

PREPARED BY AND RETURN TO:
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11-22-96 02:30PM

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CAPE SABLE**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAPE SABLE is made this 14th day of November, 1996, by Coral Harbor-Margate Limited Partnership, a Florida limited partnership (the "Declarant"), and joined in by the Cape Sable Homeowners Association, Inc., a Florida corporation not for profit (the "Association").

WHEREAS, Declarant is the owner of the real property described on the attached Exhibit "A". The property is located in Broward County, Florida (the "Property"), and Declarant desires to develop it as a residential community; and

WHEREAS, Declarant desires to impose these protective covenants, conditions and restrictions on all of the Property; and

WHEREAS, Declarant desires, by this Declaration, to provide for the preservation of the values and improvements of the Property; and

WHEREAS, Declarant herewith imposes these protective covenants, conditions and restrictions set forth herein upon the Property; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and improvements established as aforesaid to create a not for profit corporation pursuant to Chapter 617, Florida Statutes, known as the Cape Sable Homeowners Association, Inc., to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance, repair or replacement of portions of the Property, and the enforcement of the covenants, restrictions, easements, reservations, regulations, burdens and liens contained herein and the collection and disbursement of the assessments and charges hereafter provided.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be held, owned, used, transferred, sold, conveyed, demised and occupied, subject to the covenants, restrictions, easements, reservations, charges, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property, and which shall be binding upon all parties having any right, title or interest in such Property, or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

A. "Architectural Review Board" or "ARB" means the body established by the Board to monitor construction, exterior alterations and modifications of existing improvements or structures, and landscaping as described in Article V(B) of this Declaration. The ARB shall have the right (without any obligation) to assign to Declarant all of its rights, duties and obligations created or described in this Declaration.

B. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

C. "Assessment" means the Individual Lot Assessment, Special Assessments, Special Lot Assessments and any and all other assessments which are levied or collected by the Association in accordance with the provisions of this Declaration or any other of the Cape Sable Documents.

D. "Association" means the Cape Sable Homeowners Association, Inc., a Florida corporation not for profit, its successors and/or assigns, which is responsible for operating the Property pursuant to this Declaration. The Association is NOT a condominium association under Chapter 718, Florida Statutes.

E. "Board" or "Board of Directors" means the Board of Directors of the Association.

F. "Budget" means the budget for the Association.

G. "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and incorporated herein.

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H. "City" means the City of Margate, Florida.

I. "Class B Control Period" means that period of time during which each Lot owned by Declarant is entitled to five times the total number of votes held by each Lot owned by a Class A Members, as provided in the Articles.

J. "Class B Member" means Declarant, as further specified in the Articles.

K. "Common Costs" means the expenses for which Owners are jointly and severally liable to the Association as described in the Cape Sable Documents and includes, but is not limited to:

- (1) administrative expenses of the Association, which include the costs and expenses described in the Cape Sable Documents as such, and those costs and expenses incurred by the Association in administering and operating the Property.
- (2) taxes on Common Property, as more fully described in this Declaration;
- (3) insurance, as more fully described in this Declaration;
- (4) maintenance, repair, and replacement expenses incurred by the Association as more fully described in this Declaration;
- (5) expenses properly incurred by the Association under the terms of a contract for the management of all or a portion of the Property;
- (6) other expenses incurred by the Association for which the Owners are jointly and severally liable under the terms of this Declaration.

L. "Common Property" means the portions of the Property which are legally described in Exhibit "D" attached hereto and such other portions of the Property, if any, as are designated by Declarant for use as same or declared in this Declaration to be Common Property, as more fully set forth in this Declaration. Common Property shall also be deemed to include the interest of the Association in and to any easement granted in favor of the Association, whether such easement has been granted as of the date hereof or shall be granted thereafter; and shall include any non-exclusive easement wherein Persons, in addition to Declarant, are also beneficiaries under the easement.

M. "Contributing Lot" means each Lot upon its conveyance from Declarant to an Owner. Contributing Lot shall not mean a Lot upon its conveyance by Declarant to Declarant or any of its affiliates, unless specified in a written instrument recorded by Declarant.

N. "County" means Broward County, Florida.

O. "Cape Sable Documents" means, in the aggregate, this Declaration, the Articles, the Bylaws, and the Rules.

P. "Declarant" means Coral Harbor-Margate Limited Partnership, a Florida limited partnership, its successors, grantees, and assigns. Notwithstanding the foregoing, an Owner shall not, solely by the purchase of a Lot or a Dwelling Unit, be deemed a successor or assign of Declarant or entitled to the rights of Declarant under this Declaration or any other Cape Sable Documents, unless such Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by Declarant and recorded in the public records of Broward County, Florida. However, if Declarant assigns only a portion of its rights as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the specific rights of Declarant hereunder which were specifically assigned to such assignee to the same extent as if the assignee had been the original Declarant, and such assignee shall not have any of the rights of Declarant hereunder which were not specifically assigned to such assignee. In addition, if any Person obtains title to all of the Property then owned by Declarant as a result of the foreclosure of any mortgage or deed in lieu thereof, such Person may elect to become Declarant by a written instrument recorded in the Public Records of the County stating such Persons intention to become the Declarant. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

Q. "Declaration" means this instrument

R. "Director" means a member of the Board.

S. "Dwelling Unit" means a single family dwelling that is located on a Lot, provided that a final certificate of occupancy has been issued therefor by the applicable governmental authority. A Dwelling Unit cannot be transferred, demised, sold or leased apart from the Lot. There shall be only one Dwelling Unit on a Lot.

T. "Individual Lot Assessment" means the Assessment due from each Lot, as further described in Article IX hereof.

U. "Property" means that real property described on Exhibit "A". The Property is also sometimes referred to as "Cape

Sable ."

V. "Institutional Mortgagee" means any lending institution owning or holding a recorded first mortgage encumbering a Lot including any of the following institutions:

(1) any Federal or State Savings and Loan or Building and Loan Association, or any commercial or other bank or real estate investment trust, or any mortgage banking company or any subsidiary thereof; or

(2) any "Secondary Mortgage Market Institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, and any other secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or

(3) any and all investors or lenders, or the successors and assigns of such investors or lenders (herein referred to as "Lenders") which have loaned money to Declarant and who hold a mortgage on any portion of the Property securing such a loan; or

(4) such other institutional lenders as the Board shall hereafter approve in writing as Institutional Mortgagees which have acquired a mortgage upon a Lot; or

(5) Declarant, if Declarant owns or holds a mortgage on any portion of the Property, and the transferee of any mortgage encumbering any portion of the Property which mortgage was originally held by Declarant; or

(6) any life insurance company.

W. "Lot" means any one of the lots which are part of the Property and are described in the most recent and approved site plan depicted in Exhibit "E" attached hereto, as may be amended from time to time. The term "Lot" shall also be deemed to include the Dwelling Unit constructed thereon or to be constructed thereon, and other improvements thereto, except as may otherwise be provided in the Declaration. No Lot may be subdivided, and no alienation, transfer, demise, sale or lease of a portion of a Lot shall be permitted.

X. "Member" or "Cape Sable Member" means a member of the Association.

Y. "Owner" means the owner or owners of the fee simple title to a Lot and includes Declarant for so long as it is individually the owner of the fee simple title to any Lot.

Z. "Person" means any individual, corporation, governmental agency, business trust, estate, personal representative of an estate, trust, trustee, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

AA. "Plat" means Great horizons Park according to the plat thereof, recorded in Plat Book 98, at Page 45, of the Public Records of Broward County, Florida.

BB. "Rules" means the rules and regulations adopted by the Association.

CC. "Site Plan" means that Site Plan attached to this Declaration as Exhibit "E", as may be amended from time to time.

DD. "Special Assessment" means, in addition to other Assessments designated as Special Assessments in the Cape Sable Documents, those Assessments further described in Article IX(C) hereof.

FF. "Special Lot Assessment" means an Assessment against an individual Owner, as further described in Article IX(D) hereof.

ARTICLE II DEVELOPMENT PLANS

A. Cape Sable. Declarant intends to develop or cause to be developed upon the Property a single-family residential community to be known as Cape Sable. Declarant's general plan of development further contemplates that the Dwelling Units shall be whatever type(s) of structures Declarant may choose. The Property shall be comprised of Lots and Common Property.

B. Annexation of Property. Declarant may from time to time, by recording a "Supplement" in the Public Records of the County, add real property to the Property, and may declare that any of such annexed property is Lots or Common Property. To be effective, any Supplement must be executed only by Declarant and the record fee owner(s), if any, of the real property being annexed. Upon recording the Supplement in the Public Records of the County, the annexed property shall be deemed part of the Property and shall be subject to the covenants, restrictions, easements, reservations, charges, burdens and liens set forth in this Declaration. For as long as there is a Class B membership, the annexing of real property (real property other than the Property or any other real property described in Exhibit A) to the Property shall require the approval of HUD and/or HUD/VA. Declarant may, but need not, obtain the joinder of HUD and/or HUD/VA on any such Supplement.

C. Withdrawal of Property. If Declarant determines not to develop a particular portion of the Property previously annexed as part of Cape Sable, and Declarant desires to make a statement to this effect by instrument of record, then Declarant may, by its act alone, and so long as it owns the portion of the Property being removed, without the necessity of joinder of the Association or any Person, place a statement to that effect in the Public Records of the County, in which event such portion of the Property described therein will no longer be subject to the terms of this Declaration and exhibits and amendments thereto.

D. Effect of Annexation or Withdrawal. SOME OF THE EFFECTS OF ANNEXING OR WITHDRAWING SUCH PROPERTY WOULD BE TO ALLOW FOR A CHANGE IN THE NUMBER OF LOTS; THE PROPORTIONATE SHARE OF COMMON COSTS; THE NUMBER OF CAPE SABLE MEMBERS; THE NUMBER OF PERSONS USING THE COMMON PROPERTY; THE SIZE OF THE ASSOCIATION'S BUDGET; AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY CAPE SABLE MEMBERS.

ARTICLE III COMMON PROPERTY

A. Initial Common Property. The Initial Common Property is the real property legally described in Exhibit "D" attached hereto and made a part hereof. As used herein, the term "Common Property" shall be deemed to mean the Initial Common Property. The Common Property shall be deemed to also include the interest of the Association in and to any easement granted in favor of the Association, whether such easement has been granted as of the date hereof or granted hereafter; and shall include any non-exclusive easement wherein Persons, in addition to Declarant, are also beneficiaries under the easement. The Common Property may include, without limitation, entranceways, lakes, roadways, roadway swales, private access gates, landscape buffer areas, street signage, medians, provided that the mentioning of any particular form of Common Property herein shall not require that such form of Common Property be provided.

B. Easements in General. Every Cape Sable Member shall have a non-exclusive right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and pass with title to each Lot, subject to the right of the Association to adopt Rules governing the use and enjoyment thereof, and the right of Declarant or the Association to grant permits, licenses and easements over, through, across and under the Common Property for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Property.

C. Maintenance of Common Property. The Association shall periodically inspect and shall maintain, operate, manage, insure and repair the Common Property and, where applicable, replace improvements thereto, if any, and pay utilities, insurance, taxes and assessments thereon, and the costs for all of the foregoing shall be a part of the Common Costs. Notwithstanding the foregoing, the improvements, landscaping and lawn located upon the surface of any drainage, utility or like kind easement which may be located upon any portion of a Lot shall be maintained and insured by the Owner of such Lot. Notwithstanding the foregoing (or elsewhere stated in this Declaration), nothing herein contained shall be construed as obligating the Association to maintain insurance, pay taxes or pay assessments on any portion of Common Property lying within a Lot.

D. Conveyance of Common Property. Declarant agrees that it shall convey or cause to be conveyed, at Declarant's option, either by special warranty deed, warranty deed or quitclaim deed and/or bill of sale (for other than easement rights) to the Association or other entity authorized by law, such as, but not limited to, any independent or dependent district created or established pursuant to Florida law (or any Chapter of the Florida Statutes), or any other district elsewhere referred to herein, or the City, County, State or other governmental agency or entity or quasi-governmental agency or entity, fee simple title (or easement rights) to the Common Property or portion thereof (including any personal property and improvements) as may be necessary or desirable for the development and use of the Property and for consideration to be determined by Declarant. Declarant shall convey the foregoing, if not previously conveyed, on or before the termination of the Class B Control Period, as described in the Articles, or Declarant may convey all or any portion of the Common Property at such earlier time as Declarant, in its sole discretion, may determine. Any additional Common Property created any time after the termination of the Class B Control Period will be conveyed as stated above upon such Common Property becoming subject to this Declaration. At the time of conveyance of the Common Property, the entity to which same is conveyed shall be required to accept such conveyance of the Common Property and the personal property and improvements appurtenant thereto, if any. Any such entity agrees to accept "AS IS" at the time of conveyance, the Common Property and the personal property and improvements appurtenant thereto, if any, without any representation or warranty, expressed, implied, in fact or by law, as to the condition or fitness of the Common Property or portions thereof and the personal property and improvements thereon. Notwithstanding Article IV, Paragraph B herein or any other provision wherein the Association is required to maintain, operate or repair Common Property, in the event Declarant conveys all or a portion of the Common Property to an entity other than the Association, then such other entity shall be responsible for maintaining, operating and repairing the property conveyed.

Except as hereinafter provided, once title to the Common Property becomes vested in any such entity, such Common Property and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the Owners owning not less than two-thirds of the total number of Lots and the written approval of two-thirds of the Institutional Mortgagees holding first mortgages. The last preceding sentence shall not be applicable to nor prohibit any such entity from (a) granting such easements as are reasonably necessary or appropriate for the development or maintenance of the Common Property in a manner consistent with the provisions of this Declaration and the other Cape Sable Documents; or (b) encumbering the Common Property vested in such entity, provided, however, such encumbrances are solely to secure loans obtained for improving the Common Property and are obtained pursuant to the

ARTICLE IV
MAINTENANCE RESPONSIBILITIES

In consideration of the benefits hereinafter contained, and in payment of the Common Costs, Declarant does hereby declare and the Association agrees that the following provisions shall be applicable to the Property, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration and the other Cape Sable Documents, as follows:

A. Maintenance of Lot and Dwelling Unit.

1. Each Owner of a Lot covenants that he shall, at all times, maintain, repair and replace at his expense, all improvements on his Lot, including but not limited to all portions of his Dwelling Unit, lighting, fences (whether or not installed by Declarant) and screening, where applicable, sprinkler systems (unless maintained by the Association), sidewalks, mailboxes, lawns and landscaping (other than lawns and landscaping maintained by the Association, if any), utility lines, ducts, conduits, pipes, wires, utility fixtures and appurtenances which service only the Owner's Lot. Notwithstanding anything provided herein, the Association shall maintain any portion of any common or community entry feature to the Property located within the boundaries of a Lot. The foregoing obligations of the Owner shall be performed such that the Lot and all improvements thereto have a "first class appearance." Any determination as to what constitutes a "first class appearance" shall be made by the Board in its sole discretion. Each Owner, at his expense, shall properly maintain, repair, irrigate, cultivate and replace any diseased or dead tree originally planted by Declarant, Owner or previous Owner, that may be located in such Owner's Lot.

If any Owner fails to carry out any of his responsibilities pursuant to this Declaration ("Defaulting Owner") (as shall be determined by the Association), the Association shall have the right but not the obligation, after ten (10) days' written notice to the Defaulting Owner, to enter the Lot of the Defaulting Owner for the purpose of performing the responsibilities described in the notice. Such entry on the Lot of the Defaulting Owner shall not be deemed a trespass. In the event of emergencies, the Association may, in its sole discretion, dispense with the aforesaid notice. The cost of performing such responsibilities and the expenses of collection (if any), including court costs and reasonable attorneys' fees at all trial and appellate levels, shall be specially assessed against the Defaulting Owner as a Special Lot Assessment and shall become a lien upon the Lot of the Defaulting Owner, in the manner provided in this Declaration. The Defaulting Owner shall be personally liable to the Association for the payment of amounts assessed against him and for all costs of collecting the same plus interest and attorneys' fees as hereinafter provided. If the amounts assessed against the Defaulting Owner are not paid within 15 days of the date of the assessment, the Board may proceed to enforce and collect said Special Lot Assessments against the Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure of the lien and sale of the Lot. For purposes of this subparagraph, unless the Defaulting Owner performs the obligations set forth in such notice, the date of assessment shall be deemed to be the day after the foregoing ten (10) days has elapsed. Said lien shall be effective only from and after the time of recording among the Public Records of the County of a written, acknowledged statement signed by an officer of the Association setting forth the amount due. All sums expended shall earn interest at the highest rate permitted under the law. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of lien. Notwithstanding the aforesaid, the provisions of this paragraph may also be enforced in accordance with the provisions of Article VIII of this Declaration.

