment to such rules and regulations in the Public Records of Broward County, Florida.

ARTICLE IX

CENTRAL SECURITY AND "CARD-KEY" SYSTEMS

Developer, the Association or their successors or assigns or franchisees may enter into contracts for the provision of security services to all of the Lots within Mariner's Cove. Additionally, the Developer may, but shall not necessarily be obligated to, install "card-key" security gates at the entrances to Mariner's Cove. DEVELOPER, THE ASSOCIATION, THE SECURITY SERVICE PROVIDER AND THEIR FRANCHISEES DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, INCLUDING THE "CARD-KEY" SYSTEM, OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR OR PREVENT; AND EVERY OWNER OR OCCUPANT OF PROPERTY WITHIN Mariner's Cove ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION, THE SECURITY SERVICE PROVIDER OR ANY OF THEIR SUCCESSORS, ASSIGNS OR FRANCHISEES WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services, and therefore every Owner or occupant of property within Mariner's Cove agrees that Developer, the Association, the security service provider or any of their successors, assigns or franchisees assumes no liability for loss or damage to property or for personal injury or death to persons due to failure of the card-key system to prevent access by any person to Mariner's Cove or due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged, equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property within Mariner's Cove further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any, of the

Developer, the Association, the security service provider or any of their successors, assigns or franchisees, such loss or damage sustained shall be limited to a sum not exceeding Two Hundred and No/100 U.S. Dollars (\$200.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, the Association, the security service provider or any of their successors, assigns or franchisees, nor shall any such party be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE X

LAKE CORAL SPRINGS COMMUNITY ASSOCIATION; NEIGHBORHOOD ASSOCIATION

Section 1. EXISTENCE MASTER ASSOCIATION AND GENERAL COVENANTS.

Mariner's Cove is part of a master planned community known as Lake Coral Springs Community. The Plat of Mariner's Cove of Eagle Lake is recorded at Plat Book 161, Page 7 of the Public Records of Broward County, Florida. In order to facilitate the development and subsequent operation of Lake Coral Springs Community, Florida National Properties, Inc. ("FNP"), the developer of the residential community known as the "Lake Coral Springs Community" caused to be executed and recorded in the Public Records of Broward County a document entitled Declaration and General Protective Covenants For Lake Coral Springs Community (the "General Covenants"), which document was recorded at Official Records Book 19085, Page 400 of the Public Records of Broward County, Florida. The Covenants have been amended and supplement from time to time by other instruments recorded in Public Records of Broward County. The General Covenants are covenants which run with the land as to all property located within Mariner's Cove.

Section 2. POWERS OF MASTER ASSOCIATION. The General Covenants impose various restrictions on the development, ownership and use of all property within Mariner's Cove. The General Covenants provide for the formation of a corporation known as the Lake Coral Springs Association, Inc., a Florida corporation not-for-profit (the "Master Association"), and vests the Master Association with various powers and duties related to the development, ownership and use of the "Committed Property" (as that term is defined in the General Covenants) and particularly Mariner's Cove. Specifically, the General Covenants provide that the Master Association shall be charged with various obligations regarding maintenance of common areas within the Committed Property, approval of the design and appearance of new Structures constructed within Mariner's Cove and insuring that all property owners within Mariner's Cove comply with the terms and conditions of the General Covenants. The Master Association is further given the power to levy periodic assessments on all property located within Mariner's Cove, and to impose a one time Capital Payment contribution upon all residential Lots within Mariner's Cove in the amount of \$100.00. This Capital Payment contribution shall be due and payable in addition to the capital contribution provided for in Article VIII, Section 18. hereof.

Section 3. LAKE CORAL SPRINGS COMMUNITY MASTER ASSOCIATION.

Mariner's Cove is part of a master development known as Lake Coral Springs Community Association, Inc. and is subject to the Declaration and General Protective Covenants For Lake Coral springs Community which is recorded in Official Records Book 19085, at Page 400 of the Public Records of Broward County, Florida, described above (the "General Covenants" or "Master Covenants"). Pursuant to the Master Covenants, assessments are due and payable to the Lake Coral Springs Association, Inc., a Florida corporation not for profit, (the "Master Association") as described in the Master Covenants; and the Declaration of Neighborhood Covenants For The Cove of Eagle Lake, which is recorded in Official Records Book 22337, Page 606, of the Public Records of Broward County, Florida, (the "Neighborhood Covenants"). The Master Association shall bill the Association for the assessments due from the various Lot Owners within Mariner's Cove, and the Association shall collect such Master Association assessments and remit the same to the Master Association.

Section 4. DECLARATION OF NEIGHBORHOOD COVENANTS FOR THE COVE OF EAGLE LAKE AND IN PARTICULAR MARINER'S COVE.

Mariner's Cove is a "Neighborhood" as that term is defined in the Declaration of Neighborhood Covenants for The Cove of Eagle Lake (the "Neighborhood Covenants") recorded in Official Records Book 22337, Page 606, of the Public Records of Broward County, Florida, within the Master Planned Community known as the "Lake Coral Springs Community". The Property is encumbered by the terms, covenants, conditions and restrictions contained in the Neighborhood Covenants. The Neighborhood Covenants provide that the Declarant shall create and establish a Neighborhood Association for the Neighborhood and further provide that the Property shall be "...held, transferred, sold, conveyed and occupied subject to the General Covenants and any and all amendments thereto, and the Supplemental Restrictions, Covenants, Servitudes, Impositions, Easements, Charges and Liens hereinafter set forth." In the event of any conflict between the terms, covenants and conditions hereof and the terms, covenants and conditions contained in the Neighborhood Covenants, the terms and conditions of the Neighborhood Covenants shall control.

Section 5. CONFLICTS AND INCONSISTENCIES. In the event of any conflict between the terms, covenants and conditions hereof and the terms, covenants and conditions contained in the General Covenants, the terms and conditions of the General Covenants shall control.

ARTICLE XI
THE LAKE

The Master Association shall have the right to promulgate and enforce rules and regulations concerning the use of the "Lake" which shall mean and refer to the lake contained within the Lake Coral Springs Community, as more particularly described in the General Covenants. The Lake is the Master Association Common Area. The boundaries of the Lake shall be subject to accretion, reliction and other natural changes. The Master Association shall maintain the Lake and the cost and expense of such maintenance, including the cost and expense of aeration and applications of herbicides for aquatic weed control, shall be an "Operating Expense" (as that term is defined in the General

Covenants). All such determinations as to applications of herbicides shall be made by the "Declarant" under the General Covenants.

ARTICLE XII **INSURANCE**

Section 1. COMMON AREAS. The Association shall keep all improvements, facilities and fixtures located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

The Association shall also maintain flood insurance in an amount equal to 100% of the replacement cost of all insurable improvements within the Common Areas or the maximum amount available under the National Flood Insurance Program.

The Association may obtain such other insurance coverages as the Board may deem necessary and appropriate to the performance of the Association's obligations hereunder and the protection of the Association and its properties.

Section 2. REPLACEMENT OR REPAIR OF PROPERTY. In the event of damage to or destruction of any portion of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of this Declaration.

ARTICLE XIII **GENERAL PROVISIONS**

Section 1. DURATION. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the then Owners of 75% of all Lots subject hereto and 100% of all mortgages on any portion of the Property has been recorded in the public records of Broward County, Florida, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such

revocation, and unless written notice of the proposed agreement is sent to every Owner and mortgagee at least ninety (90) days in advance of any signatures being obtained.

Section 2. NOTICES. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the Public Records of Broward County, Florida, at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or 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. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any one of them, and the expenses of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 4. SEVERABILITY. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. CONFLICT. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By Laws of the Association and the Articles shall take precedence over the By Laws.

Section 6. EFFECTIVE DATE. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Broward County, Florida.

Section 7. AMENDMENT. This Declaration may be amended from time to time upon the execution and recordation of an instrument signed by the President and Secretary of the Association upon approval of (a) Developer so long as Developer shall have its Class B interest, or (2) by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent. In lieu of the foregoing, and prior to the Turnover Date, the Developer may amend this Declaration in the Developer's sole discretion without the approval of the Association or Owners. Provided, however, that any amendment of this

declaration which shall have the effect of impairing the lien and effect of any mortgage held by any institutional mortgagee upon any portion of the Property or of purporting to subordinate the lien of such mortgage to the lien provided for herein in contravention of Section 10 of Article V hereof, shall require the written consent of all of the institutional mortgagees holding such mortgages on any portion of the Property.

Section 8. STANDARDS FOR CONSENT, APPROVAL ETC. Whenever this Declaration requires the consent, approval, completion, substantial completion or other action by the Developer or its affiliates, the Association or the ARB, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate.

Section 9. EASEMENTS. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in existence having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owner's behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. BLASTING AND OTHER ACTIVITIES. All Owners, occupants and users of the Property are hereby placed on notice that Declarant and/or its agents, contractors, subcontractors, licensees and other designees or other parties may, from time to time, conduct excavation, construction or other such activities within the Property and that other landowners or developers may conduct such activities, together with blasting activities on other properties located in the vicinity of the Property. By acceptance of their deed or other interest, and by using any portion of the Property, each such person acknowledges, stipulates and agrees (i) that none of the aforesaid activities conducted on the Property shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon any property within or in proximity to the Property where such activity is being conducted (even if not being actively conducted at the time of entry), and (iii) this acknowledgement and agreement is a material inducement to Declarant to sell, convey, lease and/or allow the use of the applicable portion of the Property. PROVIDED, HOWEVER, THAT BY THEIR ACCEPTANCE OF SUCH DEED, NO LOT OWNER SHALL BE DEEMED TO HAVE WAIVED OR OTHERWISE IMPAIRED ANY RIGHT TO RECOVER DAMAGES FROM

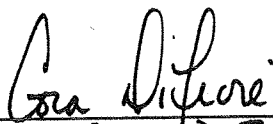
ANY PARTY CAUSING DAMAGE TO PERSON OR PROPERTY AS A RESULT OF BLASTING ACTIVITIES ON THE PROPERTY OR ON ANY REAL PROPERTY LOCATED IN THE VICINITY OF THE PROPERTY.