B. Maintenance of Common Property and Other Property.

1. The Association shall maintain, operate, manage, and insure Common Property and repair and replace any improvements of any nature thereto, which may include but not be limited to landscaping, pavement, drainage facilities, signs, entry features (even if located on any Lot), and any fence that may be installed by Declarant or the Association along the boundary of the Property, and pay such other expenses associated with the Common Property as provided in Article III of this Declaration. All expenses of the Association incurred under this paragraph B(1) and the obligations of the Association under paragraph D of Article III of this Declaration shall be a Common Cost of the Association. The Association shall periodically inspect and shall maintain the sprinkler system, if any, (the term "sprinkler system" is defined to mean sprinkler heads, sprinkler lines, and when applicable pumps and appurtenances thereto) as originally installed by Declarant on any Common Property. The time and frequency of use of the sprinkler system for watering the landscape on the Common Property shall be determined solely by the Association. The costs and expense of the repair, maintenance and replacement of the sprinkler system and the utility costs (including electric and water, as applicable) associated therewith shall be at the expense of the Association; provided, however, if any damage to the sprinkler system is caused by an Owner or his family, lessees, guests or invitees, the cost of repair for such damage shall be assessed against the Owner and such Owner's Lot as a Special Lot Assessment. The expense of the Association for performing the maintenance, repair and replacement with respect to the sprinkler system and utility cost associated therewith is hereby deemed to be a Common Cost of the Association.

2. The Association shall periodically inspect and shall maintain the lawns and landscaping located within each Lot and on the front of each Dwelling Unit. The Association shall, in its sole discretion, determine the exact location of where the front yard ends and the Owner's responsibility for maintenance begins. Due to the individual characteristics of the Lots within Cape Sable, the line demarcating the Owner's responsibility may vary from Lot to Lot and shall be established by actual practice and practical standards. The Declarant hereby reserves the right to install irrigation and sprinkler systems upon the Lots or portions thereof. In addition, the Declarant reserves the right (which right shall eventually be transferred to the Association) to control the timing of said sprinkler system. The existence and/or extent of any such irrigation system and the controls thereof shall be

determined by the Declarant in Declarant's sole discretion. The expenses of water, replacement and maintenance of any such irrigation system shall be a Common Cost of the Association. Any portion of the Common Property located between the boundary of a Lot and the edge of pavement of the roadway or curb shall be maintained by the Association.

3. Any reimbursement from any utility company for the installation of street lighting shall accrue to the party who paid for the installation of such street lighting.

**ARTICLE V
PROVISIONS AND COVENANTS FOR THE
PRESERVATION OF THE VALUES AND IMPROVEMENTS**

In order to preserve the values of the Property and improvements thereto, the following provisions shall be applicable to the Property:

A. Owner's Covenant for Use. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Lot shall be used, held, maintained, and conveyed solely in accordance with and subject to the covenants, reservations, easements, restrictions, and lien rights regarding same as are or may be set forth in the Cape Sable Documents.

B. Alterations and Improvements.

1. No construction or remodeling of existing buildings or alterations to existing buildings shall be permitted to be made (other than within the Dwelling Unit) without the prior written approval of the Architectural Review Board, except that approval shall be given for those improvements which are set forth in Declarant's original plans and specifications (the "Plans and Specifications") for the type Dwelling Unit (which Plans and Specifications are on file with the City), and such improvements as were originally offered by Declarant as an optional improvement to the Dwelling Unit or Lot (subject to subparagraph V(B)(6)). Except for the aforescribed improvements which are permitted, no Dwelling Unit or structure of any kind, including without limitation, additions, improvements, modifications, exterior painting, mailboxes, pools, fences, walls, pavement, patios, terraces, gazebos, sheds, huts, screening or screened enclosures, tree forts, playhouses or garages, shall be erected or altered, unless first approved by the Architectural Review Board, as set forth herein.

2. The Board of Directors may establish reasonable fees to be charged by the Architectural Review Board ("ARB") on behalf of the Association for review of applications hereunder any may require such fees to be paid in full prior to review of any application. This Article V(B) shall not apply to construction of improvements or modifications to the Common Property by or on behalf of the Association or Declarant nor to the construction of any improvements on the Lots by Declarant. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARB established in this Article. This Article may not be amended without the Declarant's prior written consent so long as the Declarant owns any land subject to this Declaration or annexed pursuant to this Declaration.

3. The Board of Directors shall establish the ARB to consist of at least three and no more than five persons, all of whom shall be appointed by the Board of Directors. Members of the ARB may include architects or similar professionals who are not Members of the Association.

The ARB may promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with those of the Cape Sable Documents. Such standards and procedures are subject to the approval of the Board.

If the ARB fails to approve or to disapprove such plans or to request additional information reasonably required within 90 calendar days after submission, the plans shall be deemed approved so long as Owner has notified and made written demand upon the ARB during the last 30 days of said period for a determination of the Owner's request.

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

5. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, natural conditions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Declaration, or (iii) estop the ARB from denying a variance in other circumstances.

6. The approval, rejection or withholding of any approval by the ARB of the plans, proposals and specifications and the location of all structures, and every alteration of any structure, shall not be construed or interpreted as a representation or determination by the ARB or Declarant that any building, zoning, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner, it being understood that the approval of the ARB or Declarant relates only to the aesthetics of the improvements shown on the plans and specifications, and not to their

sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of any appropriate governmental agencies prior to commencement of any work or construction. In addition to the foregoing, any approval (or approval as a result of the ARB's failure to respond to an approval request) by the ARB shall not operate to relieve the Owner from complying with the restrictions hereby imposed and by any other restrictive covenants (and/or necessary approvals required thereby) recorded in the Public Records, including, but not limited to, the restrictive covenants recorded in Official Records Book 19906, Page 641, of the Public Records of Broward County, Florida.

C. Residential Purposes. Lots shall be used for residential purposes only. No commercial or business occupations may be carried on any Lot except for the construction, development and sale or rental of such Lots and Dwelling Units to be constructed thereon by Declarant and for direct accessory services to the Lots such as utilities, maintenance, and other such services.

D. Additional Provisions for the Preservation of the Values and Amenities of Cape Sable. In order to preserve the values and amenities of Cape Sable, the following provisions shall be applicable to the Property:

1. Minimum Size: Each Dwelling Unit constructed on a Lot shall contain a minimum of 1,000 square feet of livable air conditioned enclosed floor area ("Enclosed Floor Area"). Open or screened porches, patios, terraces, balconies and garages shall not be included for the purpose of determining the number of square feet of Enclosed Floor Area.

2. Garages: If a garage is constructed on a Lot, it must be an enclosed garage which shall be constructed in accordance with all applicable building codes and ordinances. No carports shall be permitted. Garage doors shall be kept closed except when vehicles or persons enter or leave the garage.

3. Height Restrictions: No Improvement on a Lot or the Common Property shall exceed 30 feet in height from the finished first floor or exceed two stories in height. The foregoing provision shall not prohibit parapets or projections from a structure which exceed the foregoing height limitations if approved by the Architectural Review Board and the City.

4. Roofs: Roofs shall be constructed of concrete barrel S style type or double roll tile only; no other type of roofing shall be permitted unless approved in advance in writing by Declarant. The color of the roofs shall be governed by the ARB.

5. Subdivision of Lot: No Lot shall be resubdivided.

6. Parking and Prohibited Vehicles:

(a) Parking: Except as set forth in subparagraph (b) below, parking in the Property shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the driveways serving the Dwelling Units, except as set forth in subparagraph (b) below. No vehicles shall be parked on any roadway, swale or any other unpaved portion of the Property, including unpaved portions of any Lot. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Property, except in an enclosed area with the doors thereto closed at all times. This section shall not apply to any activities of Declarant.

(b) Prohibited Vehicles: Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, any trucks, including pick-up trucks with over 3/4 ton capacity, tractors, mobile homes, recreational vehicles, campers, camper trailers, boats and any water craft, and boat, water craft or any trailers shall not be parked anywhere on the Property, unless parked in a portion of the Lot completely enclosed by a perimeter fence approved by the ARB. Unless located within an enclosed garage, stored vehicles, vehicles which are obviously inoperable, and vehicles that do not have a current operating license or tag shall not be permitted on the Property. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Property. In addition, in order to preserve the aesthetic values of the community, the Association may require or cause the removal from the Property any vehicle with substantial body damage unless the owner of the vehicle parks said vehicle inside an enclosed garage.

7. One Dwelling Unit Per Lot: Only one single-family Dwelling Unit shall be permitted on any Lot, which Dwelling Unit shall be used only for residential use as more particularly set forth in Paragraph V(C) hereof.

8. Driveway: All Lots shall have a concrete or brick paver driveway of stable, hard surface and permanent construction. Unless prior written approval of the Architectural Review Board is obtained, the driveway shall be concrete, brick or brick pavers. Each driveway shall extend from the Dwelling Unit to the paved portion of the adjacent street. If any portion of the driveway located within a utility easement or within a dedicated right-of-way is damaged or removed as a result of work on the utilities located within such utility easement or dedicated right-of-way, then the Owner of the Lot served by such driveway shall promptly repair and replace such damaged portions of his driveway at his expense using materials and design similar to that for the driveway which was damaged. Different materials may be used only where the prior written consent of the Architectural Review Board is obtained.

9. No Time-Sharing: No "Time-Share Plan" (as defined in Section 721.05 (1989) of the Florida Statutes), or any similar plan shall be permitted for any Dwelling Unit.

10. Antennas and Aerials: Except as may be permitted by the prior written consent of the Architectural Review Board, no antennas or aerials shall be placed upon the Property, unless completely inside a Dwelling Unit. Satellite reception dishes shall be permitted on the Lots but only to the extent that they are installed in such a manner and location so that they are not visible from the road or adjacent Lots.

11. Signs: Any "for sale" signs or "for rent" signs shall be subject to requirements of the ARB as to number, size, lettering and location. No other sign, advertisement or notice shall be permitted on the Property unless specifically permitted by the prior written consent of the Architectural Review Board.

12. Maintenance of Premises: In order to maintain the standards of Cape Sable, the Property and improvements thereon shall be kept in a good, safe, neat, clean and attractive condition, and all improvements thereon shall be maintained in a finished, painted and attractive condition, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow in excess of four inches for improved property and ten inches for unimproved property. Improved property shall be any Lot on which the construction of a Dwelling Unit has been completed as evidenced by the issuance of a certificate of occupancy. Improved property shall also include any landscaped (or grass) portions of the common areas. Unimproved property shall be any portion of the Property which is not improved property. Excepted from the foregoing provisions of this Paragraph shall be any portion of the Property owned by Declarant or its nominees through the period of construction of Dwelling Units or other improvements thereon. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within 30 days after the completion of construction of the improvements on such portion of the Property, as evidenced by issuance of a certificate of occupancy, if applicable.

Upon the failure of an Owner to maintain his Lot for which he has a duty to maintain and any improvements on the Lot or adjacent property and upon the Owner's failure to correct such deficiencies within ten (10) days after written notice by the Association or Declarant, the Association or Declarant, until Declarant no longer owns any portion of the Property, may, at its option, enter upon such Lot or portion of the Property and make such corrections as may be necessary, the cost of which shall be paid for by the Owner. If any Owner fails to make payment as requested, the requested payment shall be collected as a Special Lot Assessment from the Owner as elsewhere described this Declaration. If Declarant makes such corrections, the Association shall upon written request reimburse Declarant for the expense thereof. The application or operation of this subparagraph shall be in addition to the remedies provided in Article IV.

13. Compliance with Documents: Each Owner and his family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Cape Sable Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individuals present within Cape Sable. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property located on the Common Property rendered necessary by his act, neglect or carelessness, or by that of any of the foregoing parties which shall be paid for by the Owner as a Special Lot Assessment.

14. Casualty Destruction of Improvements: If a Dwelling Unit, structure or other improvement is damaged or destroyed by casualty loss or other loss, then within 90 days after the time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Dwelling Unit, structure or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Dwelling Unit, structure or improvement and restore or repair the Lot in accordance with the requirements of the Architectural Review Board. As to any such reconstruction of a destroyed Dwelling Unit, structure or improvement, the same shall only be replaced with a Dwelling Unit, structure or improvement as are approved as provided herein.

15. Animals and Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common domesticated household pets not to exceed a total of three may be permitted in a Lot. This limitation does not apply to fish. However, those pets which, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Property, shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board, and such action shall not be deemed to be a trespass or conversion. No pets shall be kept, bred or maintained for any commercial purpose. Pets shall at all times whenever they are outside a Dwelling Unit be carried or confined on a leash held by a responsible person. Unsupervised pets shall not be permitted on the Common Property.

16. Fences: All fences are subject to the approval of the Architectural Review Board as set forth in Article V(B) hereof. In no event shall fences of any kind be permitted on the front yard portion of any Lot (said portion being determined by Declarant or Architectural Review Board). Chain link fences with green vinyl coating with a hedge abutting the fence to effectively conceal the fence from the road shall be permitted. Fences made of white extruded aluminum and white picket fences shall be permitted. Any fence installed by Declarant (other than fencing installed for traffic purposes at any model home) shall be deemed to be acceptable to the Architectural Review Board.

**ARTICLE VI
MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATION**

Membership in the Association shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance in the Public Records of the County. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Further, Declarant shall be a Cape Sable Member until such time as set forth in the Articles. Each Cape Sable Member shall be entitled to the benefit of, and be subject to, the provisions of the Cape Sable Documents. The voting rights of the Cape Sable Members shall be as set forth in the Articles.

**ARTICLE VII
EASEMENTS**

A. Recognition of Existing Easements. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved or granted with respect to the Property whether reserved or granted under this Declaration or other instrument of record. Declarant shall have the right to modify, grant or assign any existing or proposed easements. Existing and/or proposed easements include without limitation the following easements:

1. Water Management/Lake Maintenance Easement. There is hereby granted in favor of the Association a perpetual, non-exclusive easement or easements for lake maintenance, flowage, drainage, storm water retention and detention on, over, upon, within and under those portions of the Property described in Exhibit H (and such portion of the initial common property as may be a lake). Further, the Declarant, with the joinder and consent of the Association, may convey fee simple title to any lake or portion thereof located within the Property to the applicable water management or control district. The foregoing conveyance may be by warranty deed (or other instrument of conveyance). The effect of any such conveyance shall be to relieve the Association of any maintenance responsibilities. However, said conveyance shall not relieve the Association and Owners from paying assessment or district charges for any services connected with the maintenance of the lake or lakes. If the Association becomes obligated to pay for such services then such charge or assessment shall be deemed a Common Cost.

2. Ingress-Egress/Utility and Drainage Easement. There exists in favor of the Association and, if required, the applicable water management district or districts, and any other entity or public body which Declarant or the Association deem appropriate a perpetual, non-exclusive easement or easements for ingress, egress, utilities and drainage on, over, across, through and under the paved roadway, sidewalks, swales, and such other portions of the Property including, but not limited to, Exhibit G.

B. Grant and Reservation of Easements. There is hereby reserved for Declarant, the Association, and their designees or the following perpetual easements on, over, across, through, and under the Property as covenants running with the Property for the benefit of Declarant, the Association, and their designees, for the following purposes and provided that none of such easements shall interfere with the use of the Property for residential purposes, and such easements shall be used only to the extent reasonably necessary for their intended purposes. The following easements may be grants of easements or reservations giving the Declarant the right to grant such easements as the context shall indicate:

1. Utility Easements. There is hereby reserved unto Declarant the right to grant non-exclusive or exclusive easements over, under, in and upon the real property described in Exhibit F, including, but not limited to, any portion of any Lot, whether or not said Lot has been conveyed, as may be necessary to provide utility services and for ingress and egress for persons and vehicles to provide and maintain such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, street lights, irrigation, television transmission and cable television facilities, telecommunications, limited access service and facilities in connection therewith.

2. Governmental Services Easement. There is hereby reserved unto Declarant the right to grant non-exclusive easements to provide for governmental service including, police and fire protection, postal and ambulance service, including rights of ingress, egress, and access over and across the real property described in Exhibit G for persons and equipment necessary for such purposes, for the benefit of all appropriate governmental and quasi-governmental agencies, Declarant and the Association.

3. Easement for Encroachment. There is hereby granted an easement for encroachment in favor of the Declarant, all Owners and the Association, as applicable, if any portion of the Common Property now or hereafter encroaches upon any Lot, or if any improvement to any Lot now or hereafter encroaches upon the Common Property, or if the improvements on any Lot now or hereafter encroach upon any other Lot, the foregoing being as a result of inaccuracies in survey, construction or reconstruction, or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. The easement herein granted for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Person for whose benefit the easement is granted.

4. Ingress-Egress Easement. There is hereby reserved unto Declarant the right to grant perpetual, non-exclusive easements for ingress and egress on, over, and across the paved roadway, sidewalks, swales, and other such portions of the Property reasonably designed for ingress and egress purposes, specifically the real property described in Exhibit G.

5. Right of Association and Declarant to Enter Upon Lots. There is hereby granted and reserved unto

Declarant and the Association, or the designees, agents or employees of either, easements for ingress and egress to enter over, under, in, and upon the Lots for the purpose of fulfilling their duties and responsibilities of administration, maintenance or repair in accordance with this Declaration, including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners. Such entry, under, over, in, and upon the Lots shall not be deemed a trespass.

6. Reservation of Right to Grant or Accept Easements. Declarant, as long as it owns a Lot, and thereafter the Association, shall have the right to grant or accept on behalf of itself or the Association, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable over and upon the Property or portions thereof. Declarant specifically reserves the right to grant any and all types and kinds of easements deemed necessary by any municipality, water or drainage control district, utility or other provider of utility-like services through a portion of each Lot being ten (10) feet within the Lot as measured from the boundary lines of each Lot (excepting therefrom any part of the Lot where Declarant has placed an improvement such as, but not limited to, a Dwelling Unit). The foregoing reservation shall not be deemed released or terminated upon the conveyance of any Lot but shall remain as a reservation in favor of Declarant for the herein described purposes.

7. Sprinkler Easement. There is hereby reserved unto Declarant the right to grant an easement for the installation, maintenance, repair and replacement of sprinkler systems and appurtenances thereto, over, through, under and across the Property is hereby created in favor of Declarant and the Association for the purpose of providing the irrigation system for landscaping located on the Common Property, if any. Nothing herein contained shall obligate Declarant or the Association from installing any sprinkler system whatsoever.

8. Easement for Driveway, Sidewalk and Sprinkler System Maintenance. Declarant and the Association hereby grant to each Owner, its successors and successors in title, a perpetual, non-exclusive easement for ingress, egress, access and maintenance purposes upon, across, over and under any portion of the Property between the boundary of such Owner's Lot and the edge of pavement of the adjacent paved roadway for the existence, construction, maintenance, repair and replacement of any portion of a sidewalk, a driveway providing access to such Owner's Lot, any sprinkler system and for the maintenance purposes set forth in Article IV(A) hereinabove.

9. Easement for Entry Feature. An easement for the installation, maintenance, repair and replacement of the entry features to the Property and appurtenances thereto, over, under, through and across that portion of any Lots wherein such entry feature may be located. The Association shall restore the surface of the Lot immediately after any maintenance, repair or replacement of such entry feature.

10. Utility, Drainage, Maintenance, Original Construction, Encroachment and Sidewalk Easements. The following easements are granted and reserved in favor of Declarant and the Association to facilitate the construction and maintenance of dwellings, fences and walls along the side Lot lines but with the intent that such easement shall not interfere with the construction of the adjacent dwellings. A Construction, Drainage and Maintenance Easement of four (4) feet in width along the side Lot line of each Lot (as measured from a side boundary of each Lot said side boundary being located on the side of the Lot having the widest clearance from the boundary to the dwelling built by Declarant) for the benefit of Declarant, the adjacent Lot Owner and any builder or contractor to construct on the adjacent Lot, and the adjacent Lot Owner to maintain the adjacent dwelling including, without limitation, the building structure, water and sewer lines, electric meter, roof overhang, water meter, air conditioning unit(s), and any other part of the building structure and/or appurtenances. The foregoing easement shall include an easement for the runoff of water from the adjacent Lot, including, but not limited to, rainwater from the roof overhang. Additionally, should any portion of the original dwelling unit conveyed to a Lot Owner by Declarant encroach on an adjacent Lot as described in the previous sentence, such encroachment shall be permitted and deemed part of the Maintenance Easement granted herein for so long as such encroachment shall exist.

11. Declarant's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Declarant, as Owner or otherwise, the Declarant is extended the right to enter upon the Property at any time and in any way necessary to allow the Declarant to construct, sell or promote the sales of Lots from within the Property, including, but not limited to, the use of the street in front of the model homes for parking and any such other sales or construction activities deemed necessary or desirable by the Declarant. In addition, Declarant shall have the right to use all of the Common Property as it deems necessary and/or desirable for sales and construction purposes. Notwithstanding any other provision in this Declaration, Declarant is irrevocably empowered to sell, lease, transfer or convey any Lot or Lots on any terms for as long as Declarant owns any Lot.

C. Assignments. The easements or right to grant easements reserved under paragraph B above may be assigned on an exclusive or non-exclusive basis by the Association or, as long as Declarant owns any portion of the Property or Lot, by the Declarant in whole or in part to any City or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant as long as Declarant owns any portion of the Property.

**ARTICLE VIII
COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT
AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS
OF DECLARANT AND INSTITUTIONAL MORTGAGEES**

A. Affirmative Covenant to Pay Assessments and Common Costs. In order to (1) fulfill the terms, provisions, covenants and conditions contained in the Cape Sable Documents; and (2) maintain, operate and preserve the Property, for the use,

safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Lot the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the Individual Lot Assessments, Special Assessments, and Special Lot Assessments, as hereinafter provided. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Cape Sable Documents, provided that the Owner shall be personally obligated only for Assessments that fall due during the time the Owner owns the Lot unless otherwise assumed by such Owner, notwithstanding the fact that the Lot may be subject to a lien for Assessments in addition thereto; provided that, in a voluntary conveyance of a Contributing Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of Common Costs up to the time of conveyance.

B. Establishment of Liens. Any and all Assessments made by the Association in accordance with the provisions of this Declaration or any of the Cape Sable Documents (the "Assessments") with interest thereon at the highest rate allowed by law, late charges and costs of collection, including, but not limited to, reasonable attorneys' fees and court costs, are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made. Each Assessment against a Lot, together with interest thereon at the highest rate allowed by law, late charges and costs of collection thereof, including, but not limited to, reasonable attorneys' fees and court costs, shall also be the personal obligation of the Owner of such Lot. Said lien shall be effective only from and after the time of the recordation among the Public Records of the County, of a written, acknowledged statement (sometimes hereinafter referred to as a "claim of lien" or "lien") by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, when an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment(s) against the Lot in question is secured by a claim of lien for Assessment(s) that is recorded prior to the recordation of the mortgage of the Institutional Mortgagee which was foreclosed or with respect to which a deed in lieu of foreclosure was given; provided, however, the unpaid share of Assessment(s) shall be collectible from all of the Owners of Contributing Lots, including such acquirer of title and his successors and assigns.

C. Late Charges and Collection of Assessments by Association. If any Owner shall fail to pay any Assessment or installment thereof charged to such Owner within 30 days after the same becomes due, then a late charge of \$25, accruing as of the due date, may be levied by the Board for each month the Assessment is unpaid, which late charge may be secured by the filing of a claim of lien as aforesaid. If an Assessment is not paid within 30 days of its due date, the Association shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments for 12 months from the date of the last overdue Assessment based on the then current Individual Lot Assessment amount, notwithstanding any provisions for the payment thereof in installments; provided that in the event of an increase in the Individual Lot Assessment amount in the next year's Budget, such Owner shall be liable for the increase at such time as the increased Individual Lot Assessment becomes due.
2. To advance on behalf of the Owner(s) in default, funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees at pre-trial, trial and appellate levels, may thereupon be collected by the Association and such advance by the Association shall not waive the default;
3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
4. To file an action at law to collect said Assessment plus late charges, plus interest at the highest rate allowed by law from the due date of such Assessment, plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Association.

Notwithstanding the foregoing, the Association shall not be required to bring any action if it believes that the best interest of the Association would not be served by doing so.

D. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement. Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lots. Further, Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Costs on behalf of the Association when the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagees paying overdue Common Costs on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to

reimbursement.

E. Working Capital Fund. Declarant shall establish a "Working Capital Fund" for the operation of the Association, which shall be collected by Declarant from each Lot purchaser at the time of the first conveyance of each Lot by Declarant to such purchaser in an amount equal to two months of the Individual Lot Assessments for such Lot. The share of each Lot of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet any legitimate Association expense, or to acquire insurance, additional equipment, or services deemed necessary or desirable by the Board of Directors, and may be expended at any time for such purposes. Amounts paid into the fund at closing are not to be considered advance payment of Assessments or as a reserve fund, and are not refundable.

**ARTICLE IX
METHOD OF DETERMINING ASSESSMENTS
AND PROPERTY AND OWNERS TO ASSESS**

A. Determining Amount of Assessments. The total anticipated Common Costs for each fiscal year shall be set forth in a Budget prepared by the Board as required under the Cape Sable Documents. The total anticipated Common Costs (other than those Common Costs which are properly the subject of a "Special Assessment" as hereinafter set forth) shall be apportioned equally among the Contributing Lots by dividing the total anticipated Common Costs which are reflected by the Budget, other than those Common Costs which are properly the subject of Special Assessment (adjusted as hereinafter set forth) by the total number of Contributing Lots at the time of adoption of the Budget, with the quotient thus arrived at being the "Individual Lot Assessment." All questions regarding the number of Contributing Lots subject to this Declaration shall be decided by the Board.

B. Assessment Payments. Individual Lot Assessments which have commenced on a Contributing Lot shall be prorated for the quarter in which the Contributing Lot came into existence, and shall thereafter be payable quarterly in advance on the first day of each quarter of each year, or as otherwise determined from time to time by the Board.

For any Budget year, Declarant may elect to pay: (i) the portion of the actual Common Costs, less any provision for reserves, that do not exceed budgeted amounts and which were properly incurred by the Association during that year which is greater than the sums received by the Association from the payment of Common Costs for that year by Owners other than Declarant; or (ii) such amount as Declarant would otherwise be obligated to pay if it had been subject to the annual assessment for Common Costs for that year on those Contributing Lots within the Property of which it is the Owner. Unless Declarant otherwise notifies the Board of Directors at least 60 days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of service or materials, or a combination of these. Other than as provided in this paragraph, Declarant shall have no obligation to contribute or pay any amount for Assessments or Common Costs as to Lots owned by Declarant. Notwithstanding anything provided herein, Declarant shall never be obligated to pay any amounts for any reserve fund even though the lack of payment of reserves for accounting purposes may be deemed to be an expense of the Association.

C. Special Assessments. Special Assessments include, in addition to other Assessments designated as Special Assessments in the Cape Sable Documents, those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for Common Property, or the cost of reconstructing or replacing such improvements and such Assessments as may be necessary for the Association to carry out its obligations under the Cape Sable Documents. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment. No Lots owned by Declarant shall be subject to any Special Assessments without the prior written consent of Declarant. Special Assessments shall be paid in such installments or in a lump sum as the Board shall from time to time determine.

D. Special Lot Assessment. Special Lot Assessment means those Assessments against an individual Owner which are levied by the Association for maintaining, preserving, and restoring the Common Property and Lots upon such Owner's failure to fulfill his obligations to do same under the provisions of the Cape Sable Documents and such other Assessments which are designated as Special Lot Assessments under this Declaration. Special Lot Assessments shall be in addition to the Individual Lot Assessment and shall be enforceable by the Association as other Assessments, provided that no Lot owned by Declarant shall be subject to any Special Lot Assessments without the prior written consent of Declarant.

Any damage to any portion of the Property which is caused by an Owner or his family, tenants, guests, invitees or licensees shall be the responsibility of such Owner, and shall be charged against such Owner and such Owner's Lot as a Special Lot Assessment.

E. Liability of Owners for Individual Lot Assessments, Special Assessments and Special Lot Assessments. By the acceptance of a deed or other instrument of conveyance of a Contributing Lot, each Owner thereof, except for Declarant to the extent Declarant is an Owner, acknowledges that each Contributing Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments (as to Special Assessments, subject to the limitations thereon relating to Lots owned by Declarant), as well as for all other Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Lots for the Common Costs (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments insofar as Declarant is concerned and the limitations on the liability of Institutional

Mortgagees, their successors and assigns). Further, such Owners recognize and covenant that they are individually liable for Special Lot Assessments (subject to any specific limitations provided for herein). Subject to such specific limitations, it is recognized and agreed by each Owner, for himself and his heirs, personal representatives, successors and assigns, that if Owners fail or refuse to pay their Individual Lot Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, including Special Lot Assessments, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owners, and such increased Individual Lot Assessment or Special Assessments or other Assessments can and may be enforced by the Association in the same manner as all other Assessments hereunder as provided in this Declaration. The limitations applicable to Lots owned by Declarant also apply to any portion of an Assessment arising from the failure of any Owner to pay a Special Assessment or a Special Lot Assessment, or any portion thereof. Failure of an Owner to make use of the rights granted in this Declaration shall not terminate his obligation to pay any Assessments hereunder.

**ARTICLE X
COMMON COSTS;
CERTAIN ASSESSMENT CLASSIFICATIONS**

The following expenses are hereby declared to be Common Costs which the Association shall assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Cape Sable Documents:

A. Taxes. Any and all taxes or special assessments levied or assessed at any and all times upon any Common Property or any improvements thereto or thereon by any and all taxing authorities, community development districts established by Chapter 190, Florida Statutes, and water drainage districts, including, without limitation, all taxes, charges, assessments and impositions, and liens for public improvements, special charges and assessments, and in general all taxes and tax liens which may be assessed against the Common Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon, as opposed to any such levies or assessments against an individual Lot which shall be paid by the Owner thereof, shall be Common Costs.

B. Maintenance, Repair and Replacement.

1. Any and all expenses of the Association necessary to maintain, preserve, repair and replace the Common Property, and any improvements thereon under the terms of the Cape Sable Documents and in conformity with all applicable federal, state, County or municipal laws, statutes, local ordinances, orders, rulings and regulations shall be Common Costs.

2. Any and all expenses of the Association necessary to maintain, preserve, repair, and replace certain improvements or landscaping located on the Property, as provided in this Declaration, including without limitation entranceways, roadways, street signage, medians, and personal property and equipment related to such improvements and landscaping, if any, which under the terms of this Declaration the Association is obligated to maintain, preserve, repair and replace shall be Common Costs.

3. Any and all expenses of the Association for the repair, maintenance or replacement of any sprinkler system maintained by the Association.

C. Administrative Expenses. The costs of administration for the Association in the performance of its functions and duties under the Cape Sable Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses shall be Common Costs. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of Declarant) to assist in the operation of the Property and to perform or assist in the performance of certain obligations of the Association under the Cape Sable Documents. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Common Costs.

D. Compliance with Laws. The Association shall take such action as it determines to be necessary or appropriate in order for the Common Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, and the expenses of the Association hereunder shall be Common Costs.

E. Indemnification. The costs and expenses of fulfilling the covenant of indemnification set forth in Article XIII(Q) of this Declaration shall be a Common Cost.

F. Failure or Refusal of Lot Owners to Pay Assessments. Funds needed for Common Costs due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Common Costs and properly the subject of an Assessment, provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Owners to pay a Special Assessment or a Special Lot Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Lots owned by Declarant.

G. Utility Charges. All charges levied for utilities providing services for the Common Property, whether supplied by a private or public firm, including without limitation all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge, shall be Common Costs.

H. Extraordinary Items. Extraordinary items of expense under the Cape Sable Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment, subject to the limitations thereon with respect to Lots owned by Declarant, shall be Common Costs.

I. Costs of Reserves. The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation or deferred maintenance of Common Property and improvements thereto or with respect to other improvements, landscaping or equipment which the Association is to maintain, repair and replace pursuant to this Declaration, in amounts determined sufficient and appropriate by the Association from time to time shall be Common Costs. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association, and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same. No Reserves shall be imposed as Common Costs or otherwise collected from Lot Owners as long as the Declarant owns a Lot, unless Declarant gives its prior written consent thereto.

J. Matters of Special Assessments Generally. Amounts needed for capital improvements or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Cape Sable Documents must also be approved by the affirmative vote of a majority of all Cape Sable Members (at any meeting thereof having a quorum) when the total amount of the Special Assessment for any one item or purpose is in excess of \$5,000, except that no approval need be obtained for a Special Assessment for the replacement or repair of presently existing improvements or personal property on the Common Property. Declarant shall not be obligated for Special Assessments as to Lots owned by Declarant.