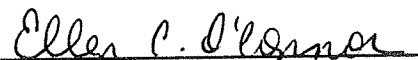
Section 11. ROADWAYS AND TRAFFIC CONTROL DEVICES. Pursuant to the Plat of "Mariner's Cove of Eagle Lake", the roadways within Mariner's Cove are to be private roadways, whose maintenance and repair shall be the responsibility of the Association. Pursuant to the provisions of this Declaration, the roadways within Mariner's Cove shall remain as private roadways in perpetuity, unless 100% of the Owners and 100% of the parties holding mortgages on Lots within Mariner's Cove, together with Broward County, shall agree that such roadways may become public roadways. Additionally, in the event that any Lot Owner may wish to have a traffic signal installed at the entrance to Mariner's Cove in lieu of the stop signs presently installed at such intersection, such application shall be made only through the Association upon the affirmative vote of the Board of Directors of the Association or otherwise upon the vote of the Owners as provided in the Articles and By-laws. In the event that such request is made by the Association or any third party, and Broward County determines that a traffic signal or other traffic control device is appropriate at the entrance to Mariner's Cove, the cost of such signal/device, including the installation thereof, shall be borne solely by the Association.

Section 12. USAGE. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered


Witness CORA DiFiore


Witness ELLEN C. O'CONNOR

TRANSEASTERN PROPERTIES AT THE COVE,
INC., a Florida corporation


Arthur Falcone, President

BK25945PE0141

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Arthur J. Falcone, to me known to be the President of TRANSEASTERN PROPERTIES AT THE COVE, INC., a Florida corporation, to me personally known, and who executed the foregoing instrument and who acknowledged before me that he executed same for the purposes therein stated on behalf of said corporation.

WITNESS my hand and seal in the County and State last aforesaid, this 22 day of May, 1996.

Cora DiFiore

NOTARY PUBLIC

Cora DiFiore

Printed Notary Name
My Commission Expires:



CORA DIFIORE
My Commission CC361233
Expires May. 07, 1998
Bonded by ANB
800-852-5878

a:\mariners.cve

BK25945PG0142

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MARINER'S COVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on May 23, 1996, as shown by the records of this office.

The document number of this corporation is N96000002776.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-fourth day of May, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

BK24945PC0143

**ARTICLES OF INCORPORATION
FOR
MARINER'S COVE HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit**

FILED
96 MAY 23 PM 1:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, and hereby adopt the following Articles of Incorporation:

PREAMBLE

Transeastern Properties at the Cove, Inc., a Florida corporation ("Declarant"), owns certain property in Broward County, Florida (the "Subject Property"), and intends to execute and record a Declaration of Covenants, Conditions and Restrictions For Mariner's Cove (the "Declaration") which will affect the Subject Property. This association is being formed as the association to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Broward County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the Declaration shall apply to these Articles of Incorporation, and to the By-Laws of the Association.

**ARTICLE I
NAME**

The name of the corporation shall be MARINER'S COVE HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

**ARTICLE II
PURPOSE**

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not for profit pursuant to Chapter 617, of the Florida Statutes.
2. To enforce and exercise the duties of the Association as provided in the Declaration.

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3. To promote the health, safety, welfare, comfort and social and economic benefit of the Members of the Association.
4. To provide an entity for the purpose of administering a residential real estate project known as "Mariner's Cove" (the "Property").

ARTICLE III **DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions for Mariner's Cove (the "Declaration") to be recorded in the Public Records of Broward County, Florida, and the By-Laws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV **POWERS**

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

- 4.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.
- 4.2 **Enumeration.** The Association shall have all of the powers reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect assessments and other charges against Lots and the owners of Lots within the Property (the "Owners"), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the "Common Areas" (as defined in the Declaration) and insurance for the protection of the association, its officers, Board of Directors and Owners.

- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
- (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Property, subject, however, to the limitation regarding assessing Lots owned by "Declarant" (as defined in the declaration)for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or By-Laws.
- (g) To contract for the management and maintenance of the Property and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association, including its board and all officers, shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (h) To employ personnel to perform the services required for the proper operation of the Property.
- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles and the By-Laws.
- 4.4 Distribution of Income: Dissolution. The Association shall make no distribution of income to its Owners, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the By-Laws.

ARTICLE V
MEMBERS

- 5.1 **Membership.** The members of the Association ("Owners") shall consist of the Declarant and all of the Owners of Lots in the Property from time to time, as further described in the Declaration. An Owner does not have authority to act for the Association by virtue of being a member.
- 5.2 **Assignment.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.
- 5.3 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.
- 5.4 **Meetings.** The By-Laws shall provide for an annual meeting of Owners, and may make provision for regular and special meetings of Owners other than the annual meeting.
- 5.5 **Written Action.** Action required or permitted to be taken at an annual or special meeting of Owners may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Owners entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced, dated and signed by approving Owners having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to its principal office in this state, its principal place of business, the corporate secretary, or another officer or agent of the Association having custody of the book in which proceedings of meetings of Owners are recorded. Written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by Owners having the requisite number of votes necessary to authorize the action within 60 days of the date of the earliest dated consent and is delivered in the manner required by this section. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association at its principal office in this state or its principal place of business, or received by the corporate

secretary or either officer or agent of the Association having custody of the book in which proceedings of meetings of Owners are recorded. Within 10 days after obtaining such authorization by written consent, notice must be given to those Owners who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action. A consent signed under this section has the effect of a meeting vote and may be described as such in any document. If the action to which the Owners consent is such as would have required the filing of a certificate, the certificate filed must state that written consent has been given in accordance with the provisions of this section. Whenever action is taken pursuant to this section, the written consent of the Owners consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of Owners.

ARTICLE VI **TERM OF EXISTENCE**

The Association shall have perpetual existence.

ARTICLE VII **INCORPORATOR**

The name and address of the Incorporator of these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Cora DiFiore	3300 University Drive Coral Springs, FL 33065

ARTICLE VIII **OFFICERS**

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

President
Vice President
Secretary/Treasurer

Daniel J. Andreacci
Neil Eisner
Cora DiFiore

ARTICLE IX **BOARD OF DIRECTORS**

- 9.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board (the "Board" or "Board of Directors") consisting of the number of Board members determined in the manner provided by the By-Laws, but which shall consist of not less than three (3), nor more than nine (9) Board Members. Members of the Board of Directors need not be Owners.
- 9.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required and except as provided in the Declaration.
- 9.3 **Election; Removal.** Board members shall be elected at the annual meeting of the Owners in the manner determined by and subject to the qualifications set forth in the By-Laws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
- 9.4 **First Directors.** The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the By-Laws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Daniel J. Andreacci	3300 University Drive Coral Springs, FL 33065
Neil Eisner	3300 University Drive Coral Springs, FL 33065
Cora DiFiore	3300 University Drive Coral Springs, FL 33065

ARTICLE X
INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify any Board member or officer, or their agents, who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such party is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such party in connection with such action, suit or proceeding unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, reasonable cause to believe that such person's conduct was unlawful.
- 10.2 Expenses. To the extent that a member of the Board, officer, employee or agent of the Association has been successful on the merits or otherwise in connection with any proceeding under Section 10.1 above, for the purpose of determining his entitlement to indemnifications, he shall also be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection with obtaining such determination.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking

indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Board member, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board member, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Board member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Association would have the power to indemnify said person against such liability under the provisions of this Article.
- 10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI **BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE XII **AMENDMENTS**

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

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

- (a) at any time, by not less than a majority of the votes of all of the Owners represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board; or
 - (b) after control of the Association is turned over to Owners of Lots other than the Declarant (the "Turnover Date"), by not less than sixty-seven percent (67%) of the votes of all of the Owners represented at a meeting at which a quorum has been attained; or
 - (c) after the Turnover Date, by not less than 75% of the entire Board; or
 - (d) before the Turnover Date, by not less than 66 2/3% of the entire Board.
- 12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Owners, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers," without the approval in writing of all Owners and the joinder of all mortgagees holding mortgagees on any portion of the Property. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant or its affiliates, unless Declarant or its affiliates shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 12.4 Declarant. Declarant has the absolute right, without the joinder of the Association or any other party, to amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone) without any consent of Owners.
- 12.5 Recording. A copy of each amendment shall be filed with the department of State pursuant to the provisions of applicable Florida Law.

ARTICLE XIII **PRINCIPAL ADDRESS OF ASSOCIATION**

The principal office of this corporation shall be at 3300 University Drive, Coral Springs, FL 33065, or such other place as may subsequently be designated by the Board

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ARTICLE XIV
CONVEYANCE

The Association shall accept any and all deeds of conveyance delivered to it by the Declarant.

ARTICLE XV
REGISTERED AGENT

The initial registered agent of the Association shall be Alan J. Polin, Esq., Alan J. Polin, P.A., Coral Springs Financial Plaza, 3300 University Drive, Suite 601, Coral Springs, Florida 33065.

IN WITNESS WHEREOF the Incorporator has affixed her signature as of this 21st day of May, 1996.

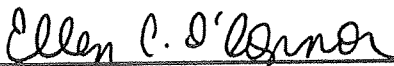


CORA DIFIORE, INCORPORATOR

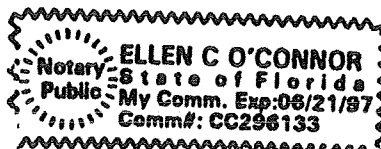
STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on this 21st day of May, 1996 by Cora DiFiore as Incorporator of Mariner's Cove Homeowners Association, Inc., on behalf of the Corporation, who is personally known to me.



Notary Public, State of Florida



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

FILED
96 MAY 23 PM 1:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PURSUANT TO THE PROVISIONS OF §607.0501 AND §617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: MARINER'S COVE HOMEOWNERS ASSOCIATION, INC.


2. The name and address of the registered agent and office is:

ALAN J. POLIN, ESQ.
(NAME)

3300 UNIVERSITY DRIVE, #601
(P.O. BOX NOT ACCEPTABLE)

CORAL SPRINGS, FL 33065
(CITY/STATE/ZIP)

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I ACCEPT THE DUTIES AND OBLIGATIONS OF §607.0505 AND §617.0501, FLORIDA STATUTES.


Alan J. Polin, Esq.

Dated: 5/21/96

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FILED

96 MAY 23 PM 1:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on this 21st day of May, 1996 by Alan J. Polin as Registered Agent of Mariner's Cove Homeowners Association, Inc., on behalf of the Corporation. He is personally known to me.

Ellen C. O'Connor

Notary Public, State of Florida



(s:\mariners.art)

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Exhibit "B"

**BY-LAWS OF
MARINER'S COVE HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit
organized under the laws of the State of Florida**

**ARTICLE 1
IDENTITY**

These are the By-Laws of MARINER'S COVE HOMEOWNERS ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering a residential real estate project known as "Mariner's Cove," located in Broward County, Florida (the "Property").

Section 1. Principal Office. The principal office of the Association shall be at 3300 University Drive, Coral Springs, FL 33065, or at such other place as may be subsequently designed by the Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 3. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

**ARTICLE 2
DEFINITIONS**

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Mariner's Cove (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires. "Developer" shall have the same meaning as "Declarant" as set forth in the Declaration.