K. Miscellaneous Expenses. The cost or expense of all items pertaining to or for the benefit of the Association or any Common Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Costs by the Board shall be a part of the Common Costs.

L. Insurance. The premiums for all insurance of any type maintained by the Association shall be Common Costs.

ARTICLE XI INSURANCE

A. The Association. The Association shall purchase the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Common Costs:

1. Public Liability Insurance. A comprehensive policy or policies of public liability insurance naming the Association and Declarant, until Declarant is no longer the Class B Member as provided in the Articles, or until Declarant no longer owns any Lots, whichever is later, as named insureds thereof and including, if appropriate, the Owners as insureds thereunder, as insuring against any and all claims or demands made by any Person or Persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Property, or by the Association in performing its duties and obligations under this Declaration, and legal liability arising out of lawsuits related to contracts to which the Association is a party, including without limitation, injuries resulting from the use of improvements made to the Common Property, and for any other risks insured against by such policies, with limits of not less than \$1,000,000 for damages incurred or claimed for personal injury for any one occurrence (with no separate limit stated for the number of claims) and not less than \$100,000 for property damage incurred or claimed for any one occurrence (with no separate limit stated for the number of claims). Such coverage shall include as appropriate and if reasonably available, without limitation, protection against water damage liability, liability for owned and non-owned and hired automobiles and liability for property of others. The insurance purchased shall contain, if obtainable, a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, Declarant, or any other Owners or deny the claim of either the Declarant or Association because of negligent acts of the other or the negligent acts of an Owner.

2. Casualty Insurance. To the extent determined by the Board, if at all, casualty property insurance for all improvements, if any, now or hereafter located upon the Common Property, including fixtures, personal property and equipment thereon, in amount equal to the current full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage. Such insurance is to afford protection against (i) such risks as shall customarily be covered with respect to areas similar to the Common Property in developments similar to the Property in construction, location and use; and (ii) at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage. If the improvements to the Common Property are not the type of improvement for which casualty insurance is customarily obtained, the Board shall have no obligation to obtain casualty insurance for such improvement to the Common Property. If required by an Institutional Mortgagee, and if available, such insurance, if obtained, shall include a "Construction Code Endorsement" (including a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," and an "Increased Cost of Construction Endorsement") or its equivalent endorsement (without contribution); an "all risk" endorsement; an "Agreed Amount Endorsement"; and an "Inflation Guard Endorsement."

3. Fidelity Coverage. At the Board's sole discretion, adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association. Such coverage is to be in the form of fidelity bonds which meet the following requirements to the extent same are reasonably obtainable at a reasonable cost in the judgment of the Board:

- (a) Such bonds shall name the Association as an obligee;
- (b) Such bonds shall be written in an amount equal to at least the sum of three (3) months' Assessments on all Lots, plus the reserves, if any; and
- (c) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.
4. Cancellation or Modification. All insurance policies purchased by the Association shall provide that they shall not be canceled (including for nonpayment of premiums) or substantially modified without at least 60 days' prior written notice to the Association and to each Institutional Mortgagee, if any, named in the mortgage clause, if any.
5. Directors' and Officers' Liability Coverage: At the Board's sole discretion, policies of Directors' and Officers' liability insurance in an amount determined by the Board to be adequate to insure the Directors and Officers of the Association against personal liability arising in connection with the performance of their duties not covered by the coverage maintained pursuant to subparagraph 3 above.
6. Other Insurance. The Association may procure such other Insurance as the Board of Directors may determine.

B. Owners' Responsibility. The Association shall not procure insurance on any Lot or the Dwelling Unit constructed thereon, or personalty contained therein. Accordingly, Owners of Lots shall purchase their own insurance for their Lot and Dwelling Unit and personalty located therein, and for any risk they may incur by ownership of a Lot, and for the use of Common Property. Each Lot and the improvements thereon shall be insured by the Owner thereof with fire and extended coverage insurance for loss by fire or other hazards, and such insurance shall be for the maximum insurable value of the Lot and improvements thereto, including full replacement value coverage, without deduction for depreciation. Each such insurance policy shall also contain a waiver of subrogation provision as to both the Declarant and the Association. The Association shall have the right, but not the obligation, to require Owners to provide to the Association, proof of the insurance required by this Paragraph B as well as proof of payment of the premiums for such insurance. In the event of damage or destruction by fire, flood or other casualty to any Dwelling Unit or other portion of the Lot, the Owner shall be obligated to rebuild and/or repair, as necessary, the Dwelling Unit thereon, subject to the terms, provisions and requirements of this Declaration and the Architectural Review Board. The repair and building of the Dwelling Unit shall be done in a good and workmanlike manner and such repairs and rebuilding shall be performed expeditiously. Notwithstanding anything herein to the contrary, in the event that a Dwelling Unit or any other improvements to a Lot are damaged or destroyed and Assessments have commenced as to such Lot, in no event shall the Assessments with respect to such Lot be reduced, canceled or abated.

ARTICLE XII LEASING OF LOTS

Every lease entered into by any Owner with respect to the Dwelling Unit owned by such Owner shall be subordinate to any lien filed by the Association under this Declaration, whether such lien was filed before or after the commencement of the lease. If an Owner leases his Lot, a lease together with the names of the lessees shall be delivered to the Association prior to the occupancy by the lessee. The Association shall have the right to establish a procedure for screening tenants; accordingly, the Association may then have the right to disapprove tenants. Any such procedure as may be established shall not apply to the Declarant and Declarant shall not be required to seek Association approval for any lease of all or any portion of the Property. Any lease of a Lot by an Owner shall contain a covenant that the lessee acknowledges that the Lot is subject to the Cape Sable Documents and is familiar with the provisions hereof, and the uses and restrictions contained therein, and agrees to abide by all such provisions. If a lease does not contain such a covenant, then such lease shall nonetheless be deemed to include such covenant. This paragraph shall also apply in the event of subleasing of a Lot to the same extent as to the leasing of a Lot. Each Owner hereby assigns to the Association on a non-exclusive basis the rights, but not the obligations, of a landlord as set forth in Chapter 83, Part II, Florida Statutes (1989), as may be amended, including without limitation the right to pursue the remedies set forth therein; provided, however, that nothing shall require that the Association exercise such rights.

ARTICLE XIII RIGHTS OF INSTITUTIONAL MORTGAGEES

- A. General Lender Rights. Upon written request to the Association by an Institutional Mortgagee, or the insurer or guarantor of any Institutional Mortgage encumbering a Lot or residence on a Lot, such Institutional Mortgagee, insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, shall be entitled to prompt written notice of:
1. any condemnation or casualty loss that affects either a material portion of the Property or any Lot or Dwelling Unit on a Lot encumbered by its Institutional Mortgage;
 2. any 60 day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or

Dwelling Unit on a Lot on which it holds the Institutional Mortgage:

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

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

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

C. Amendments. Any Institutional Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws, or prior to the effective date of any termination of an agreement with a management company. The foregoing "registered" Institutional Mortgagees shall attain the status of being registered when such Institutional Mortgagee shall have a recorded a first lien on a Lot and shall have mailed by certified mail, return receipt requested, a notice to the Association requesting to be placed on the list of registered mortgagees.

D. Additional Lender Rights. In the event that any party which has financed the Construction of the Improvements (as hereinafter defined) (the "Development Lender") acquires title to any Lot(s) owned by Declarant (or on which Declarant held a mortgage which was assigned to the Development Lender) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Declarant hereunder (and under the Articles, Bylaws and Rules and Regulations of the Association), except to the extent the Development Lender specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles, Bylaws or Rules and Regulations), the Development Lender shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Declarant (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Development Lender succeeds to the rights, benefits and privileges of Declarant or (ii) otherwise not directly attributable to the Development Lender solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Development Lender's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles, Bylaws or Rules and Regulations). The Construction of the Improvements shall mean and refer to all of the improvements constructed upon the Property, such as, but not limited to, the infrastructure, roads, water and sewer, and excluding the construction of the dwelling units and improvements made or constructed for the exclusive benefit of any one Lot. It is the intention of the Declarant hereby to limit the application of this paragraph and the definition of Development Lender to such entity as may have lent money and secured same with a first lien on all of the Property (or such portions of the Property in addition to the Property as may have been annexed.)

ARTICLE XIV GENERAL PROVISIONS

A. Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (1) any Owner, at the address of the Person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Lot owned by such Owner; and (2) the Association, certified mail, return receipt requested, at 6262 Bird Road, Suite 3-I, Miami, Florida 33155, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (3) Declarant, certified mail, return receipt requested, at 6262 Bird Road, Suite 3-I, Miami, Florida 33155, or such other address or addresses as Declarant shall hereinafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address of Declarant as reflected by the Association records.

1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Cape Sable Documents and the books, records and financial statements of the Association to Owners and to Institutional Mortgagees or the insurers or guarantors of any mortgages encumbering Lots, which mortgages are held by Institutional Mortgagees.

2. Rights of Listed Mortgagee. Upon receipt by the Association, identifying the name and address of the Institutional Mortgagee holding a mortgage on a Lot or the insurer or guarantor thereof (such holder, insurer, or guarantor is herein referred to as a "Listed Mortgagee"), together with written request therefor from such Listed Mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such Listed Mortgagee the following (until the Association receives a written request from such Listed Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

(a) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot; and

(b) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Lot; and

(c) 30 days' prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Common Property or any improvements thereon, or any fidelity bonds of the Association, as well as copies of any notices of cancellation by others received by the Association with respect thereto; and

(d) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Property; and

(e) Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

(f) Written notice of any failure by an Owner of a Lot encumbered by a first mortgage held by such Listed Mortgagee to perform his obligations under the Cape Sable Documents, including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of 90 days.

B. Protect Legal Title to Common Property.

1. Except for the Declarant, no one may grant, lease, convey, pledge, encumber, assign, hypothecate or mortgage any interest in the Common Property without the Association's prior written consent.

2. The Association may incur indebtedness giving a right to a lien of any kind on the Common Property, which liens shall be subject to the Cape Sable Documents, provided that such indebtedness receives the prior affirmative vote of two-thirds of the Cape Sable Members.

3. All Persons contracting with the Association or Owners, or Persons furnishing materials or labor thereto, as well as all Persons whomsoever, shall be bound by the provisions of this Article XIII, Paragraph B.

C. Enforcement.

1. Dispute Notification and Resolution Procedure (Declarant Disputes). Any disputes between the Association, any Owners or any Institutional mortgagees and Declarant or any director, officer, partner, member, manager, employee, subcontractor, or agent of Declarant relating to the covenants and restrictions contained herein, the Cape Sable Documents and other Instruments of Record (as hereinafter defined), the use or condition of the Property, and/or the construction and installation of any improvements located thereon shall be subject to the following provisions:

(a) Notice: Any person with a claim against Declarant or any director, officer, partner, member, manager, employees, subcontractor or agents thereof (collectively "Declarant" for purposes of this section) shall notify Declarant in writing of the claim, describing the nature of the claim and the proposed remedy (the "Claim Notice").

(b) Right to Inspect and Right to Corrective Action: Within a reasonable period after receipt of the Claim Notice, which period shall not exceed sixty (60) days, Declarant and the claimant shall meet at a mutually acceptable place within Cape Sable to discuss the claim. At such meeting or at such other mutually agreeable time, Declarant and Declarant's representatives shall have full access to the Property that is subject to the claim for purposes of inspecting the Property. The parties shall negotiate in good faith in an attempt to resolve the claim. If Declarant elects to take any corrective action, Declarant and Declarant's representatives and agents shall be provided full access to Cape Sable to take and complete corrective actions.

(c) Litigation: If the Association and/or Owner and/or the Institutional Mortgagee has complied with the requirements and subparagraphs (a) and (b) above and Declarant denies any responsibility for the claim, accepts only partial responsibility, or accepts responsibility but the parties cannot in good faith agree on an appropriate remedy, the Association and/or Owner and/or the Institutional Mortgagee may bring an action in any court of competent jurisdiction to resolve the dispute seeking any remedy recognizable in law or equity, including damages, injunction or any other form of relief. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver on such a covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The Association, each Owner and each Institutional Mortgagee covenants that they shall forbear from commencing any litigation against Declarant without complying with the procedures described in subparagraphs (a) and (b) above. If the Association, any Owner or any Institutional Mortgagee breaches the foregoing covenant, Declarant may obtain an appropriate order compelling the Association, Owner and/or Institutional Mortgagee to Comply with the procedures described in subparagraphs (a) and (b) above shall not apply to any action taken by the Association or any Institutional Mortgagee against Declarant for delinquent assessments, which shall be governed by Article VIII. Furthermore, nothing herein shall prevent the Association any Owner or any Institutional Mortgagee from commencing any legal action which in the good faith determination of the Board, or Owner, or the Institutional Mortgagee is necessary to preserve any of the Association's, Owner's or the Institutional Mortgagee's rights under any applicable statute of limitations, provided that the Association, Owner or the Institutional Mortgagee shall take no further steps in prosecuting the action until it has complied with the procedures described in the subparagraphs (a) and (b).

(d) Miscellaneous. Notwithstanding any other provisions herein to the contrary, in any dispute

between the Association and/or any Owner and/or any Institutional Mortgagee and Declarant, each party shall bear its own attorneys fees. Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle the matter shall be considered communications undertaken in the course of affecting a settlement or compromise as such shall not be admissible as an admission on the part of any party or any representative or agent of that party to be utilized for such purpose in any action or proceeding. Nothing herein shall be considered to reduce or extend any applicable statute of limitations.

2. Notwithstanding the availability of the remedies set forth in Article XIII, Paragraph C(1) above, the Association shall also have the power to assess reasonable fines as set forth in the Bylaws to enforce any of the provisions of this Declaration, the Bylaws, the Rules and Other Instruments of Record. Such fines shall be deemed Special Lot Assessments which the Association may enforce in accordance with the provisions of this Declaration.

3. The Declarant and the Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to easements.

D. Rules and Regulations; Priority of Documents. The Board may, from time to time, impose Rules regulating the use and enjoyment of the Property, including without limitation regulations pertaining to the number of guests that may be located in a Dwelling Unit. The Rules so promulgated shall, in all respects, be consistent with the provisions of the Cape Sable Documents. In the event of any conflict, the following documents shall control in the order stated: this Other Instruments of Records, Declaration (as amended from time to time), Articles, Bylaws and Rules; provided, however, if a provision in one document above-mentioned is more restrictive than a similar provision in another document above-mentioned, the provision of the document which is more restrictive shall govern unless the context requires otherwise. "Other Instruments of Record" shall mean and refer any instrument or document recorded in the public records which affects the Property and which, by its own terms and conditions, is still in full force and effect. The inclusion of "Other Instruments or Records" herein shall not operate to reimpose said instruments or documents. Specifically, and not by way of limitation, included in the definition of Other Instruments of Record are the restrictive covenants recorded in Official Records Book 19906, Page 641, of the Public Records of Broward County, Florida.

E. Captions, Headings and Titles. Article and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

F. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Attorneys' Fees. Any provisions herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to attorneys' fees for the attorneys' services at all trial and appellate levels, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

H. Severability. If any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Certain Rights of Declarant. Notwithstanding anything to the contrary herein contained, no improvements constructed by Declarant shall be subject to either the approval of the Association or the ARB. Furthermore, notwithstanding anything to the contrary contained in this Declaration, nothing herein contained shall, or shall be construed to, limit, abridge or in any way affect the rights of Declarant and its successors and assigns to use all portions of the Property in conjunction with, and as part of, its program of sale, leasing, construction and development of and within the Property including, without limitation, the right to use portions of the Property owned by Declarant or the Association to store construction materials, assemble construction components, park vehicles, transact business, maintain models and a sales office, place signs, employ sales personnel, and show Lots, without any cost to Declarant and its successors, nominees and assigns for such rights and privileges. Declarant and its successors, nominees, and assigns shall have the right to construct, maintain, and repair such structures or improvements including the carrying on of all activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate for the development of the Property. Declarant may, pursuant to its programs of construction, temporarily suspend or interrupt the use of Common Property. Further, the provisions and covenants set forth in Article V of this Declaration shall not apply to Declarant or Declarant's designees, successors or assigns to the extent Article V conflicts with the rights of Declarant contained in this Paragraph I. The rights and privileges of Declarant as set forth in this Article XIII, Paragraph I, which are in addition to and are in no way a limit on any other rights or privileges of Declarant under any of the Cape Sable Documents, shall terminate upon Declarant's no longer owning any portion of the Property, or upon such earlier date as Declarant shall notify the Association in writing of Declarant's voluntary election to relinquish the aforesaid rights and privileges. This paragraph may not be suspended, superseded, or modified in any manner by any amendment to this Declaration unless such amendment is first consented to in writing by Declarant.