ARTICLE 3

MEMBERS

The members of the Association ("Owners") shall be as specified in the Articles and Declaration.

Section 1. Annual Meeting. The annual Owners' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible the annual meeting shall be held during January, February or March and no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Owners, or as stated in the notice of the meeting sent to Owners in advance thereof.

Section 2. Special Meeting. Special Owners' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Owners. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 3. Notice of Meeting; Waiver of Notice. Notice of a meeting of Owners stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Owner as it appears on the roster of Owners described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit.

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

Section 4. Quorum. A quorum at Owners' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast fifty percent (50%) of the votes of Owners. Decisions that require a vote of the Owners shall be made by the concurrence of at least a majority of the Owners present, in person or by proxy, represented at a meeting at which a quorum has been attained.

Section 5. Voting

(a) Number of Votes. In any meeting of Owners, the Owners of Lots shall be entitled to cast one vote for each Lot owned. The vote of a Lot shall not be divisible. Additionally, the Declarant, shall have one vote, plus two votes for every vote then held by Owners (as more particularly described in the Declaration).

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or theses By-Laws. As used in these By-Laws, the Articles or Declaration, the terms "majority of the Owners" shall mean a majority of the votes of Owners and not a majority of the Owners themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Owners is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Owners and not of the Owners themselves.

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

(i) if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the vote for such Lot just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the vote for such Lot.

Section 6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person authorized to cast the Vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Owners, but no person other than a designee of the Developer may hold more than five (5) proxies.

To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 7. Order of Business. If a quorum has been attained, the order of business at the Owner's meetings shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be an Owner or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;

- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

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

Section 8. Minutes of Meeting. The minutes of all meetings of Owners and the Board of Directors shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes. The minutes shall be available for inspection by Owners or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 9. Written Action. Action required or permitted to be taken at an annual or special meeting of Owners may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Owners entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced, dated and signed by approving Owners having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to its principal office in this state, its principal place of business, the corporate secretary, or another officer or agent of the Association having custody of the book in which proceedings of meetings of Owners are recorded. Written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by Owners having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this section. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association at its principal office in this state or its principal place of business, or received by the corporate secretary or either officer or agent of the Association having custody of the book in which proceedings of meetings of Owners are recorded. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Owners who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action. A consent signed under this section has the effect of a meeting vote and may be described as such in any document. If the action to which the members consent is such as would have required the filing of a certificate, the certificate filed must state that written consent has been given in accordance with the provisions of this section. Whenever action is taken pursuant to this section, the written consent of the Owners consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of Owners.

ARTICLE 4 DIRECTORS

Section 1. Ownership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3), nor more than nine (9) "Directors", the exact number initially to be as set forth in the Articles, and from time to time upon majority vote of the membership. Directors need not be Owners.

Section 2. Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual Owners' meeting, except as provided herein to the contrary.

(b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Lot entitled to vote shall have a number of votes equal to the number of vacancies to be filled. No Lot may cast more than one vote for one candidate. There shall be no cumulative voting. All Owners shall be eligible to serve on the Board of Directors, and an Owner may nominate himself as a candidate for the Board at a meeting at which the election is held.

Section 3. Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Owners, vacancies on the Board occurring between annual meetings of Owners shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 15 hereof shall be filled by the developer without the necessity of any meeting.

(b) Any Director elected by the Owners may be removed by the concurrence of a majority of the votes of the Owners present (in person or by proxy) at a special meeting of Owners called for that purpose at which a quorum has been attained. The vacancy in the Board so created shall be filled by the Owners at the same meeting. The conveyance of all Lots owned by a Director in the Property who owned one or more Lots in the Property at the time he was elected or appointed (other than appointees of the Developer) shall constitute the resignation of such Director.

(c) Until the Turnover Date, no Directors named by the Developer shall be subject to removal by Owners other than the Developer. Directors appointed by the Developer and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

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

Section 4. Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Owners and subsequently until his successor is duly elected and qualified, or until he is removed in the manner provided herein.

Section 5. Organizational Meeting. The organizational meeting of newly-elected or appointed members of the board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telecopier, and shall be transmitted at least three (3) days prior to the meeting. A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Owners except for meeting between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the property at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the property, notice of each Board meeting must be mailed or delivered to each Owner at least seven (7) days before the meeting, except in an emergency.

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Section 7. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Owners and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Owners of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

Section 8. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 9. Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these ByLaws.

Section 10. Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

Section 12. Order of Business. If a quorum has been attained, the order of business at the Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;

(f) New business;

(g) Adjournment.

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

Section 13. Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by Owners, or their authorized representative, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

Section 14. Executive Committee; Other Committees. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Association during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the expenses required for the affairs of the Association, (b) to determine the Assessments payable by the Owners to meet the expenses of the Association, or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Property.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable, subject to any limitations on Directors' rights to delegate authority as may exist under general corporate law.

Section 15. Developer Control of Board; Turnover. Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association three (3) months after ninety (90%) percent of the Lots in all phases of the property that will ultimately be operated by the Association have been conveyed to Owners other than the Developer (the "Turnover Date"). Prior to the Turnover Date, the Developer shall have the right to appoint and replace all Directors and officers. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5) percent of the Lots in all phases of the Property. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

The Developer shall turn over control of the Association to Owners other than the Developer by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in

connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

Within a reasonable time after the Turnover Date (but not more than sixty (60) days after such event), the Developer shall deliver to the Association all property of the Association held by or controlled by the Developer, including, but not limited to, the "Official Records", as hereinafter defined.

ARTICLE 5

POWERS AND DUTIES

Section 1. Administration of Association. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these by-laws may not be delegated to the Board by the Owners. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Areas and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Association.
- (c) Collecting the Assessments for Common Expenses of the Association from Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Property and any property owned by the Association, subject to a right of the Owners to overrule the Board as provided in Article 13 hercof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.

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(j) Settling or compromising claims of or against the Association in which all Owners have a common interest.

(k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.

(l) Making repairs, additions and improvements to, or alterations of, the Common Areas, in accordance with the provisions of the Declaration after damage or destruction by fire or their casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.

(n) Levying fines against appropriate Owners for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Owners.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of at least two thirds (2/3) of the Owners' votes represented at a meeting of Owners at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$10,000.00. The Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the developer owns any Lot.

(p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

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

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

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating special taxing districts. Anything herein, in the Declaration, or elsewhere to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim, or extrajudicial action against the Developer, and such purposes shall not be generally deemed valid expenses of the Association subject to payment by assessment of the Lots or Owners. Funds of the Association may only be spent for such purposes by 85% of the votes of the Owners of the Association. This provision may not be amended.

Section 2. Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.

(b) A copy of the By-Laws of the Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.

(d) A copy of the Declaration and a copy of each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Board of Directors and of the Owners, which minutes must be retained for at least seven (7) years.

(g) A current roster of all Owners and their mailing addresses and Lot identifications.

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered Official Records and must be kept for a period of one (1) year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each Owner, designating the name and current address of each Owner who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Owner, the date and amount of each payment on the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the Association.
4. Any other records that identify, measure, record, or communicate financial information.

Section 3. Inspection of Official Records. The Official Records shall be maintained within the state and must be open to inspection and available for photocopying by Owners or their authorized agents at reasonable times and within ten (10) business days after receipt of written request for access. This provision may be complied with by having a copy of the Official Records available for inspection or copying in the property. The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this provision. An Owner who is denied access to Official Records is entitled to the actual damages or minimum damages for the Association's willful failure to comply. The minimum damages are to be \$50 per calendar day up to ten (10) days, the calculation to begin on the 11th business day after receipt of the written request. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Owners and prospective Owners and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

Section 4. Compliance. Each Owner and the Owner's tenants, guests, and invitees, and the Association, are governed by, and must comply with, the governing documents of the Property, and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

- (a) The Association
- (b) An Owner
- (c) Any Director or Officer of an Association who willfully and knowingly fails to comply with these provisions and;

- (d) Any tenants, guests, or invitees occupying a Lot or using the Common Areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This provision does not deprive any person of any other available right or remedy.

ARTICLE 6 **OFFICERS**

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Owners.

Section 2. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

Section 3. Vice-President. The Vice-President shall exercise the powers and perform duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

Section 4. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Owners. He shall attend to the giving of all notices to the Owners and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

Section 5. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals, and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

Section 6. Developer Appointees. No officer appointed by the Developer may be removed except as provided in Article 4, Section 15 hereof and by law.

ARTICLE 7 **COMPENSATION**

Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.

ARTICLE 8 **RESIGNATIONS**

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Developer or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.

ARTICLE 9 **FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

Section 1. Budget.

(a) Adoption by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Owners to meet the expenses of the Association, and allocate and assess such expenses among the Owners in accordance with the provisions of the Declaration. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Association shall provide each Owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The adoption of a budget for the Association by the Board shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget shall be mailed to each Owner not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Owners, provided that Owners shall have the right to participate, and need not be recognized, at such meeting.

(ii) Special Owners' Meeting. If a budget is adopted by the Board which requires assessments against Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Owners, a special meeting of the Owners shall be held within thirty (30) days of delivery of such application to the Board. Each Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Owners shall consider and adopt a budget. The adoption of such budget shall require a vote of Owners of not less than a majority of all the Lots (including Lots owned by the Developer), which are present at such meeting (in person or by proxy) at which a quorum is attained.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Owners in any year exceeding one hundred fifteen percent (115%) of assessments for the preceding year, there shall be excluded from the computations any authorized provisions for reasonable reserves made by the Board in respect of repair or replacement of the Common Areas or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Common Areas and all special assessments (including surcharges against specific Owner[s]).

(iv) Proviso. Anything herein to the contrary notwithstanding, prior to the Turnover Date, the budget may be set by the Board without holding any meeting, giving notice thereof, or being subject to the 115% limitation set forth in (ii) above.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Article 9, Section 1 (a) above, the Board may call a special meeting of Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Owners of the Association. If either such budget is adopted by a majority of the votes of Owners present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

Section 2. Common Assessments. Assessments against the Owners for their share of the items of the budget ("Common Assessments") shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, and Assessments shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments of such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

Section 3. Individual Assessments. Charges by the Association against less than all Owners for other than routine Common Expenses, shall be payable in advance. These charges may be

collected by assessment against the Owners of the Lot(s) affected thereby ("Individual Assessment"). Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

Section 4. Special Assessments. In the event the annual Common Assessment proves to be insufficient, the Board may adopt a special assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Common Assessments and as further provided in the Declaration. Special assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.

Section 5. Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

Section 6. Acceleration of Assessment Installments Upon Default. If an Owner shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

Section 7. Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.