J. Disputes as to Use. If there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property or any parts thereof in accordance with Paragraph J of this Article XIII shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Association.

K. Term, Amendment, Termination and Modification.

1. The covenants and restrictions of this Declaration shall run with the and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association, any registered institutional mortgagee or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by at least two thirds (2/3) of the then Cape Sable Members, has been recorded within the year preceding the beginning of each successive period of ten years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

2. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant shall have the right, until the termination of the Class B Control Period, in its sole discretion and by its sole act without the joinder or consent of any Person, unless provided otherwise herein, by an instrument filed of record, to modify, enlarge, amend, delete, waive or add to provisions of this Declaration; provided, however, that the Association shall, forthwith but not more than ten days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

3. Except as set forth in subparagraph 2 above, the process of amending or modifying this Declaration shall be as follows:

(a) Until the termination of the Class B Control Period, all amendments or modifications shall be first approved in writing and joined by Declarant which joinder and approval may be unreasonably withheld.

(b) (i) by the vote of two-thirds of all Cape Sable Members, together with (ii) the approval or ratification of a majority of the Board. The aforementioned vote of the Cape Sable Members may be evidenced by an instrument of writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in accordance with the Bylaws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. Amendments for correction of scrivener's errors or other defects in this Declaration may be made by Declarant alone until the termination of the Class B Control Period, and thereafter by the Board alone without the need of consent of the Owners or any other Person.

(c) After the termination of the Class B Control Period, a true copy of any amendment to this Declaration shall be sent via certified mail by the Association to Declarant within five days of its adoption.

(d) Further, Declarant may, in its sole discretion, with the approval of no other Person, including without limitation any mortgagees, being required, amend this Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Declarant to make an amendment to this Declaration for any purpose whatsoever. For as long as there is a Class B membership, an amendment to this Declaration shall require the approval of HUD and/or HUD/VA. Declarant may, but need not, obtain the joinder of HUD and/or HUD/VA on any such amendment.

4. Notwithstanding the other provisions of this Paragraph K, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or any Institutional Mortgagee, under this Declaration or any other of the Cape Sable Documents without the specific written approval of Declarant, the Association or Institutional Mortgagee affected thereby.

5. A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Association to the Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice pursuant to Paragraph A above. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification among the Public Records of the County, but the certificate shall not be recorded until 15 days after the Mailing, unless such 15 day period is waived in writing by Declarant and all Institutional Mortgagees holding mortgages on any portion of the Property.

6. Supplements are not amendments and need only be executed as set forth in Article II hereof.

7. Notwithstanding anything else contained in this Declaration to the contrary or, specifically this subparagraph K. Declarant, without the consent or joinder of any entity, lender or person, shall have the unilateral right to terminate this Declaration by recording an instrument in the public records of Broward County which purports to terminate same. The effect of any such instrument shall be to terminate this Declaration entirely such that the state or condition of title to the Property immediately upon the recording of any such instrument shall be the same as it was immediately prior to the recording of this Declaration. It is the intention of the Declarant that it have this unilateral (without the consent or joinder of any person, entity, lender) right so that it may remove the covenants and restrictions created by this Declaration and thus restore title to the Property to the same condition as it existed prior to the recording of this Declaration. This right shall be effective from the date this Declaration is recorded until March 31, 1998.

L. Delegation and Enforcement. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board or community development district established pursuant to, Chapter 190, Florida Statutes, from time to time and whether or not related to Declarant.

M. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiation settlement and agreements with a condemning authority for acquisition of the Common Property or a part thereof by any condemning authority. If the Association receives any award or payment arising from any taking of Common Property or any improvements thereon as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Property and improvements thereon to the extent deemed advisable by the Association, and the remaining balance of such net proceeds, if any, shall be retained by the Association, and used as determined by the Association.

N. Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths of all Owners prior to the payment of legal or other fees to Persons engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (1) the collection of Assessments;
- (2) the collection of other charges which Owners are obligated to pay, pursuant to the Cape Sable Documents;
- (3) the enforcement of the restrictions contained in the Cape Sable Documents, including but not limited to those against tenants;
- (4) in an emergency, when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Property or to Owners; or
- (5) in any condemnation proceeding.

O. Non-Liability of Declarant. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than Declarant. ALL CAPE SABLE MEMBERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL CAPE SABLE MEMBERS, OWNERS AND OCCUPANTS OF ANY DWELLING UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL REVIEW BOARD DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL REVIEW BOARD MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH CAPE SABLE MEMBER, OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF DWELLING UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR

INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY, IF ANY.

P. Indemnification and Exculpation.

1. Indemnification.

(a) The Association shall defend, indemnify and hold Declarant, its directors, officers, agents and employees and the Association's directors, officers, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all claims, suits, actions, threatened actions, injury, loss, liability, damages, causes of action and expenses of any nature (including but not limited to any derivative action brought by the Association on behalf of any Owner) ("Indemnified Loss") which may be incurred by the Indemnified Parties in connection with or arising directly or indirectly from any personal injury, loss of life and/or damage or encroachment to property in, about or abutting the Common Property, the Lot, or the Property, or any part thereof, directly or indirectly from any act or omission of the Indemnified Parties. The Indemnification provided in this Section shall apply whether or not any Indemnified Party is acting in his capacity as Declarant, director, officer, or agent at the time any Indemnified Loss is incurred. Indemnified Losses pursuant to this Paragraph shall include, but not be limited to, all costs, attorneys' fees (including all appellate levels), expenses, and liabilities.

(b) The indemnification pursuant to this Paragraph shall include any and all expenses that any Indemnified Party incurs to enforce its rights pursuant to this Declaration, including pursuance of an order for specific enforcement of any of the provisions, conditions, covenants or restrictions contained herein.

2. Exculpation.

(a) The Association and all Owners agree that any liability of any person, corporation, partnership or other entity arising out of or in connection with this Declaration, the Lot, the Property or the Common Property shall be limited solely to the cost of correcting defects in work, equipment or components furnished that were warranted in specific written warranties given by Declarant to such Owners.

(b) No Person shall be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use, loss of capital, cost of substitute housing or equipment, facilities or services, or claims by third parties. Repairs or replacements shall not interrupt or prolong the term or any written warranty or extend the obligation of Declarant to replace or repair the property warranted.

(c) Any rights, privileges, or warranties contained herein shall not be assigned or assignable but are personal between the original Owners, or the Association and Declarant.

(d) The Owners agree that there have been no oral or implied warranties by any Person affecting the Lot, the Property or the Common Property.

(e) A closing on any Lot shall supersede and render null and void any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, except for specific written warranties made by Declarant.

(f) Any claim against Declarant, its directors, officers, agents or employees, arising out of or in connection herewith, shall be decided in a non-jury trial.

(g) The directors, officers, agents and employees of Declarant or the Association shall not be subject to personal liability of any nature arising or by reason of the construction, use or sale of the Lot, the Property or the Common Property. Each Owner by acceptance of a deed to any Lot waives, on behalf of such Owner and such Owner's family, tenants, guests and invitees, any claim or right that it may have against such Person and agrees that any and all claims for liability or loss arising by reason of this Declaration, or the construction, use or sale of the Lot, the Property or the Common Property shall be against Declarant only and shall be limited by and subject to the provisions of this Declaration.

IN WITNESS WHEREOF, this Declaration has been signed by the Declarant and the Association, on the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT:


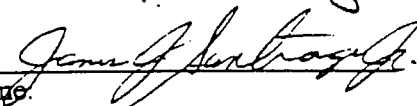
Coral Harbor-Margate Limited Partnership, a Florida limited partnership

By: Coral Harbor-Margate GP, L.C., a Florida limited liability Company, general partner

By: Hearthstone Advisors, Inc., a California corporation, Manager.


By: Ronald E. Fenn
Ronald E. Fenn, Senior Vice-President

[S. O.]


Name: Thadee Taylor

Name: James J. Hartman

ASSOCIATION:

Cape Sable Homeowners Association, Inc., a Florida corporation not for profit

Name:

Don P. Curry

Name:

By: 

Donna E. Rosendo

STATE OF Florida)
COUNTY OF Orange) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Ronald E. Fenn, Senior Vice-President of Hearthstone Advisors, Inc., a California corporation, Manager of Coral Harbor-Margate GP, L.C., a Florida limited liability Company, general partner of Coral Harbor-Margate Limited Partnership, a Florida limited partnership and he acknowledged executing the foregoing instrument on behalf of same for the purposes expressed therein.

WITNESS my hand and official seal in the county and state last aforesaid this 19th day of November, 1996.

My Commission Expires: 7/21/00

[Signature]
NOTARY PUBLIC

Maritza Alarcon
Name of Notary Public
[SEAL]



MARITSA ALARCON
My Comm Exp 7/21/00
Bonded By Service Plus
No. CC571016
My Personal Know Robert O

STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared [Signature], who is personally known to me, as President of Cape Sable Homeowners Association, Inc., a Florida corporation not for profit, and he acknowledged executing the foregoing instrument on behalf of said corporation for the purposes expressed therein.

WITNESS my hand and official seal in the county and state last aforesaid this 22nd day of November, 1996.

My commission expires:

[Signature]
NOTARY PUBLIC

Name of Notary Public
[SEAL]

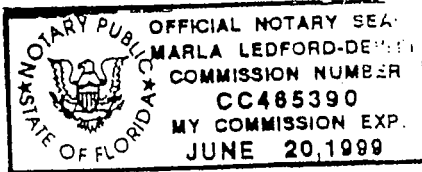


EXHIBIT "A"**LEGAL DESCRIPTION****PARCEL 1**

All the plat of GREAT HORIZONS PARK, as recorded in Plat Book 98, Page 45 of the Public Records of Broward County, Florida;

LESS AND EXCEPT

That portion of Horizons Lane lying East of the East line of Block 1, the Southerly extension of the East line of Block 1, and the East line of Block 2, all in GREAT HORIZONS PARK, as recorded in Plat Book 98, Page 45 of the Public Records of Broward County, Florida;

**TOGETHER WITH
PARCEL 2**

The North 40.00 feet of the South 450 feet of the West 220 feet of the East 300 feet of the S 1/2 of the N 1/2 of Section 24, Township 48 South, Range 41 East.

Parcels 1 and 2 being in the City of Margate, Broward County, Florida, containing 14.507 acres, more or less overall.

EXHIBIT "B"

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
CAPE SABLE HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE I
DEFINITIONS

The words and phrases used in these Articles of Incorporation which are defined in the Declaration of Protective Covenants, Conditions and Restrictions for Cape Sable (the "Declaration") to which these Articles of Incorporation will be attached as an Exhibit, shall have the same meaning as such words and phrases have in the Declaration, unless the context provides otherwise. The terms defined in the Declaration are incorporated herein by reference.

ARTICLE II
NAME

The name of the corporation shall be CAPE SABLE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is hereinafter referred to as the "Association."

ARTICLE III
PURPOSES AND POWERS

The objectives and purposes of the Association are to own, operate, manage, and administer those portions of real property, and to perform those objectives and purposes, as are authorized by the Declaration recorded (or to be recorded) in the Public Records of Broward County, Florida, and amendments filed in accordance therewith and as set forth in these Articles of Incorporation and the Bylaws of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Cape Sable Member or other Person.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into the powers and duties of the Association, except those which require specific approval of the Board of Directors or Cape Sable Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Bylaws or the Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association and to provide for the general health and welfare of its membership.

The Association is NOT a condominium association under Chapter 718, Florida Statutes.

ARTICLE IV
MEMBERS AND VOTING RIGHTS

Section 1. Membership. Every Person who is a record Owner of a fee interest in any Lot which is or is at any time made subject to the Declaration shall be a Cape Sable Member of the Association, provided that any such Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership in the Association and transfer thereof shall be upon such terms and conditions as is provided for in the Declaration, Bylaws or these Articles.

Section 2. Classes of Membership. The Association shall have two (2) classes of voting Cape Sable Members:

(a) Class A. The Class A Members shall consist of all Owners of Lots subject to the Declaration, except the Class B Member.

(b) Class B. The Class B Member is the Declarant.

Section 3. Votes per Lot. Class A Members shall be entitled to one membership interest and one vote for each Lot owned; provided, however, when more than one Person holds title to a Lot, all such Persons shall be Cape Sable Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B Member shall be entitled to five times the total number of votes held by all Class A Members.

Section 4. Conversion of Class B Membership Interests. Class B membership shall cease and be deemed converted to Class A memberships upon the happening of one of the following, whichever first occurs (termination of the "Class B Control Period"):

- (a) the earlier of (i) immediately after 75 percent of all the Lots indicated on the Site Plan, as same may be amended from time to time, have been conveyed by Declarant to Lot Owners other than Declarant or (ii) March 31, 2005, or
- (b) At such earlier date as Declarant shall determine in its sole discretion.

Notwithstanding anything provided herein, the Class B membership shall exist until termination of the Class B Control Period even though Declarant may not own any Lots. By way of example only and not by way of limitation, Declarant transfers or conveys its interest or title in and to any lots which it may own and, contemporaneously thereto, assigns all of Declarant's rights to another person and/or entity.

Section 5. Multiple Ownership.

(a) If there is more than one Cape Sable Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one Person, such Cape Sable Members collectively shall be entitled to only one vote. The vote of the Owners of a Lot owned by more than one Person shall be cast by the person ("Voting Member") named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered.

(b) Notwithstanding the provisions of Section 5(a) above, whenever any Lot is owned by a husband and wife, they may, but shall not be required to, designate a Voting Member. If a proxy or certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(1) When both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. If they 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.

(2) When only one spouse is present at a meeting, the spouse present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Cape Sable Member shall not be considered.

(c) When neither spouse is present, the person designated in a proxy or certificate signed by either spouse may cast the vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the vote of said Cape Sable Member shall not be considered.

Section 6. Meetings of Cape Sable Members. The Bylaws of the Association shall provide for an annual meeting of Cape Sable Members, make provision for regular and special meetings of Cape Sable Members other than the annual meeting and set the quorum requirements for meetings of the Cape Sable Members. Business of any

nature whatsoever may be conducted at any special or annual meeting including, but not limited to, the election of directors.

Section 7. No Transfer or Hypothecation. No Cape Sable Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

Section 8. Loss of Membership. Any Cape Sable Member who conveys or loses title to a Lot by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Cape Sable Member with respect to such Lot and shall lose all rights and privileges of a Cape Sable Member resulting from ownership of such Lot.

**ARTICLE V
CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE VI
BOARD OF DIRECTORS**

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three persons and no more than seven persons. The number of Directors if in excess of three persons shall be determined by the membership. A majority of the Directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of Directors.

Section 2. Board of Directors. The names and addresses of the Board of Directors of the Association, who shall hold office until the first annual meeting of Cape Sable Members (which first annual meeting of the Cape Sable Members shall not occur until 1995) and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Office</u>
Daniel Rosenblatt	Director
Kim Burke	Director
Vincent Capizzi	Director

Section 3. Election of Cape Sable Members of Board of Directors. Except for the the above referenced Board of Directors, Directors shall be elected by the Cape Sable Members of the Association at the annual meeting of the membership as provided in the Bylaws of the Association (or at a special meeting called as required in the Bylaws), and the Bylaws may provide for the method of voting in the election and for removal from office of Directors. All Directors and officers (other than the above referenced Directors who may be re-elected from time to time) shall be Cape Sable Members or shall be authorized representatives, officers or employees of Declarant. The election of Directors shall be by voting as provided in accordance with the Bylaws. All persons nominated for membership by Declarant, or its Voting Members to the Board of Directors, shall be deemed to be an authorized representative, officer or employee of Declarant. During the Class B Control Period, no Director need be a Cape Sable Member.

Section 4. Duration of Office. Persons elected to the Board of Directors shall hold office until the next succeeding annual meeting of Cape Sable Members (or special meeting where the election of Directors is the subject of said meeting) and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 7. Release of Certain Directors and Officers. Upon the resignation of a Director who was on the above referenced Board of Directors, or a Director elected during such period of time that Declarant holds a majority of the votes of the Association, or upon the resignation of an Officer who was one of the original Officers as designated in these Articles, or an officer of the Association elected during such period of time that Declarant holds a majority of the votes of the Association, such resignation shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions which the Association or Cape Sable Members had, now have or hereafter have or which any personal representative, successor, heir or assign of the Association or Cape Sable Members hereafter can, shall or may have against said Officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE VII OFFICERS

Section 1. Officers. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may not hold more than one office, except for the offices of Secretary and Treasurer and Assistant Secretary and Assistant Treasurer. During the Class B Control Period no officer need be a Cape Sable Member. After the Class B Control Period, any officer that is not a Cape Sable Member shall remain in office until a replacement officer is elected. Notwithstanding the foregoing, the officers shall serve at the pleasure of the Board of Directors and may be replaced at any time and for any or no reason at any meeting of the Board of Directors (whether annual or special.) In order to effect any such replacement of officers, no resignation from such officer shall be necessary.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be Directors; other officers may or may not be Directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may appoint an individual to fill such vacancy until the next election of Directors.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until their successors are duly elected and have taken office, shall be as follows:

<u>Name:</u> _____	<u>Office:</u>
Daniel Rosenblatt	President
Kim Burke	Treasurer
Gil Kulis	Vice-President
Kim Burke	Secretary

ARTICLE VIII
Bylaws

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

ARTICLE IX
AMENDMENTS

Section 1. Manner of Amendment. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted for approval by at least two thirds (2/3) of the Lot Owners at a meeting of the membership of the Association, provided that no amendment shall be effective which would affect the rights of the Class B Member without the approval of the Class B Member, and no amendment shall be effective which will adversely affect the rights of any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee. No amendment shall be made to these Articles of Incorporation which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration. Any amendment to these Articles shall be filed with the Secretary of State of the State of Florida, and a certified copy of such amendment from the Secretary of State shall be recorded in the Public Records of the County.

Section 2. Conflict. In case of any conflict between these Articles of Incorporation and the Bylaws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

Section 3. HUD/VA. For so long as there is a Class B membership, amendment to these Articles, mergers, dissolution, consolidations and mortgaging of the common areas shall require the approval of HUD and/or HUD/VA. Annexation of additional properties shall be governed by the Declaration.

ARTICLE X
INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is:

Name

Address

Ignacio G. Zulueta

Ignacio G. Zulueta, P.A.
6255 Bird Road
Miami, Florida 33155

ARTICLE XI
INDEMNIFICATION

Section 1. Indemnity. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, or suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, incorporator, 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 him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not of itself, create a presumption that the

- Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Expenses. To the extent that a Director, officer, incorporator, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees, appellate attorneys' fees and court costs) reasonably incurred by him in connection therewith.

Section 3. Approval. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, incorporator, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the Cape Sable Members.

Section 4. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, incorporator, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 5. 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 bylaw, agreement, vote of Cape Sable Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, officer, incorporator, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII
REGISTERED OFFICE ADDRESS
AND NAME OF REGISTERED AGENT

The registered office of this corporation shall be at 6262 Bird Road, Suite 3i, Miami, Florida 33131, with the privilege of having its office and branch offices at other places within or without the State of Florida. The registered agent shall be Ignacio G. Zulueta, Esq., whose address, for purposes of receiving service of process, is c/o Ignacio G. Zulueta, P.A., 6262 Bird Road, Suite 3c, Miami, Florida 33155.

ARTICLE XIII
DISSOLUTION

The Association may be dissolved, consistent with the applicable provisions of Florida Statutes, upon petition having the assent given in writing and signed by not less than three-fourths of each class of Cape Sable Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes. Article IX herein also governs issues concerning mergers, consolidations and dissolution.

ARTICLE XIV
NO STOCK OR DIVIDENDS

There shall be no dividends to any of the Cape Sable Members. This Association shall not issue shares of stock of any kind or nature whatsoever.

Incorporator

By: _____
Ignacio G. Zulueta, Incorporator

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

In compliance with the laws of the State of Florida, the following is submitted: CAPE SABLE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, desiring to organize or qualify under the laws of the State of Florida, with its registered office at 6262 Bird Road, Suite 3i, Miami, Florida 33155, in the County of Dade, State of Florida, has named Ignacio G. Zulueta, at Ignacio G. Zulueta, P.A., 6262 Bird Road, Suite 3i, Miami, Florida 33155 as its statutory Resident Agent to accept service of process within Florida.

ACKNOWLEDGMENT

Having been named the statutory Resident Agent to accept service of process for the above corporation, at the place designated in this certificate, I hereby acknowledge that I am familiar with the obligations imposed upon a Registered Agent by Section 607.0505 of the Florida Statutes and I agree to accept the same and to act as Registered Agent, and to comply with the provisions of Florida law relative to keeping the registered office open.

Ignacio G. Zulueta, Registered Agent
6262 Bird Road, Suite 3i
Miami, Florida 33155

DATED: this ____ day of November, 1996.

EXHIBIT "C"

BYLAWS

BYLAWS
OF
CAPE SABLE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTIFICATION AND DEFINITIONS

Section 1. These are the Bylaws of CAPE SABLE HOMEOWNERS ASSOCIATION, INC. (the "Association"), as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

Section 2. The words and phrases used in these Bylaws which are defined in the Declaration of Protective Covenants, Conditions and Restrictions for Cape Sable (the "Declaration") shall have the same meanings as such words and phrases have in the Declaration, unless the context provides otherwise. The terms defined in the Declaration are incorporated herein by reference.

ARTICLE II
LOCATION

The principal office of the Association shall be, for the present, 6262 Bird Road, Suite 3I, Miami, Florida 33155, and, thereafter, may be located at such other place as may be designated by the Board of Directors.

ARTICLE III
MEMBERSHIP

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

Section 2. All present and future Cape Sable Members shall be subject to the Declaration, the Articles of Incorporation, and these Bylaws, and to the Rules adopted by the Association to govern the conduct of its Cape Sable Members.

ARTICLE IV
USE OF FACILITIES

The Common Property shall be limited to the use of the Cape Sable Members, their families and their guests, subject to the terms and provisions of the Declaration. If a Cape Sable Member shall lease or permit another to occupy his Dwelling Unit or Lot, the lessee or occupant shall, at the option of the Cape Sable Member, be permitted to enjoy the use of the Common Property in lieu of and subject to the same restrictions and limitations as said Cape Sable Member. Any Cape Sable Member, lessee or occupant entitled to the use of the Common Property, if any, may extend such privileges to members of his family residing in his household, subject to the terms and provisions of the Declaration.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Number and Term. The number of Directors which shall constitute the whole Board shall not be less than three but shall be not more than seven. The number of Directors, if in excess of three persons, shall be determined by the Cape Sable Membership. An initial Board consisting of three Directors shall be designated by Declarant to serve until the first annual meeting of the Association. At the first annual meeting and at all subsequent annual meetings, the Members shall vote for and elect such number of Directors as is designated by the Board to serve for one year terms and until their successors have been duly elected and qualified.

Section 2. No Cumulative Voting. In any election of Directors, cumulative voting is prohibited, and Directors shall be elected by plurality voting.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less

than quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. If a Director on the initial Board resigns, Declarant shall have the right to appoint another Director in his place.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of two-thirds of the total vote present at a duly convened meeting of the Cape Sable Members; provided, any Director elected, appointed or designated by the Class B Member may be removed only by the Class B Member. No Director shall continue to serve on the Board if, during his term of office, he shall cease to be qualified to be a Director.

Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, the Declaration, Articles of Incorporation or by these Bylaws, directed or required to be exercised or done by the Cape Sable Members personally. These powers shall specifically include, but not be limited to, the following items:

(1) To determine and levy Assessments to cover the cost of operating, repairing, insuring (as applicable), and maintaining the Common Property and portions of Lots, as provided in the Declaration, or for any other purpose required to carry out the intent of the Declaration. The Board of Directors may increase or decrease the Assessments or vote Special Assessments or Special Lot Assessments, if required, to meet any additional expenses or as provided in the Declaration, provided, however, as long as Declarant is the Owner of a Lot, no Special Assessments shall be levied without the prior written approval of Declarant, and no Special Assessments for capital improvements shall be levied without the prior written approval of Declarant, so long as it owns any portion of the Property.

(2) To collect, use and expend the Assessments to maintain, care for and preserve Common Property and portions of Lots, as provided in the Declaration, or otherwise carry out the intent of the Declaration.

(3) To make repairs, restore or alter the Common Property after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(4) To open bank accounts and borrow money on behalf of the Association and to designate the signatories to bank accounts.

(5) To collect delinquent Assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Cape Sable Members for violations of the Declaration or Rules adopted by the Association.

(6) To make reasonable Rules with respect to the Common Property, Lots and Dwelling Units, and to amend the same from time to time. Such Rules and amendments thereto shall be binding upon the Cape Sable Members when the Board has approved them in writing and given notice of such Rules and all amendments to each Cape Sable Member. Such Rules may, without limiting the foregoing, include reasonable limitations on the use of the Common Property.

(7) To employ workers, contractors and supervisory personnel, and to purchase supplies, to enter into contracts to provide maintenance and other services as required or permitted by the Declaration, and generally to have the powers of Directors in connection with the matters hereinabove set forth.

(8) To bring and defend actions by or against one or more Cape Sable Members as to matters relating to the Association, and to assess the Cape Sable Members for the cost of such litigation, all of the foregoing being subject to the provisions of the Declaration.

(9) To hire a management firm to perform and exercise the powers of the Board of Directors in the management of the Property.

(10) To establish committees, appoint members thereto, define the power and operating procedures thereof and terminate committees, so as to carry out the general intent of the Declaration.

(11) To accept and grant easements pertaining to any portion of the Property.

(12) To do all things necessary to carry out the obligations imposed on the Association under the Declaration, the Articles of Incorporation and these Bylaws.

(b) The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three Cape Sable Members (at least one of whom shall be a Director) which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board, as required.

(c) Notwithstanding anything to the contrary contained in these Bylaws, so long as Declarant or its successors or assigns, shall be a Cape Sable Member of the Association, the Board may not, without the Declarant's prior written consent, (i) make any addition, alteration or improvement to the Common Property, or (ii) assess any charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, if any, or (iii) hire any employee when it results in a greater number of employees employed by the Association in its prior fiscal year, or (iv) enter into any service or maintenance contract for work not being performed by the Association in its prior fiscal year, or (v) borrow money on behalf of the Association except from Declarant, or (vi) reduce the services performed by the Association in its prior fiscal year, or (vii) levy Special Assessments for capital improvements or otherwise specially assess the Membership for any reason whatsoever.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services. This provision shall not preclude the Board from hiring a Director or officer as an employee of the Association, or preclude the contracting with a Director, officer or party affiliated with an officer or Director, for all of the management or performance of contracting services for all or any part of the Property.

Section 7. Meetings.

(a) The first meeting of each Board newly elected by the Cape Sable Members shall be held within ten days of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

(b) Regular meetings of the Board may be held at such times and places in Broward County as may be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or Vice President. Special meetings must be called by the Secretary at the written request of at least one-third of the Directors and shall be held in Broward County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

(c) Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived before, during, or after such meeting. Any Director may waive notice of the meeting in writing, before, during, or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

(d) A quorum of the Board shall consist of the number of Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles, or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

(e) The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate a Vice President to preside.

(f) Minutes of all meetings of the Board and members shall be kept in a businesslike manner and be available for inspection by Cape Sable Members and Directors at all reasonable times. The Association will retain said minutes for a minimum of seven (7) years.

(g) The Board shall have the power to appoint an Executive Committee(s) of the Board consisting of not less than two Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

(h) Meetings of the Board shall be open to all Cape Sable Members on such terms as the Board may determine. The Board may also meet in executive session. If a Cape Sable Member not serving as a Director, or not otherwise invited by the Directors to participate in a meeting, attempts to participate rather than observe at such meetings, or conducts himself in a manner detrimental to the conduct of such meeting, then upon a majority vote by the Board of Directors, the Board may expel said Cape Sable Member from the meeting by any reasonable means which may be necessary to accomplish such expulsion. Also, the Board shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient evidence that he is a Cape Sable Member or that he was specifically invited by the Directors to participate in such meeting.

(i) Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

(j) Notice of the meeting of the Board shall be posted in a conspicuous place on the Association property at least 48 hours in advance except in the event of an emergency. If a special assessment is to be considered at said meeting, then a statement that such special assessment as well as a statement as to the nature of such special assessment shall be included in the notice.

Section 8. Fiduciary duty. The members of the Board shall have a fiduciary obligation towards the Cape Sable Members.

ARTICLE VI OFFICERS

Section 1. Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. All officers must be either Cape Sable Members or authorized representatives, officers or employees of the Declarant or corporate Cape Sable Members; provided, however, that during the Class B Control Period, no officers need be Cape Sable Members. Two or more offices may not be held by the same person, except for Secretary and Treasurer. The President and Vice President shall be elected from the members of the Board of Directors.

Section 2. Election. The Board, at its first meeting after each annual meeting of the Cape Sable Members, shall elect a President, a Vice President, a Secretary and a Treasurer.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office for a period of one year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board at any regular or special Board meeting.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Cape Sable Members and the Board, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized not for profit under Chapter 617, Florida Statutes, as amended.

Section 6. The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized not for profit under Chapter 617, Florida Statutes, as amended. The Board shall have the authority to elect more than one Vice President, and if there be more than one, then they shall be designated as "First", "Second", etc., and shall exercise the powers and perform the duties of the President in such order.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of the Cape Sable Members and record all votes and the minutes of all proceedings in a book to be kept for that

purpose and shall perform like duties for the standing committees when required. He shall give or cause to be given, notice of all meetings of Cape Sable Members and special meetings of the Board and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association, including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The duties may also be exercised by a managing agent or firm if any, appointed by the Board.

The Treasurer shall disburse the funds of the Association as he may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of account of the Association, including a separate ledger for each Cape Sable Member which, among other things, shall contain the amount of each Assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

Section 9. Agreements, Etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board.

Section 10. Fiduciary duty. The officers of the Association shall have a fiduciary obligation towards the Cape Sable Members.

**ARTICLE VII
NOTICES**

Section 1. Definitions. Whenever, under the provisions of the Declaration or of these Bylaws, notice is required to be given to the Board of Directors or to any Director or Cape Sable Member, it shall not be construed to mean personal notice but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, such Director or Cape Sable Member at such address as appears on the books of the Association, unless otherwise specifically provided for in the Declaration or these Bylaws.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

**ARTICLE VIII
MEETINGS OF CAPE SABLE MEMBERS,
QUORUMS, PROXIES AND WAIVERS**

Section 1. Annual Meetings. The Cape Sable Members shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in Broward County as the Board may determine and designate in the notice of such meeting at such time as it determines, between October 1 and December 15, of each fiscal year, commencing with the year 1994. No Annual Members' Meeting shall be held in 1992 and 1993. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

Section 2. Special Meetings. Special Meetings of the Cape Sable Members (meetings other than the Annual Members' Meeting) shall be held at any place within Broward County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Cape Sable Members having the right to vote at least one-third of the total number of votes entitled to be cast by Cape Sable Members at any such special meeting.

Section 3. Annual Meeting. Except as otherwise provided in the Articles, a written notice of all Cape Sable Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Cape Sable Member entitled to vote at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than 14 days nor more than 45 days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. All notices shall be signed by an officer of the

- Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Cape Sable Member or by the person entitled to vote for such Cape Sable Member by signing a document setting forth the waiver of such notice.

Section 4. Written Response. The Cape Sable Members may, at the discretion of the Board, act by written response in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Cape Sable Members, or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Declaration, the Articles or these Bylaws and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Cape Sable Members as to the matter or matters to be agreed or voted upon shall be binding on the Cape Sable Members, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

Section 5. Quorum.

(a) A quorum of the Cape Sable Members shall consist of Cape Sable Members entitled to cast 33 percent of the total number of votes of the Cape Sable Members.

(b) Any Cape Sable Member may join in the action of any Meeting by signing and concurring in the minutes thereof, and such a signing shall constitute the presence of such Cape Sable Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Declaration, the Articles or these Bylaws, then such express provision shall govern and control the required vote on the decision of such question.

Section 6. Ballots. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Cape Sable Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board may appoint an "Election Committee" to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all its members, but matters resulting in deadlock votes of the Election Committee shall be referred to the entire Board for resolution.

Section 7. Adjournment. If a quorum is not in attendance at a Meeting, the Cape Sable Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

Section 8. Minutes. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Cape Sable Members and Directors at all reasonable times.

Section 9. Proxy. Voting rights of Cape Sable Members shall be as stated in the Articles with respect to the election of all Boards other than the first Board of Directors named in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy. Any Proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A Proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given.

Section 10. Secret Ballot. Except as provided in Section 6 above, concerning the election of Directors, the voting on any matter at a Meeting shall be by secret ballot upon request of the holders of 20 percent of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question. The presiding officer (the "Chairman") of such Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 11. Voting for Directors. For election of the board of directors, homeowners shall vote in person at a meeting of the homeowners or by a ballot that the homeowner personally casts.