Section 8. Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Owners or their authorized associates or the manager under any applicable management contract. The records shall be supplied at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, provide each Owner with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Owner. The financial report must consist of either:

(a) Financial statements presented in conformity with generally accepted accounting principles, or

(b) A financial report of actual receipts and expenditures, on a cash basis, which report must show:

1. The amount of receipts and expenditures by classification; and
2. The beginning and ending cash balances of the Association.

Section 9. Application of Payment. All payments made by an Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.

Section 10. Notice of Meeting. Notice of any meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

Section 11. Developer Exemption from Assessments for Lawsuits. The Developer shall not be liable for the payment of any Assessments applicable to Lots it owns, which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Developer.

ARTICLE 10

ROSTER OF UNIT OWNERS

The Association shall maintain current information regarding the title holders of all Lots. Such information shall be obtained by requiring each Owner to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

ARTICLE 11

AMENDMENTS

Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

Section 1. Notices. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

Section 2. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the votes of Owners of the Association. Directors and Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) at any time, by not less than a majority of the votes of all Owners of the Association represented at a meeting at which a quorum has been attained and by not less than 66 2/3% of the entire Board; or

(b) after the Turnover Date, by not less than 80% of the votes of the Owners of the Association represented at a meeting at which a quorum has been attained; or

(c) after the Turnover Date, by not less than 100% of the entire Board; or

(d) before the Turnover Date, by not less than 66 2/3% of the entire Board.

Section 3. Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or institutional mortgagees holding a mortgage on any portion of the Property without the consent of said Developer or Mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

Section 4. Execution and Recording. A copy of each amendment to these By-Laws shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration or these By-Laws allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is signed as above set forth.

ARTICLE 13

RULES AND REGULATIONS

The Board may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use and operation of the Property, except that subsequent to the date control of the Board is turned over by the Developer to Owners other than the Developer, Owners of a majority of the Lots represented at a meeting of Owners at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such rules and

regulations shall be furnished by the Board to each affected Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

ARTICLE 14 **CONSTRUCTION**

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

ARTICLE 15 **CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

ARTICLE 16 **CONFLICT**

In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these By-Laws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these By-Laws subordinate.

ARTICLE 17 **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Subject to the further provisions of this paragraph, the Association shall indemnify and hold harmless all officers and Directors, (and members of a Tribunal, as provided in Article 18, Section 3. hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed in the best interests of the Association or its Owners

generally and such court further specifically determines that indemnification should be denied. The provisions of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

ARTICLE 18

SUSPENSIONS OF PRIVILEGES: FINES

In the event of an alleged violation of the Declaration, the Articles, these By-Laws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Owner in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition the right of said Owner and his family, guest, invitee and tenant to use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress from the Owner's Lot, including the right to park a vehicle) and to fine such Owner. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$50.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. No fine under this section shall be assessable for delinquent Assessments but the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use Common Areas and facilities as a result of nonpayment of Assessments. The failure of the Board to enforce the rules and regulations, these By-Laws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these By-Laws, or by law shall be cumulative and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Association prescribed by these By-Laws, or by any rules and regulations adopted by the Association, before that Owner may resort to a court of law for relief from any provisions of the Declaration, the Articles, these By-Laws or the rules and regulations. The rights of the Association, to impose interest charges, accelerate Assessment payments, as elsewhere provided in the Declaration and these By-Laws, shall not be subject to the provisions of this Article 18 or require the notice and hearing provided herein.

Section 1. Written Complaint. A hearing to determine whether a right or privilege of an Owner or any of his family or tenants ("Respondent") under the Declaration or these By-Laws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Owner or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these By-Laws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

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

Section 3. Tribunal. The President shall appoint a Tribunal of three Owners (or the designees thereof) upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officer or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent or to a Director, Officer or employee of the Association. In appointing the members of the Tribunal, the President should make a good faith effort to avoid appointing any Owners who are witnesses to the alleged violation giving rise to the Complaint. The decision of the President shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of the evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Owner to replace the challenged member of the Tribunal. All decisions of the Board of this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing.

Section 4. Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.

Section 5. Hearing.

(a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence may be considered only on oath and affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.

(b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(d) Neither the accusing Owner nor the allegedly defaulting Owner must be in attendance at the hearing. The hearing shall be open to attendance by all Owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these By-Laws, the rules and regulations or the workings of the Association.

Section 6. Decision. The Tribunal will prepare written finding of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these By-Laws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Areas, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these By-Laws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served and posted in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

The foregoing was adopted as the By-Laws of the Mariner's Cove Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 30th day of May, 1996.

Approved:



Daniel J. Andreacci, President



Cora DiFiore, Secretary

a:\mariners.hyl



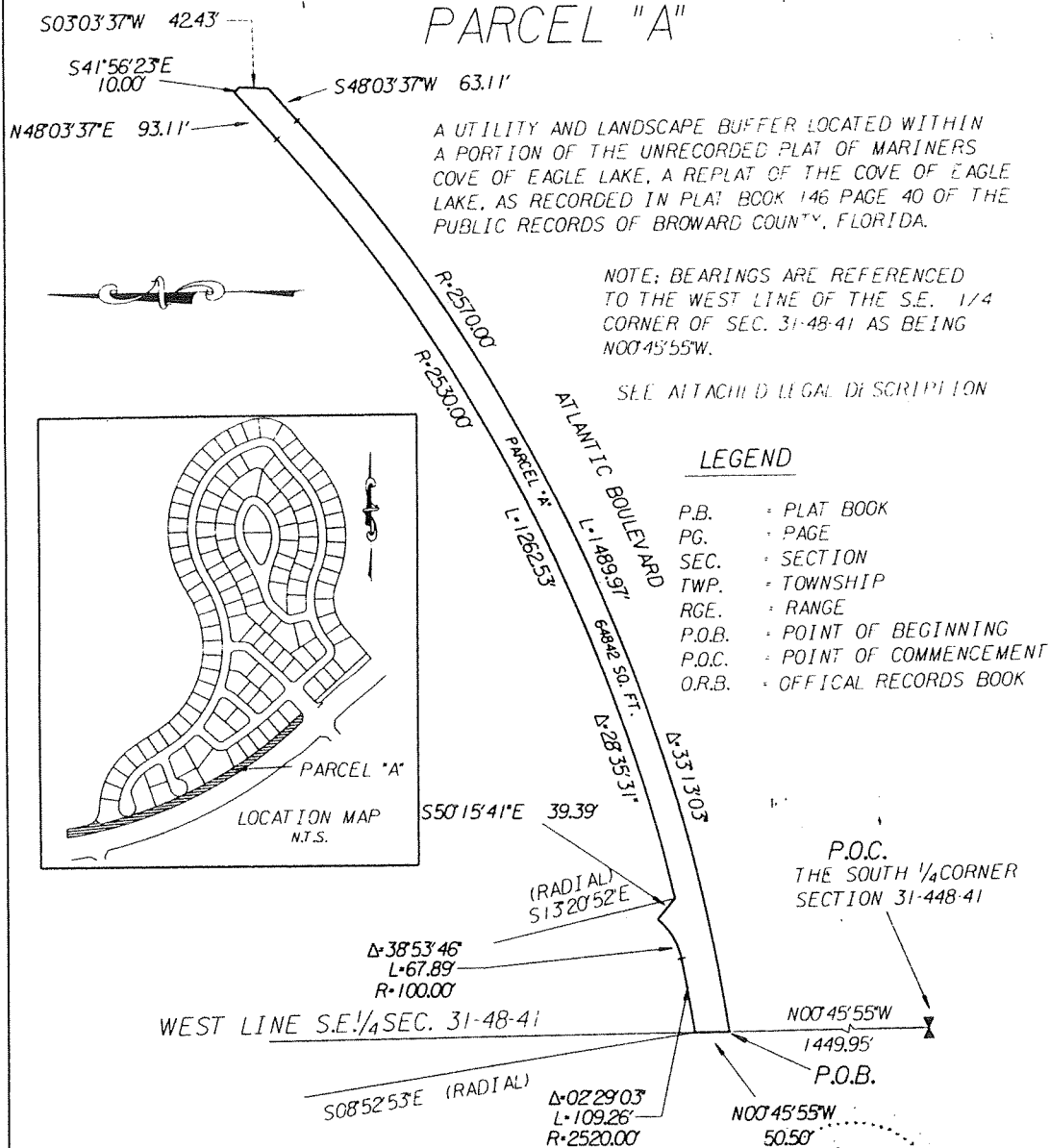
CONSUL-TECH ENGINEERING, INC.

Consulting Engineers • Landplanners • Land Surveyors

50 E. SAMPLE RD.
POMPANO BEACH, FL.4th FLOOR
(305) 785-8400

-SKETCH AND DESCRIPTION-

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DESCRIPTION SHOWN HEREON.



"TO THE BEST OF MY KNOWLEDGE AND BELIEF, I HEREBY CERTIFY THIS SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS MANDATED BY FLORIDA STATUTES CHAPTER 472."

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE:

ERNEST W. DUNCAN
REGISTERED LAND SURVEYOR
STATE OF FLORIDA

DATE
No. 5182

UPDATES/REVISIONS	DATE	BY	CK'D	NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.
				NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC. ©
Job No. 940780	Drawn By: JEM	Checked By: EWD	F.B. PG.	Scale: 1"=200'

524945P60180

EXHIBIT "C"

LEGAL DESCRIPTION
PARCEL "A"
MARINERS COVE

A portion of "THE COVE OF EAGLE LAKE" as recorded in Plat Book 146, Page 40 of the Public Records of Broward County, Florida, City of Coral Springs and being more particularly described as follows:

COMMENCE at the South One-Quarter (S.1/4) corner of Section 31, Township 48 South, Range 41 East;
thence North $00^{\circ} 45' 55''$ West, a distance of 1449.95 feet to
the POINT OF BEGINNING;

thence North $00^{\circ} 45' 55''$ West, a distance of 50.50 feet to a point on the arc of a circular curve concave to the Northwest having a radial bearing of South $08^{\circ} 52' 53''$ East, a radius of 2520.00 feet and a central angle of $02^{\circ} 29' 03''$;

thence Easterly along said curve an arc distance of 109.26 feet to the point of compound curvature of a circular curve concave to the Northwest, having a radius of 100.00 feet and a central angle of $38^{\circ} 53' 46''$;

thence Northeasterly along said curve an arc distance of 67.89 feet;

thence South $50^{\circ} 15' 41''$ East, a distance of 39.39 feet to a point on the arc of a circular curve concave to the Northwest having a radial bearing of South $13^{\circ} 20' 52''$ East, a radius of 2530.00 feet and a central angle of $28^{\circ} 35' 31''$;

thence Northeasterly along said curve an arc distance of 1262.53 feet to a point of tangency;

thence North $48^{\circ} 03' 37''$ East, a distance of 93.11 feet;

thence South $41^{\circ} 56' 23''$ East, a distance of 10.00 feet;

thence South $03^{\circ} 03' 37''$ West, a distance of 42.43 feet;

thence South $48^{\circ} 03' 37''$ West, a distance of 63.11 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2570.00 feet, a central angle of $33^{\circ} 13' 03''$;

thence Southwesterly along said curve an arc distance of 1489.97 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Coral Springs, Broward County, Florida; and containing 64842 square feet, more or less.

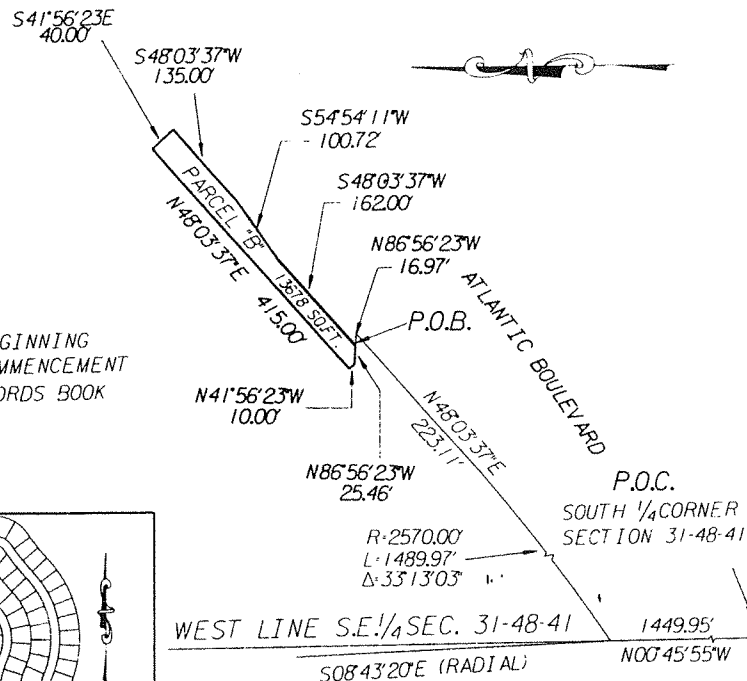
EXHIBIT "C"

-SKETCH AND DESCRIPTION-

PARCEL "B"

LEGEND

-
- PARCEL "B"
- LOCATION MAP
N.T.S.



NOTE: BEARINGS ARE REFERENCED TO THE WEST LINE OF THE S.E. 1/4 CORNER OF SEC. 31-48-41 AS BEING N00°45'55"W.

SEE ATTACHED LEGAL DESCRIPTION

THIS DRAWING IS NOT VALID UNLESS IT
BEARS AN ORIGINAL SEAL & SIGNATURE

ERNEST W. DUNCAN
REGISTERED LAND SURVEYOR
STATE OF FLORIDA

"TO THE BEST OF MY KNOWLEDGE AND BELIEF, I HEREBY CERTIFY THIS SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS MANDATED BY FLORIDA STATUTES CHAPTER 472."

UPDATES/REVISIONS		DATE	BY	CK'D	NOTE: I, undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC. ©				
Job No.	940780	Drawn By:	JEM	Checked By:	EWD	F.B.	PG.	Scale:	1"=200'

EXHIBIT "C"

LAND DESCRIPTION: PARCEL "B" (UTILITY AND LANDSCAPE BUFFER)

A PORTION OF "THE COVE OF EAGLE LAKE" AS RECORDED IN PLAT BOOK 146, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 48 SOUTH, RANGE 41 EAST, CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER (S. 1/4) OF SAID SECTION 31; THENCE ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 31, NORTH $00^{\circ}45'55''$ WEST, A DISTANCE OF 1449.95 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2570.00 FEET, (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH $08^{\circ}43'20''$ EAST); THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $33^{\circ}13'03''$, AN ARC DISTANCE OF 1489.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH $48^{\circ}03'37''$ EAST, 223.11 FEET; THENCE NORTH $86^{\circ}56'23''$ WEST, 16.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH $86^{\circ}56'23''$ WEST, 25.46 FEET; THENCE NORTH $41^{\circ}56'23''$ WEST, 10.00 FEET; THENCE NORTH $48^{\circ}03'37''$ EAST, 415.00 FEET; THENCE SOUTH $41^{\circ}56'23''$ EAST, 40.00 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF ATLANTIC BOULEVARD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH $48^{\circ}03'37''$ WEST, 135.00 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, SOUTH $54^{\circ}54'11''$ WEST, 100.72 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, SOUTH $48^{\circ}03'37''$ WEST, 162.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA. CONTAINING 13,678 SQUARE FEET (0.3140 ACRES), MORE OR LESS..

EXHIBIT "C"

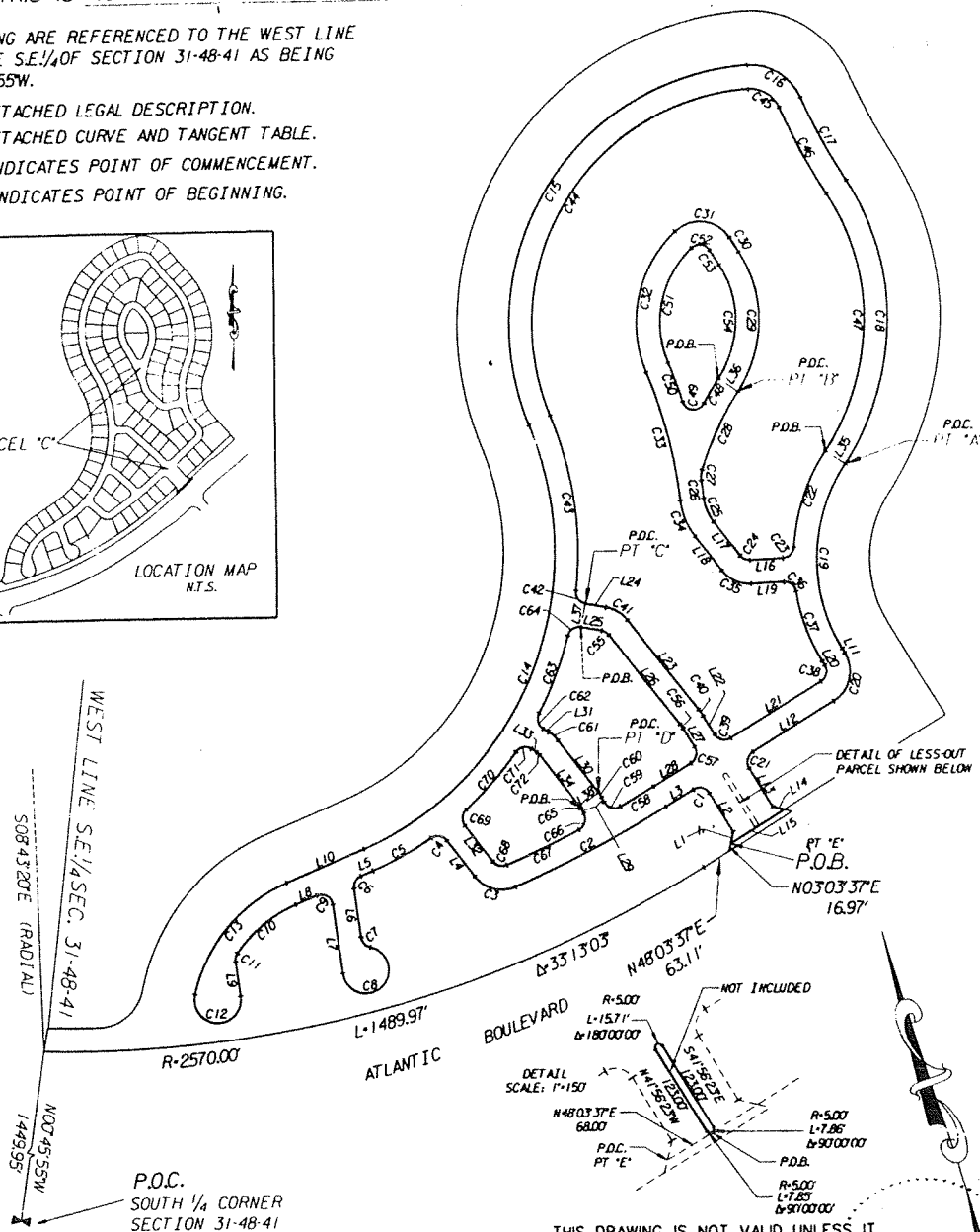
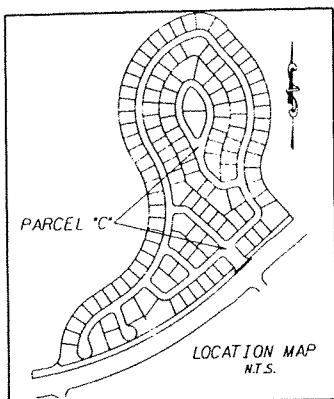
0024945P60183

Consulting Engineers • Landplanners • Land Surveyors

4th FLOOR
(305) 785-8400

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DESCRIPTION SHOWN HEREON.

P.O.B. INDICATES POINT OF BEGINNING.



THIS DRAWING IS NOT VALID UNLESS IT
BEARS AN ORIGINAL SEAL & SIGNATURE

"TO THE BEST OF MY KNOWLEDGE AND BELIEF, HEREBY
CERTIFY THIS SKETCH SHOWN HEREON MEETS THE MINIMUM
TECHNICAL STANDARDS FOR LAND SURVEYING AS MANDATED
BY FLORIDA STATUTES CHAPTER 472."

ERNEST W. DUNCAN
REGISTERED LAND SURVEYOR
STATE OF FLORIDA

DATE
No. 5182

[illegible]

NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or warranties as to the completeness of the information reflected herein or guarantee any easements, right of way, set back lines, or other agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.