**ARTICLE IX
AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the Cape Sable Members, by a vote of a majority of the total authorized votes of all Cape Sable Members (and not a majority of a quorum) provided that the notice to the Cape Sable Members of the meeting contains a complete statement of the proposed Amendment of the Bylaws; and provided that the provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or by applicable law; and provided further that any matters stated herein to be or which are in fact covered by the Declaration may not be amended except as provided in such Declaration. No amendment shall be effective which would affect the rights or obligations of the Class B Member without the prior written approval of such Cape Sable Member or adversely affect the rights of Institutional Mortgagees without the prior written consent of Institutional Mortgagees. All amendments to these Bylaws shall be recorded in the Public Records of Broward County, Florida. HUD or HUD/VA has the right to veto any amendments hereto so long as there exists a Class B membership.

**ARTICLE X
ACQUISITION OF LOTS**

At any foreclosure sale of a Lot, the Board of Directors may, with the authorization and approval by the affirmative vote of Cape Sable Members casting not less than a majority vote of the total authorized vote of the Cape Sable Members (and not a majority of a quorum) present in person or by proxy, at any regular or special meeting of the Cape Sable Members wherein said matter is voted upon, acquire, in the name of the Association, or its designees, a Lot being foreclosed. The term "foreclosure" as used in this Article, shall mean and include any foreclosure of any lien, excluding the Association's lien for Assessments. The power of the Board of Directors to acquire a Lot at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purposes of setting forth the power of the Board of Directors to do so should the requisite approval of the Cape Sable Members be obtained. The Board of Directors shall not be required to obtain the approval of Owners to purchase a Lot at the foreclosure sale of a Lot due to the foreclosure of the Association's lien for Assessments under the provisions of the Declaration, notwithstanding the sum that the Board of Directors determines to bid at such foreclosure sale.

**ARTICLE XI
PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or the Bylaws.

**ARTICLE XII
PARAMOUNT RIGHTS OF DECLARANT**

All of the terms and provisions of these Bylaws shall be subject to the applicable sections of the Declaration as to rights and powers of Declarant, which rights and powers of Declarant shall be deemed paramount to the applicable provisions of these Bylaws.

**ARTICLE XIII
ACCOUNTING RECORDS; FISCAL MANAGEMENT**

Section 1. Accounting Records. The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Cape Sable Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Cape Sable Member must be in writing and signed by the person giving the authorization and dated within 60 days of the date of the inspection.

Section 2. Budget. The Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Common Costs of the Association for each forthcoming fiscal year (the fiscal year of the Association to be determined by the Board) at a special meeting of the Board ("Budget Meeting") called for that purpose preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Common Costs shall be prepared by or on behalf of the Board. Within 60 days after adoption of the Budget, each Cape Sable Member shall be given notice of the Individual Lot Assessment applicable to his Lot. The notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Cape Sable Member shown on the records of the Association at his last known address as shown on the records of the Association.

Section 3. Finances. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be as determined by the Board; (ii) any monies received by the Association in any fiscal year may be used by the Association to pay expenses incurred in the same fiscal year; (iii) there shall be apportioned between fiscal years on a pro rata basis any expenses which are prepaid in any one fiscal year; (iv) Assessments shall be made monthly or as otherwise determined by the Board in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common Costs and for all unpaid Common Costs previously incurred; and (v) items of Common Costs incurred in a fiscal year must be paid in that fiscal year regardless of when the bill for such expenses is received.

Section 4. Individual Lot Assessment. The Individual Lot Assessment shall be payable as provided for in the Declaration.

Section 5. Deficiency. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Costs not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Costs than monies from Assessments, then such deficits shall be carried into the next succeeding year's Association Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Lot Assessment or Special Assessment).

Section 6. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

Section 7. Report of Accounts. A report of the accounts of the Association shall be made annually; however no audit of the accounts of the Association shall be required. A copy of the report shall be furnished to each Cape Sable Member no later than the first day of fourth month of the year following the year for which the report is made. The report shall be deemed to be furnished to the Cape Sable Member upon its delivery or mailing to the Cape Sable Member shown on the records of the Association at his last known address shown on the records of the Association.

ARTICLE XIV FINES

Section 1. Violations. In the event of a violation (other than the nonpayment of an Assessment) by an Owner of any of the provisions of the Declaration, the Articles or these Bylaws, or the Rules adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein or in the Declaration, the Association shall have the right to assess fines against an Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other Assessment, so that the Association shall have a lien against each Lot for the purpose of enforcing and collecting such fines, as provided in the Declaration.

(a) The Board of Directors shall appoint an "Enforcement Committee" (which Committee may be composed of members of the Board or Cape Sable Members; provided, however, as long as the Class B Member has a majority of the voting interest in the Association, the members of the Enforcement Committee may be an officer, director or employee of a Class B Member, or a designee of a Class B Member) which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, or the Rules of the Association, governing the use of the Property and the personal conduct of the Cape Sable Members and their guests and lessees are being or have been violated. If the Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner of the Lot, if the alleged violator is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within 15 days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed \$50 for each offense. The notice shall further specify, and it is hereby provided, as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Enforcement Committee, including any witnesses that the alleged violator, Lot Owner, or the Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each offense in an amount not to exceed \$50 for each offense.

(d) A fine pursuant to this section shall be assessed against the Lot which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other Assessment, including by means of the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within 30 days after the due date, a late fee of \$15, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law, and costs and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator payment in the amount of any fine or fines assessed against that Owner.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these Bylaws or Rules, including but not limited to legal action for damages or injunctive relief.

(f) Failure to enforce any of the provisions of the Declaration, the Articles, these Bylaws or the Rules shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach occurring prior or subsequent thereto.

ARTICLE XV
GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors, and the fiscal year may be a calendar year.

Section 2. Gender. Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Section 3. Severability. Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless be and remain in full force and effect.

Section 4. Construction. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in case of any conflict between the Declaration and these Bylaws, the said Declaration shall control.

CORAL HARBOR TRACT "A"

Easement Description

Being a portion of the GREAT HORIZONS PARK, Plat Book 98,
Page 45, City of Margate, Broward County, Florida
Sheet 1 of 3

Legal Description:

A Portion of the Plat of GREAT HORIZONS PARK, as recorded in Plat Book 98, Page 45 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of said Plat;

THENCE North $01^{\circ}32'03''$ West, along the West line of said plat, 100.04 feet to the POINT OF BEGINNING;

THENCE continue North $01^{\circ}32'03''$ West, along the West line of said plat, 30.01 feet;

THENCE South $89^{\circ}59'59''$ East, a distance of 107.38 feet to a point on the arc of a non-tangent curve concave to the Northeast (said point bears South $53^{\circ}31'00''$ West from the radius point of the next described curve);

THENCE Northwesterly, along the arc of said curve having a radius of 74.00 feet, a delta of $34^{\circ}56'31''$, and an arc distance of 45.14 feet to a Point of Tangency, (said point also being known as REFERENCE POINT "A");

THENCE North $01^{\circ}32'03''$ West, a distance of 311.88 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 74.00 feet, a delta of $38^{\circ}01'05''$, and an arc distance of 49.10 feet;

THENCE North $89^{\circ}59'59''$ West, 109.74 feet;

THENCE North $01^{\circ}32'03''$ West, 30.01 feet;

THENCE South $89^{\circ}59'59''$ East, a distance of 778.42 feet to the beginning of a Tangent curve concave to the Southwest;

ii THENCE Southeasterly, along the arc of said curve having a radius of 74.00 feet, a delta of $88^{\circ}27'56''$, and an arc distance of 114.26 feet to a Point of Tangency;

THENCE South $01^{\circ}32'03''$ East, a distance of 53.58 feet to the beginning of a Tangent curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve having a radius of 25.00 feet, a delta of $88^{\circ}27'56''$, and an arc distance of 38.60 feet to a Point of Tangency;

THENCE South $89^{\circ}59'59''$ East, 69.69 feet;

THENCE South $01^{\circ}32'03''$ East, 50.02 feet;

THENCE North $89^{\circ}59'59''$ West, a distance of 68.36 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Southwesterly, along the arc of said curve having a radius of 25.00 feet, a delta of $91^{\circ}32'04''$, and an arc distance of 39.94 feet to a Point of Tangency;

THENCE South $01^{\circ}32'03''$ East, 224.21 feet;

THENCE South $04^{\circ}07'31''$ East, 28.44 feet;

THENCE South $01^{\circ}32'03''$ East, 81.71 feet;

THENCE North $89^{\circ}59'59''$ West, 30.01 feet;

THENCE North $01^{\circ}32'03''$ West, 80.23 feet;

(Continued on Sheet 2 of 3)

CRAIG A. SMITH & ASSOCIATES

Consulting Engineers - Planners - Surveyors

1000 West McNAB Road - Pompano Beach, Florida 33069
(954) 782-8222 FAX: (954) 786-8927 Cert. No. LB 0003110

THENCE North 04°07'31" West, a distance of 35.35 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears South 37°43'03" East from the radius point of the next described curve);

THENCE Southwesterly, along the arc of said curve having a radius of 74.00 feet, a delta of 37°43'04", and an arc distance of 48.71 feet to a Point of Tangency;

THENCE North 89°59'59" West, 774.46 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS;

COMMENCING at aforementioned REFERENCE POINT "A";

THENCE North 88°27'57" East, a distance of 36.00 feet to the POINT OF BEGINNING;

THENCE North 01°32'03" West, a distance of 311.88 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 38.00 feet, a delta of 91°32'04", and an arc distance of 60.71 feet to a Point of Tangency;

THENCE South 89°59'59" East, a distance of 608.38 feet to the beginning of a Tangent curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 38.00 feet, a delta of 88°27'56", and an arc distance of 58.67 feet to a Point of Tangency;

THENCE South 01°32'03" East, a distance of 311.88 feet to the beginning of a Tangent curve concave to the Northwest;

THENCE Southwesterly, along the arc of said curve having a radius of 38.00 feet, a delta of 91°32'04", and an arc distance of 60.71 feet to a Point of Tangency;

THENCE North 89°59'59" West, a distance of 608.38 feet to the beginning of a Tangent curve concave to the Northeast;

THENCE Northwesterly, along the arc of said curve having a radius of 38.00 feet, a delta of 88°27'56", and an arc distance of 58.67 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of MARGATE, BROWARD COUNTY, FLORIDA, and containing 93,506 square feet (2.19 acres), more or less.

MAP LEGEND

R	RADIUS
Δ	DELTA ANGLE
A	ARC LENGTH
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
P.G.	PAGE
BCR.	BROWARD COUNTY RECORDS
P.O.T.	POINT OF TERMINATION

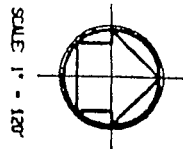
SURVEYORS NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS PARCEL HAS NOT BEEN ABSTRACTED FOR RIGHTS-OF-WAY EASEMENTS, OR OTHER RECORDED OR UNRECORDED INSTRUMENTS.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH BOUNDARY OF THE PLAT OF GREAT HORIZONS PARK, RECORDED IN PLAT BOOK 98, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID LINE BEARS NORTH 89°59'59" WEST.

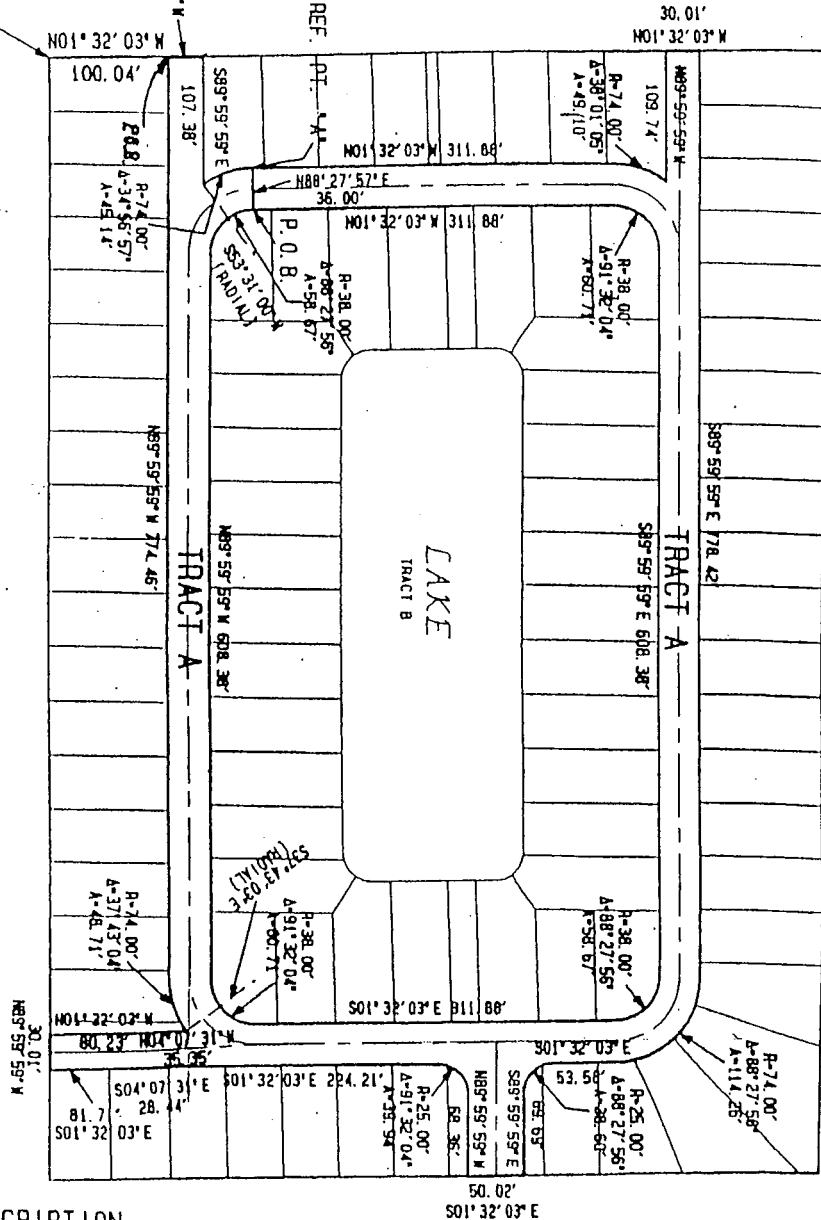
CRAIG A. SMITH & ASSOCIATES

Consulting Engineers - Planners- Surveyors
1000 West McNAB Road - Pompano Beach, Florida 33069
(954) 782-8222 FAX: (954) 786-8927 Cert. No. LB 0003110

272
LSD
2m



P.O.C.
SOUTHWEST CORNER
(P.B. 98, PG. 45, B.C.R.)



SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE HIGHER TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND ENGINEERS IN CHAPTER 111, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 171.021, STATUTES.

FOR THE FIRM, BY: *[Signature]*
 PROFESSIONAL SURVEYOR & ENGINEER
 FLORIDA REGISTRATION NO. 4642

SKETCH/DESC	JPH	11-96	N/A	JOC
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(954) 782-8222
CERTIFICATE NO: LB3110

CORAL HARBOR
TRACT "A"

PROJECT NO. 95-0145

DESCRIPTION
CORAL HARBOR
LAKE TRACT B

A portion of the plat of GREAT HORIZONS PARK, as recorded in Plat Book 98, Page 45 of the Public Records of Broward County, Florida described as follows:

COMMENCING at the Southwest corner of said Plat;

THENCE South $89^{\circ}59'59''$ East, along the South Line of said Plat, 242.74 feet;

THENCE North $00^{\circ}00'01''$ East, a distance of 274.33 feet to the POINT OF BEGINNING;

THENCE North $01^{\circ}32'03''$ West, a distance of 109.80 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 25.00 feet, a delta of $91^{\circ}32'04''$, and an arc distance of 39.94 feet to a Point of Tangency;

THENCE South $89^{\circ}59'59''$ East, a distance of 394.30 feet to the beginning of a Tangent curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 25.00 feet, a delta of $88^{\circ}27'56''$, and an arc distance of 38.60 feet to a Point of Tangency;

THENCE South $01^{\circ}32'03''$ East, a distance of 109.80 feet to the beginning of a Tangent curve concave to the Northwest;

THENCE Southwesterly, along the arc of said curve having a radius of 25.00 feet, a delta of $91^{\circ}32'04''$, and an arc distance of 39.94 feet to a Point of Tangency;

THENCE North $89^{\circ}59'59''$ West, 394.30 feet to the beginning of a Tangent curve concave to the Northeast;

THENCE Northwesterly, along the arc of said curve having a radius of 25.00 feet, a delta of $88^{\circ}27'56''$, and an arc distance of 38.60 feet to the POINT OF BEGINNING.