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Scale: 1"=250'

CURVE	LENGTH ft	DELTA	RADIUS ft
C1	39.27	90°00'00"	25.00
C2	364.66	8°38'14"	2419.00
C3	98.13	74°57'56"	75.00
C4	37.62	86°12'46"	25.00
C5	143.26	11°12'48"	732.00
C6	32.78	75°08'04"	25.00
C7	30.77	70°31'44"	25.00
C8	218.63	250°31'43"	50.00
C9	45.76	104°51'55"	25.00
C10	163.72	32°34'11"	288.00
C11	18.59	42°36'44"	25.00
C12	175.56	201°10'29"	50.00
C13	318.61	54°00'32"	338.00
C14	1071.28	90°00'00"	682.00
C15	1038.84	109°37'39"	542.94
C16	141.88	68°53'27"	118.00
C17	200.59	8°27'34"	1358.57
C18	631.29	66°36'44"	543.00
C19	412.41	65°16'28"	362.00
C20	117.81	90°00'02"	75.00
C21	39.27	90°00'00"	25.00
C22	216.21	30°04' 5"	112.00
C23	36.40	85°25'55"	25.00
C24	23.99	54°59'00"	25.00
C25	55.30	31°40'54"	100.00
C26	37.12	2°06'51"	1006.00
C27	22.56	25°51'11"	50.00
C28	180.20	16°14'00"	636.00
C29	312.74	66°36'44"	269.00
C30	36.34	1°16'31"	1632.57
C31	133.85	102°15'30"	75.00
C32	324.24	69°04'34"	268.94
C33	278.62	16°41'56"	956.00
C34	82.94	31°40'54"	150.00
C35	71.97	54°59'00"	75.00
C36	36.40	85°25'44"	25.00
C37	158.67	22°03'59"	412.00
C38	39.27	90°00'02"	25.00
C39	39.27	90°00'00"	25.00
C40	16.75	6°23'50"	150.00
C41	54.53	41°39'32"	75.00
C42	37.62	86°12'43"	25.00
C43	377.56	29°33'09"	732.00
C44	943.17	109°37'39"	492.94
C45	81.76	68°53'27"	68.00
C46	207.97	8°27'34"	1408.57
C47	573.16	66°36'44"	493.00
C48	59.63	4°58'50"	686.00
C49	58.12	133°12'41"	25.00
C50	86.07	4°54'07"	1006.00
C51	263.95	69°04'34"	218.94
C52	44.62	102°15'30"	25.00
C53	37.45	1°16'31"	1682.57
C54	254.61	66°36'44"	219.00
C55	18.18	41°39'32"	25.00
C56	11.17	6°23'50"	100.00
C57	39.27	90°00'00"	25.00
C58	81.75	1°58'38"	2369.00
C59	39.80	91°13'22"	25.00
C60	12.56	9°35'50"	75.00
C61	26.56	20°17'15"	75.00
C62	37.62	86°12'45"	25.00
C63	176.28	13°47'53"	732.00
C64	37.62	86°12'49"	25.00
C65	4.19	9°35'50"	25.00
C66	39.80	91°13'17"	25.00
C67	174.30	4°12'56"	2369.00
C68	32.71	74°57'56"	25.00
C69	37.62	86°12'46"	25.00
C70	162.42	12°42'47"	732.00
C71	37.62	86°12'47"	25.00
C72	8.85	20°17'14"	25.00

LINE	DIRECTION	DISTANCE ft
L1	N03°03'37"E	25.46
L2	N41°56'23"W	96.00
L3	S48°03'37"W	68.11
L4	N48°20'13"W	97.44
L5	S56°39'49"W	28.15
L6	S18°28'15"E	103.95
L7	N18°28'15"W	148.11
L8	S56°39'48"W	48.39
L9	S18°31'12"E	74.03
L10	N56°39'49"E	180.00
L11	S41°56'26"E	10.15
L12	S48°03'37"W	203.00
L13	S41°56'25"E	96.00
L14	S86°56'25"E	25.46
L15	S48°03'37"W	136.00
L16	S76°41'51"W	70.84
L17	N48°19'10"W	91.99
L18	S48°19'10"E	91.99
L19	N76°41'51"E	70.85
L20	S41°56'26"E	10.15
L21	S48°03'37"W	228.00
L22	N41°56'23"W	46.14
L23	N48°20'13"W	243.01
L24	N89°59'46"W	45.54
L25	S89°59'46"E	45.54
L26	S48°20'13"E	243.01
L27	S41°56'23"E	46.14
L28	S48°03'37"W	93.11
L29	N38°44'23"W	11.69
L30	N48°20'13"W	140.48
L31	N68°37'27"W	14.41
L32	N48°20'13"W	97.44
L33	S68°37'26"E	14.41
L34	S48°20'13"E	140.48
L35	N66°39'55"W	50.00
L36	N66°39'55"W	50.00
L37	S00°00'14"W	50.00
L38	S41°39'47"W	50.00

OK 24945PC0185

EXHIBIT "C"

LAND DESCRIPTION: PARCEL "C" (PRIVATE ROADWAY AND UTILITY EASEMENT)

A PORTION OF "THE COVE OF EAGLE LAKE" AS RECORDED IN PLAT BOOK 146, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 48 SOUTH, RANGE 41 EAST, CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER (S. 1/4) OF SAID SECTION 31; THENCE ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 31, NORTH 00°45'55" WEST, A DISTANCE OF 1449.95 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2570.00 FEET, (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 08°43'20"EAST); THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°13'03", AN ARC DISTANCE OF 1489.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 48°03'37" EAST, 63.11 FEET; THENCE NORTH 03°03'37" EAST, 16.97 FEET TO POINT "E", SAID POINT "E" BEING THE POINT OF BEGINNING; THENCE NORTH 03°03'37" EAST, 25.46 FEET; THENCE NORTH 41°56'23" WEST, 96.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 48°03'37" WEST, 68.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2419.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°38'14", AN ARC DISTANCE OF 364.66 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°57'56", AN ARC DISTANCE OF 98.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°20'13" WEST, 97.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°12'46", AN ARC DISTANCE OF 37.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 732.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°12'48", AN ARC DISTANCE OF 143.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 56°39'49" WEST, 28.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°08'04", AN ARC DISTANCE OF 32.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°28'15" EAST, 103.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°31'44", AN ARC DISTANCE OF 30.77 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 250°31'43", AN ARC DISTANCE OF 218.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 18°28'15" WEST, 148.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 104°51'55", AN ARC DISTANCE OF 45.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 56°39'48" WEST, 48.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 288.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°34'17", AN ARC DISTANCE OF 163.72 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY

EXHIBIT "C"

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $42^{\circ}36'44''$, AN ARC DISTANCE OF 18.59 FEET TO A POINT OF TANGENCY; THENCE SOUTH $18^{\circ}31'12''$ EAST, 74.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $201^{\circ}10'29''$, AN ARC DISTANCE OF 175.56 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 338.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}00'32''$, AN ARC DISTANCE OF 318.61 FEET TO A POINT OF TANGENCY; THENCE NORTH $56^{\circ}39'49''$ EAST, 180.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 682.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 1071.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 542.94 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $109^{\circ}37'39''$, AN ARC DISTANCE OF 1038.84 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $68^{\circ}53'27''$, AN ARC DISTANCE OF 141.88 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1358.57 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ}27'34''$, AN ARC DISTANCE OF 200.59 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 543.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $66^{\circ}36'44''$, AN ARC DISTANCE OF 631.29 FEET TO POINT "A", SAID POINT "A" BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 362.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $65^{\circ}16'28''$, AN ARC DISTANCE OF 412.41 FEET TO A POINT OF TANGENCY; THENCE SOUTH $41^{\circ}56'26''$ EAST, 10.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'02''$, AN ARC DISTANCE OF 117.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH $48^{\circ}03'37''$ WEST, 203.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH $41^{\circ}56'23''$ EAST, 96.00 FEET; THENCE SOUTH $86^{\circ}56'23''$ EAST, 25.46 FEET; THENCE SOUTH $48^{\circ}03'37''$ WEST, 136.00 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM THE FOLLOWING DESCRIBED LANDS:

COMMENCE FROM SAID POINT "A"; THENCE NORTH $66^{\circ}39'55''$ WEST, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 412.00 FEET (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH $66^{\circ}39'55''$ EAST); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ}04'06''$, AN ARC DISTANCE OF 216.21 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $83^{\circ}25'53''$, AN ARC DISTANCE OF 36.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH $76^{\circ}41'51''$ WEST, 70.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}59'00''$, AN ARC DISTANCE OF 23.99 FEET TO A POINT OF TANGENCY; THENCE NORTH $48^{\circ}19'10''$ WEST, 91.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}40'54''$, AN ARC DISTANCE OF 55.30 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST,

EXHIBIT "C"

HAVING A RADIUS OF 1006.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $02^{\circ}06'51''$, AN ARC DISTANCE OF 37.12 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $25^{\circ}51'11''$, AN ARC DISTANCE OF 22.56 TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 636.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $16^{\circ}14'00''$, AN ARC DISTANCE OF 180.20 FEET TO POINT "B", SAID POINT "B" BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 269.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $66^{\circ}36'44''$, AN ARC DISTANCE OF 312.74 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1632.57 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}16'31''$, AN ARC DISTANCE OF 36.34 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $102^{\circ}15'30''$, AN ARC DISTANCE OF 133.85 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 268.94 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $69^{\circ}04'34''$, AN ARC DISTANCE OF 324.24 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 956.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $16^{\circ}41'56''$, AN ARC DISTANCE OF 278.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}40'54''$, AN ARC DISTANCE OF 82.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH $48^{\circ}19'10''$ EAST, 91.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 75.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}59'00''$, AN ARC DISTANCE OF 71.97 FEET TO A POINT OF TANGENCY; THENCE NORTH $76^{\circ}41'51''$ EAST, 70.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $83^{\circ}25'44''$, AN ARC DISTANCE OF 36.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 412.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ}03'59''$, AN ARC DISTANCE OF 158.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH $41^{\circ}56'26''$ EAST, 10.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'02''$, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH $48^{\circ}03'37''$ WEST, 228.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH $41^{\circ}56'23''$ WEST, 46.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $06^{\circ}23'50''$, AN ARC DISTANCE OF 16.75 FEET TO A POINT OF TANGENCY; THENCE NORTH $48^{\circ}20'13''$ WEST, 243.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 75.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $41^{\circ}39'33''$, AN ARC DISTANCE OF 54.53 FEET TO A POINT OF TANGENCY; THENCE NORTH $89^{\circ}59'46''$ WEST, 45.54 FEET TO POINT "C", SAID POINT "C" BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $86^{\circ}12'43''$, AN ARC DISTANCE OF 37.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 732.00 FEET; THENCE NORTHERLY ALONG THE ARC

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EXHIBIT "C"

OF SAID CURVE THROUGH A CENTRAL ANGLE OF $29^{\circ}33'09''$, AN ARC DISTANCE OF 377.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 492.94 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $109^{\circ}37'39''$, AN ARC DISTANCE OF 943.17 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 68.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $68^{\circ}53'27''$, AN ARC DISTANCE OF 81.76 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1408.57 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ}27'34''$, AN ARC DISTANCE OF 207.97 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 493.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $66^{\circ}36'44''$, AN ARC DISTANCE OF 573.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE FROM SAID POINT "B"; THENCE NORTH $66^{\circ}39'55''$ WEST, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 686.00 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH $66^{\circ}39'55''$ WEST); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}58'50''$, AN ARC DISTANCE OF 59.63 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $133^{\circ}12'41''$, AN ARC DISTANCE OF 58.12 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1006.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}54'07''$, AN ARC DISTANCE OF 86.07 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 218.94 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $69^{\circ}04'34''$, AN ARC DISTANCE OF 263.95 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $102^{\circ}15'30''$, AN ARC DISTANCE OF 44.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1682.57 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}16'31''$, AN ARC DISTANCE OF 37.45 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 219.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $66^{\circ}36'44''$, AN ARC DISTANCE OF 254.61 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE FROM SAID POINT "C"; THENCE SOUTH $00^{\circ}00'14''$ WEST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}59'46''$ EAST, 45.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $41^{\circ}39'32''$, AN ARC DISTANCE OF 18.18 FEET TO A POINT OF TANGENCY; THENCE SOUTH $48^{\circ}20'13''$ EAST, 243.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $06^{\circ}23'50''$, AN ARC DISTANCE OF 11.17 FEET TO A POINT OF TANGENCY; THENCE SOUTH $41^{\circ}56'23''$ EAST, 46.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH $48^{\circ}03'37''$ WEST, 93.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2369.00 FEET; THENCE

EXHIBIT "C"

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}58'38''$, AN ARC DISTANCE OF 81.75 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ}13'13''$, AN ARC DISTANCE OF 39.80 FEET TO A POINT OF TANGENCY; THENCE NORTH $38^{\circ}44'23''$ WEST, 11.69 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}35'50''$, AN ARC DISTANCE OF 12.56 FEET TO POINT "D", SAID POINT "D" BEING A POINT OF TANGENCY; THENCE NORTH $48^{\circ}20'13''$ WEST, 140.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}17'15''$, AN ARC DISTANCE OF 26.56 FEET TO A POINT OF TANGENCY; THENCE NORTH $68^{\circ}37'27''$ WEST, 14.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $86^{\circ}12'45''$, AN ARC DISTANCE OF 37.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 732.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}47'53''$, AN ARC DISTANCE OF 176.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $86^{\circ}12'49''$, AN ARC DISTANCE OF 37.62 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE FROM SAID POINT "D"; THENCE SOUTH $41^{\circ}39'47''$ WEST, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH $41^{\circ}39'47''$ EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}35'50''$, AN ARC DISTANCE OF 4.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH $38^{\circ}44'23''$ EAST, 11.69 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ}13'17''$, AN ARC DISTANCE OF 39.80 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2369.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}12'56''$, AN ARC DISTANCE OF 174.30 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $74^{\circ}57'56''$, AN ARC DISTANCE OF 32.71 FEET TO A POINT OF TANGENCY; THENCE NORTH $48^{\circ}20'13''$ WEST, 97.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $86^{\circ}12'46''$, AN ARC DISTANCE OF 37.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 732.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ}42'47''$, AN ARC DISTANCE OF 162.42 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $86^{\circ}12'47''$, AN ARC DISTANCE OF 37.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH $68^{\circ}37'26''$ EAST, 14.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}17'14''$, AN ARC DISTANCE OF 8.85 FEET TO A POINT OF TANGENCY; THENCE SOUTH $48^{\circ}20'13''$ EAST, 140.48 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

SK24945PC0190

EXHIBIT "C"

COMMENCE FROM SAID POINT "E"; THENCE NORTH 48°03'37" EAST, 68.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 5.00 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 41°56'23" WEST); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 7.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 41°56'23" WEST, 123.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 41°56'23" EAST, 123.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 7.86 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA.
CONTAINING 393,609 SQUARE FEET (9.0360 ACRES), MORE OR LESS.

EXHIBIT "C"

BK 24945 PG 0191



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers • Landplanners • Land Surveyors

50 E. SAMPLE RD.
POMPANO BEACH, FL.

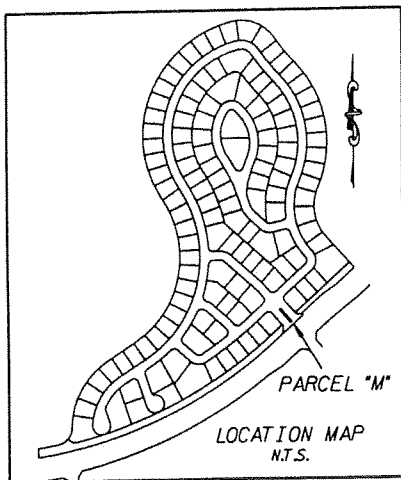
4th FLOOR
(305) 785-8400

-SKETCH AND DESCRIPTION-

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DESCRIPTION SHOWN HEREON.

PARCEL "M"

A "COMMON AREA LOCATED WITHIN A PORTION OF THE
UNRECORDED PLAT OF MARINERS COVE OF EAGLE LAKE,
AS RECORDED IN PLAT BOOK 146 PAGE 40 OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

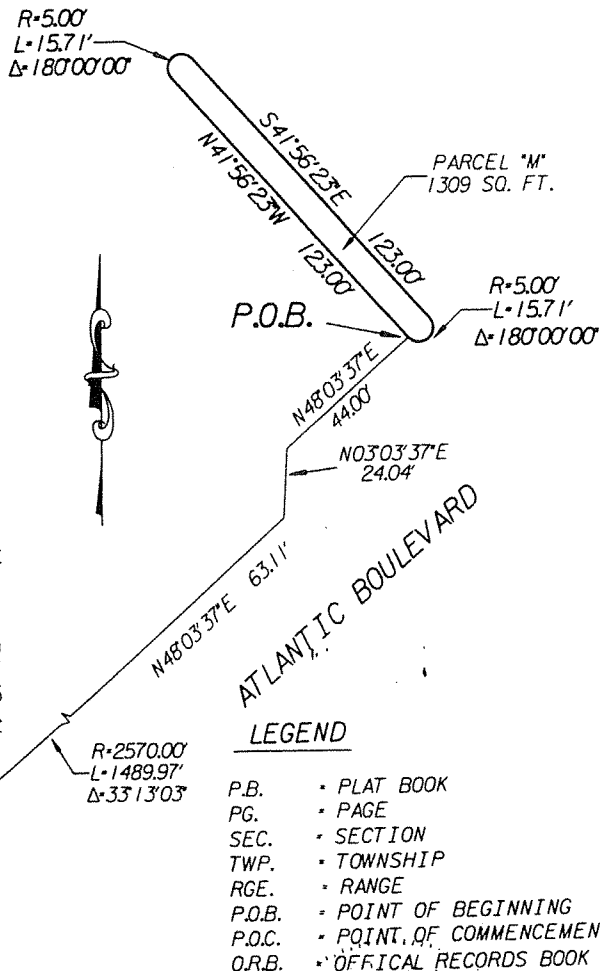


P.O.C.
SOUTH 1/4 CORNER
SECTION 31-48-41

NOTE: BEARINGS ARE REFERENCED
TO THE WEST LINE OF THE S.E. 1/4
CORNER OF SEC. 31-48-41 AS BEING
N00°45'55"W.

SEE ATTACHED LEGAL DESCRIPTION

"TO THE BEST OF MY KNOWLEDGE AND BELIEF, I HEREBY
CERTIFY THIS SKETCH SHOWN HEREON MEETS THE MINIMUM
TECHNICAL STANDARDS FOR LAND SURVEYING AS MANDATED
BY FLORIDA STATUTES CHAPTER 472."



LEGEND

- P.B. • PLAT BOOK
- PG. • PAGE
- SEC. • SECTION
- TWP. • TOWNSHIP
- RGE. • RANGE
- P.O.B. • POINT OF BEGINNING
- P.O.C. • POINT OF COMMENCEMENT
- O.R.B. • OFFICIAL RECORDS BOOK

THIS DRAWING IS NOT VALID UNLESS IT
BEARS AN ORIGINAL SEAL & SIGNATURE

ERNEST W. DUNCAN
REGISTERED LAND SURVEYOR
STATE OF FLORIDA

DATE
No. 5182

UPDATES/REVISIONS	DATE	BY	CK'D	NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC. ©
Job No. 940780	Drawn By: JEM	Checked By: EWD	F.B. PG.	Scale: 1"=50'

EXHIBIT "C"

LAND DESCRIPTION: PARCEL "M" (COMMON AREA)

A PORTION OF THE "COVE OF EAGLE LAKE" AS RECORDED IN PLAT BOOK 146, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 48 SOUTH, RANGE 41 EAST, CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER (S. 1/4) OF SAID SECTION 31; THENCE ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 31, NORTH $00^{\circ}45'55''$ WEST, A DISTANCE OF 1449.95 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2570.00 FEET, (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH $08^{\circ}43'20''$ EAST); THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $33^{\circ}13'03''$, AN ARC DISTANCE OF 1489.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH $48^{\circ}03'37''$ EAST, 63.11 FEET; THENCE NORTH $03^{\circ}03'37''$ EAST, 24.04 FEET; THENCE NORTH $48^{\circ}03'37''$ EAST, 44.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $41^{\circ}56'23''$ WEST, 123.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $180^{\circ}00'00''$, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH $41^{\circ}56'23''$ EAST, 123.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 5.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $180^{\circ}00'00''$, AN ARC DISTANCE OF 15.71 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA. CONTAINING 1,309 SQUARE FEET (0.0300 ACRES), MORE OR LESS..

EXHIBIT "C"

BK24945PG0193

Exhibit "D"

Mariner's Cove of Eagle Lake, according to the Plat thereof, as recorded in Plat Book 161, Page 7, of the Public Records of Broward County, Florida, situated in the City of Coral Springs, Broward County, Florida, a Replat of The Cove of Eagle Lake, recorded in Plat Book 146, Page 40, of the Public Records of Broward County, Florida, situated in the City of Coral Springs, Broward County, Florida and also known as Lots 1 through 12, inclusive, Block A; Lots 1 through 57, inclusive, Block B; Lots 1 through 10, inclusive, Block C; Lots 1 through 26, Block D, Parcels A, B and C, The Cove of Eagle Lake, according to the Plat thereof, as recorded in Plat Book 146, at Page 40, of the Public Records of Broward County, Florida, containing 43.37 acres more or less (also known and sometimes referred to in this Declaration as "Mariner's Cove").

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

BK 24945 PG 0194

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
of
MARINER'S COVE HOMEOWNER'S ASSOCIATION, INC.

The Declaration of Mariner's Cove Homeowner's Association, Inc., (the "Declaration") was duly recorded in Official Records Book 24945 at Page 112, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article XIII, Section 7 of the Declaration, an amendment to Article VIII, Section 18, (the "Amendment"), was made, approved and ratified at a special meeting held on the 22nd day of October, 2002.

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

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officer and the seal of the Corporation affixed thereto this 9 day of JANUARY, 2003.

MARINER'S COVE HOMEOWNER'S
ASSOCIATION, INC.

By: _____

Craig Tanner, President

ATTEST: _____

_____, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 9 day of January, 2003 by Craig Tanner, the President and Marc Schauben, the Secretary of MARINER'S COVE HOMEOWNER'S ASSOCIATION, INC., and are each personally known to me.



Rhonda Manocchio
Commission # DD 018091
Expires April 17, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Rhonda Manocchio
Notary Public, State of Florida

certificate of amendment.dec.wpd

PREPARED BY
STEVEN A. WEINBERG

THE LAW FIRM OF
FRANK • WEINBERG • BLACK, F

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

W/C TRI-COUNTY For-

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

MARINER'S COVE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT

~~deletions~~ are stricken

additions are underlined

The Declaration of Covenants, Conditions and Restrictions for Mariner's Cove (the "Declaration") is amended as follows:

Article VIII, Section 18. of the Declaration is amended as follows:

Section 18. Capital Contribution. Declarant hereby establishes that there shall be a "Capital Payment" of One Hundred and 00/100 Dollars (\$100.00) due the Master Association (as that term is defined in Article X, Section 1. below for each Lot within the Property. In addition, a Capital Contribution of Two Hundred Fifty and 00/100 Dollars (\$250.00) shall be made for each Lot within the Property. Said amount shall be for the purpose of initially funding a reserve established by the Association for making additional purchases for and improvements' to the Common Area. In addition, the Capital Contribution may be used for emergency repairs, or to make deposits required by utility companies, or otherwise required by the Articles of Incorporation of the Association, the Board of Directors of the Association, or the Owners. Notwithstanding anything contained herein to the contrary, the Capital Contribution shall not be used for operating funds. Further, the Capital Contribution reserve shall not be used by the Homeowner's Association for litigation at either the trial and appellate levels in any court of competent jurisdiction. The Capital Contribution shall be paid by the Owners other than Developer or the Association, to the Association in addition to any other regular or special assessment. Capital Contributions shall be paid only once for each Lot in the Property. Capital Contributions shall never be required of Developer. Capital Contributions and Capital Payments shall be paid at the time of conveyance of title by Developer to each Owner other than the Association. Notwithstanding anything contained herein to the contrary, upon conveyance of title to a Lot (evidenced by the recording of a deed in the public records of Broward County, Florida) from an Owner, the purchaser, assignee, or transferee of said Lot (the "New Owner") shall be required to pay a Capital Contribution equal to three (3) months regular maintenance assessments then in effect (the "New Owner's Capital Contribution") to the Association as set forth herein. The New Owner's Capital Contribution shall be paid within thirty (30) days of conveyance of title to the Lot. The New Owner's Capital Contribution shall be paid in addition to any regular or special assessments, or other charges, as authorized in this Declaration. The Association shall have all of the rights and remedies associated with the non-payment of the New Owner's Capital Contribution in accordance with the provisions of Article V, Covenants for Maintenance Assessments and for Payment Thereof. The new Owner's Capital Contribution may be used for any ordinary expense of the Association. The obligation to pay the New Owner's Capital Contribution shall not apply to any conveyance of title to a Lot from an Owner occurring (i) prior to the effective date of this amendment, (ii) between existing Owners, or (iii) between immediate members of the same family for estate planning services.

RESOLUTION OF
MARINER'S COVE HOMEOWNERS ASSOCIATION, INC.

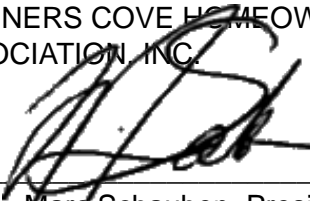
The Board of Directors of the MARINERS COVE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), held a meeting on September 9, 2024, at 6:30 p.m. wherein the following was ratified:


1. Any owner wishing to install any hurricane protection must apply to the Association with such information as the Association may from time to time require.
2. Any hurricane protection must comply with current building codes. Any hurricane protection is approved contingent upon the hurricane protection continuing to be compliant with current building codes.
3. The hurricane protection must adhere to and be in conformance with the external appearance of the structure and the Association in general.
4. Any hurricane protection installed must receive written approval from the ARB.
5. Any modification to §720.3035(6), Florida Statutes, shall be automatically incorporated into this resolution.

DATED: 11/6/24

MARINERS COVE HOMEOWNERS
ASSOCIATION, INC.

ATTEST:

By: 
Marc Schauben, President


Joanne Jablonski, Secretary



MARINER'S COVE HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

*****Updated November 2008*****

This document does not replace the Declaration of Covenants and Restrictions but is to be used with the documents. Some of the rules have been amended to meet the needs of the community.

OPEN HOUSE

An Open House sign may be posted on the east side of the sidewalk outside the community. Only one sign is permitted and must be the sign approved by the City of Coral Springs that is maroon. One sign may be placed in the yard of the home hosting the Open House. No directional signs are permitted. Each guest must be logged in to the home having the Open House.

FOR SALE SIGNS ARE NOT PERMITTED

GARAGE SALES

Garage sales are permitted if they are advertised in the paper with the address. Each guest must be logged in to the home hosting the sale. All sale items must be in the garage or home and not in the yard or on the driveway.

GO-PEDS/GO CARTS – ILLEGAL VEHICLE USE IS NOT PERMITTED IN THE MARINER'S COVE COMMUNITY. GO/PEDS ARE ILLEGAL IN CORAL SPRINGS. WHEN THE POLICE PATROL OUR COMMUNITY, THEY WILL FINE THE PARENTS OF THE CHILD RIDING AN ILLEGAL VEHICLE.

PETS

Pets must be on a leash when they are outside the home unless they are on your property or confined to the fenced yard of a home. Dogs must not be allowed to disturb other residents. All solid feces of pets must be removed (on common property including Atlantic Blvd as well as in the home yard).

STREET PLAY/RIGHT OF WAY

Skateboard Ramps are allowed if they are placed abutting the swale on the side of the road. The Skateboard Ramp must be in front of the home who owns the ramp and the resident must be present. **Skateboard ramps are not permitted at the entrance or on either NW. 3rd Drive or N.W. 119th Drive.**

Residents with children playing in the street or using a skateboard ramp **must** Yield the Right of Way to vehicular traffic.

Basketball Goals are permitted to be used adjacent to the driveway. Basketball Goals must be metal and be maintained in good condition. Residents playing basketball **must** yield to vehicular traffic.



GARBAGE CANS

Place garbage on driveway, not in street. Garbage cans must be placed in fenced, landscaped or walled-in areas so they are not visible from any street or adjacent lots. **No garbage containers shall be placed out for collection sooner than 7PM the night before the scheduled pick-up and must be removed by 7PM the day of pickup. TRASH WILL BE REMOVED AT THE OWNERS EXPENSE IF PUT OUT EARLIER THAN 7PM THE NIGHT PRIOR TO PICKUP.**

Residents may notify waste management they want side of house pick up (2 cans only)

OTHER: Newspapers must be removed from driveway daily

WHEN TO CALL THE POLICE Any suspicious activity around yours or your neighbor's homes. Loud music, too many cars unsafely parked, dogs barking. PLEASE DO NOT CALL THE GATEHOUSE AS THEY CAN DO NOTHING.

ON STREET PARKING

On street parking is prohibited entirely within the community as well as the City of Coral Springs between the hours of 11:00 P.M. and 7:00 A.M. Violators will be warned and towed upon repeated violation. Because the streets are narrow and there are school buses and various delivery trucks within the community during the course of the day, it is recommended that owner's or their guests park in their driveway wherever feasible in order to avoid any potential dangers. Police, Fire, and Rescue vehicles need to have clear unobstructed streets to move about the community.

HURRICANE SHUTTERS

Hurricane Shutters are not permitted at anytime other than when a hurricane watch is in effect. Once the hurricane watch/warning has been lifted, the hurricane shutters need to be removed within five (5) days. If someone is leaving for the summer and is leaving their home unattended, they may not leave the shutters in a closed position. Homes on **lake lots (12-53)** may close hurricane shutters on the **rear of the home** only during periods when the home is not occupied for longer than a week. This rule includes only those shutters that coordinate with the color of the house and does not include the gray steel shutters supplied by the builder. All homeowners must make arrangements prior to leaving for someone or a company to come on the property and install the shutters when a hurricane watch/warning is in effect, and have them removed no later than five (5) days after the warning/watch is lifted.

ARCHITECTURAL REVIEW BOARD

Attached please find a blank ARB Application. No modifications or changes will be allowed without prior approval from the ARB Committee and the City where necessary. The ARB Committee has the right to reverse any modifications made without prior approval. **Please refer to the Declaration of Covenants and Restrictions documents for more specific information.**



FRONT GATE POLICY

If anyone enters the community through the Visitor's Gate they must show picture I.D. unless **they are a resident** known to the guard or have an entrance sticker. If you are having a Guest or a service come to your home, please call the gate and leave the name of the person/vendor who will be entering. Routine services or frequent guests to your home may be placed on your permanent access list and they will be allowed entrance without a phone call to your home. When a guest is called in before they arrive, it decreases the time they have to wait to gain access.

CONTRACTORS: ALLOWED IN 8:00 A.M. TO 6:00 P.M. Monday-Saturday
NO CONTRACTORS ALLOWED IN ON SUNDAYS OR HOLIDAYS
UNLESS THEY ARE FOR EMERGENCY SERVICES
Landscapers must not park on curves, grass or entrance road

PERMANENT GUEST LIST: Must always show I.D. but can be let in if no one is home

GUESTS: Residents must advise Guard if anyone in the home is NOT AUTHORIZED to call in guests.

If residents ask that vehicles behind them be allowed in, the guests must show I.D.
Calls to home will be made letting it ring 6 times

If resident allows access for someone to the community, they are responsible for the guest.

IF A RESIDENT ALLOWS SOMEONE IN AND THEY DON'T ARRIVE AT THEIR HOME, THEY SHOULD FILE AN INCIDENT REPORT WITH THE GUARD.

PARTIES: Please provide Gatehouse with an alphabetized guest list prior to the party.

GUESTS ARE NOT PERMITTED TO PARK ON THE GRASS.

DELIVERIES: A call will be made to the home, letting it ring 6 times unless the resident has called in with additional instructions.

Packages can not be left at Gatehouse by resident or contractor

RFID/TRANSPONDERS: All RFID/transponder stickers are issued at Brock Property Management (BPM). Any problems with gate stickers should be reported to BPM and not the guards.