Lying in the City of Margate, Broward County, Florida
containing 1.617 acres more or less.

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS

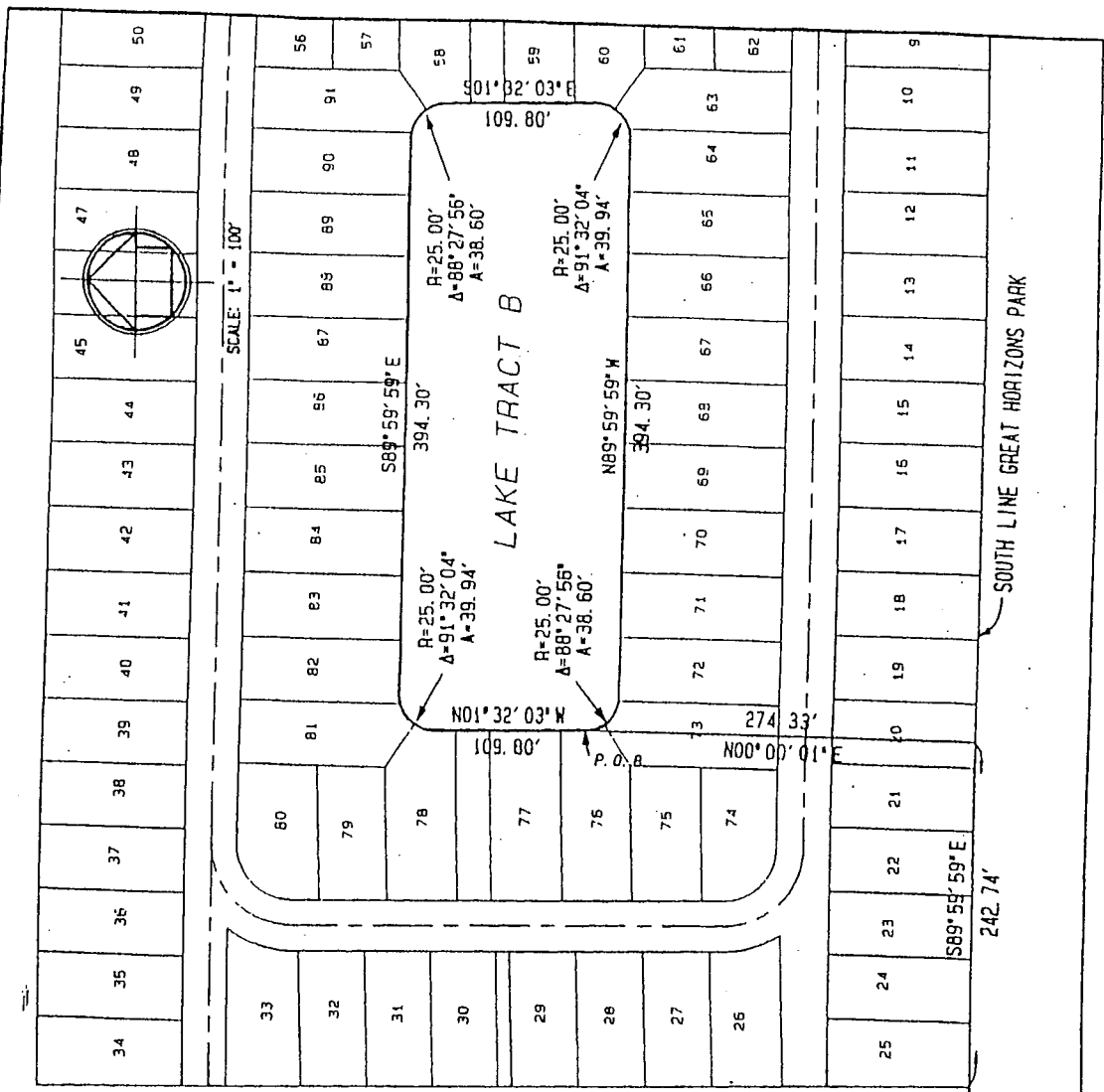


1000 WEST MC NAB ROAD
POMPAHO BEACH, FLORIDA, 33069
(954)782-8222
CERTIFICATE NO: LB3110

CORAL HARBOR
LAKE TRACT B
PROJECT NO. 95-0145

CAD LIBRARY: 145LAKE

SHEET 1 OF 2



LEGEND

P. O. C. SOUTHWEST CORNER GREAT HORIZONS PARK (P. B. 98, P. G. 45, BCR.)

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. THIS PARCEL HAS NOT BEEN ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OR OTHER RECORDED OR UNRECORDED INSTRUMENTS.

3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH BOUNDARY OF THE PLAT OF GREAT HORIZONS PARK, RECORDED IN PLAT BOOK 98, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA. SAID LINE BEARS NORTH 89°59'59" WEST.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11617-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

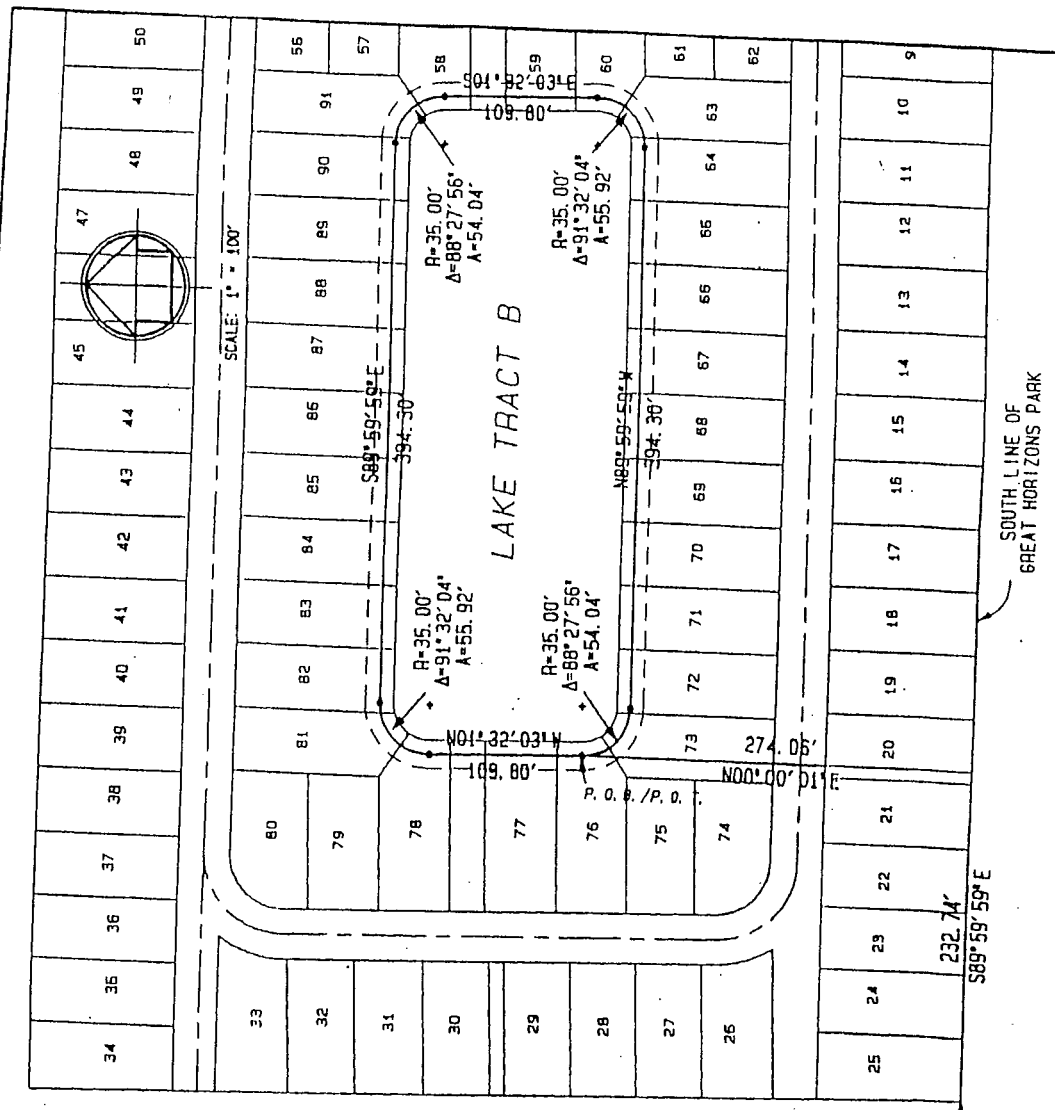
FOR THE FIRM, BY: *[Signature]*
RICHARD H. SMITH
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 5239

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS

CAS

1000 WEST MC NAB ROAD
 POMPANO BEACH, FLORIDA, 33069
 (954)782-8222
 CERTIFICATE NO: LB31110

SKETCH/DESC	WMC	11- -96	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD
CORAL HARBOR LAKE TRACT B		PROJECT NO. 95-0145		
CAD LIBRARY: 145LAKE		SHEET 2 OF 2		



LEGEND

R RADIUS
 Δ DELTA ANGLE
 A ARC LENGTH
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 P.B. PLAT BOOK
 P.G. PAGE
 BCLR BROWARD COUNTY RECORDS
 P.O.T. POINT OF TERMINATION

P.O.C.
 SOUTHWEST CORNER
 GREAT HORIZONS PARK
 (P.B. 90, P.G. 46, BCLR.)

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS PARCEL HAS NOT BEEN ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OR OTHER RECORDED OR UNRECORDED INSTRUMENTS.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH BOUNDARY OF THE PLAT OF GREAT HORIZONS PARK, RECORDED IN PLAT BOOK 90, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID LINE BEARS NORTH 89°59'59" WEST.

SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 112.027, FLORIDA STATUTES.

FOR THE FIRM BY: *Richard H. Smith*
 RICHARD H. SMITH
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 5239

SKETCH/DESC	HWC	11	-96	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD	

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS

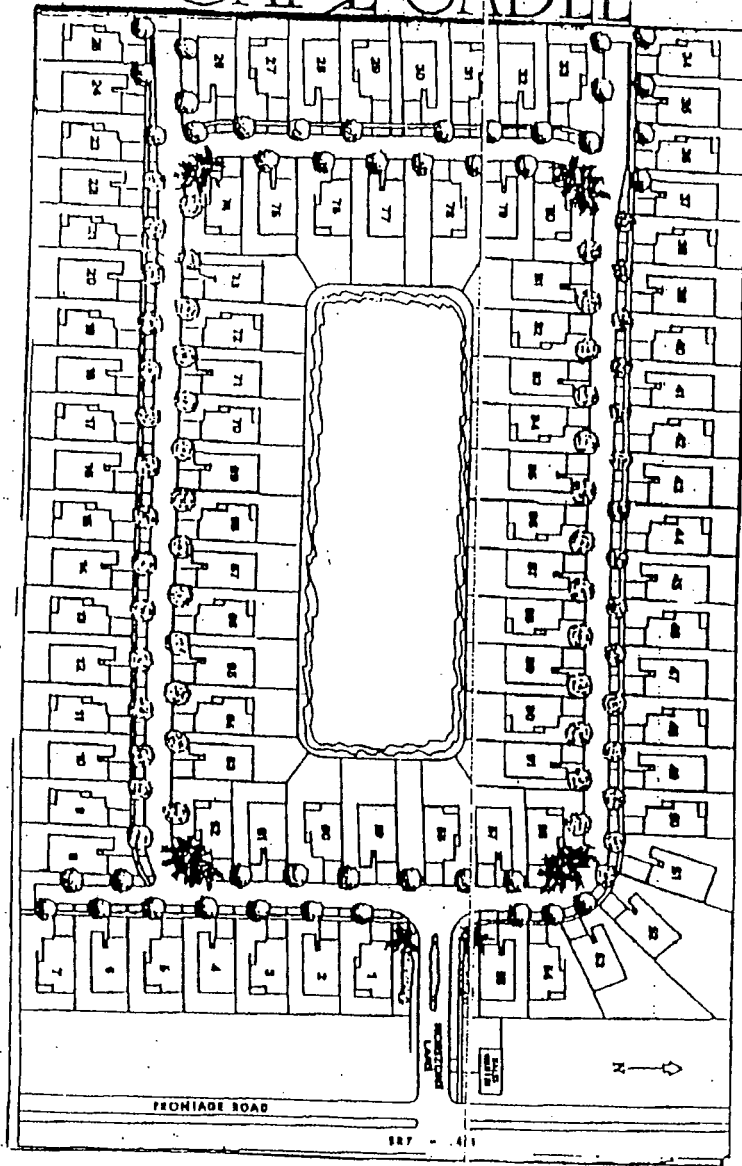


1000 WEST MC NAB ROAD
 POMPAHO BEACH, FLORIDA, 33069
 (954) 782-8222
 CERTIFICATE NO: LB3110

CORAL HARBOR
 LAKE MAINTENANCE EASEMENT
 PROJECT NO. 94-0145

CAD LIBRARY: LAKEEAS SHEET 2 OF 2

CAPE SABLE



DESCRIPTION
CORAL HARBOR
UTILITY EASEMENT

A 10 foot strip of land lying in the plat of GREAT HORIZONS PARK, as recorded in Plat Book 98, Page 45 of the Public Records of Broward County, Florida, being 5 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of said plat of GREAT HORIZONS PARK;

THENCE North 01°32'03" West along the West line of said plat of GREAT HORIZONS PARK, 95.03 feet to a POINT OF BEGINNING of said centerline;

THENCE South 89°59'59" East, a distance of 774.32 feet to the beginning of a Tangent curve concave to the Northwest;

THENCE Northeasterly, along the arc of said curve having a radius of 79.00 feet, a delta of 35°20'29", and an arc distance of 48.73 feet to a POINT OF TERMINATION of said centerline;

THENCE South 19°43'24" East, 116.39 feet to the South line of said plat of GREAT HORIZONS PARK and a POINT OF BEGINNING of said centerline;

THENCE North 01°32'03" West, 81.96 feet;

THENCE North 04°07'31" West, 28.44 feet;

THENCE North 01°32'03" West, 239.10 feet to a POINT OF TERMINATION of said centerline;

THENCE continue North 01°32'03" West, 70.04 feet to a POINT OF BEGINNING of said centerline;

THENCE continue North 01°32'03" West, a distance of 68.58 feet to the beginning of a Tangent curve concave to the Southwest;

THENCE Northwesterly, along the arc of said curve having a radius of 79.00 feet, a delta of 88°27'56", and an arc distance of 121.98 feet to a Point of Tangency;

THENCE North 89°59'59" West, 778.56 feet to the West line of said plat of GREAT HORIZONS PARK and a POINT OF TERMINATION of said centerline;

THENCE South 71°29'35" East, a distance of 110.27 feet to a point on the arc of a non-tangent curve concave to the Southeast having a radial bearing North 56°09'14" West and being a POINT OF BEGINNING of said centerline;

THENCE Southwesterly, along the arc of said curve having a radius of 79.00 feet, a delta of 35°22'49", and an arc distance of 48.78 feet to a Point of Tangency;

THENCE South 01°32'03" East, a distance of 311.88 feet to the beginning of a Tangent curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve having a radius of 79.00 feet, a delta of 32°18'42", and an arc distance of 44.55 feet to a POINT OF TERMINATION of said centerline;

THENCE North 37°06'49" East, 54.07 feet to a POINT OF BEGINNING of said centerline;

THENCE North 01°32'03" West, a distance of 311.88 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 33.00 feet, a delta of 91°32'04", and an arc distance of 52.72 feet to a Point of Tangency;

THENCE South 89°59'59" East, a distance of 608.38 feet to the beginning of a Tangent curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 33.00 feet, a delta of 88°27'56", and an arc distance of 50.95 feet to a Point of Tangency;

THENCE South 01°32'03" East, a distance of 311.88 feet to the beginning of a Tangent curve concave to the Northwest;

THENCE Southwesterly, along the arc of said curve having a radius of 33.00 feet, a delta of 91°32'04", and an arc distance of 52.72 feet to a Point of Tangency;

THENCE North 89°59'59" West, a distance of 608.38 feet to the beginning of a Tangent curve concave to the Northeast;

THENCE Northwesterly, along the arc of said curve having a radius of 33.00 feet, a delta of 88°27'56", and an arc distance of 50.95 feet to a POINT OF TERMINATION of said centerline.

The side lines of these easements are to be lengthened or shortened to provide a continuous easement that intersects adjacent parcel lines.

Lying in the City of Margate, Broward County, Florida.

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



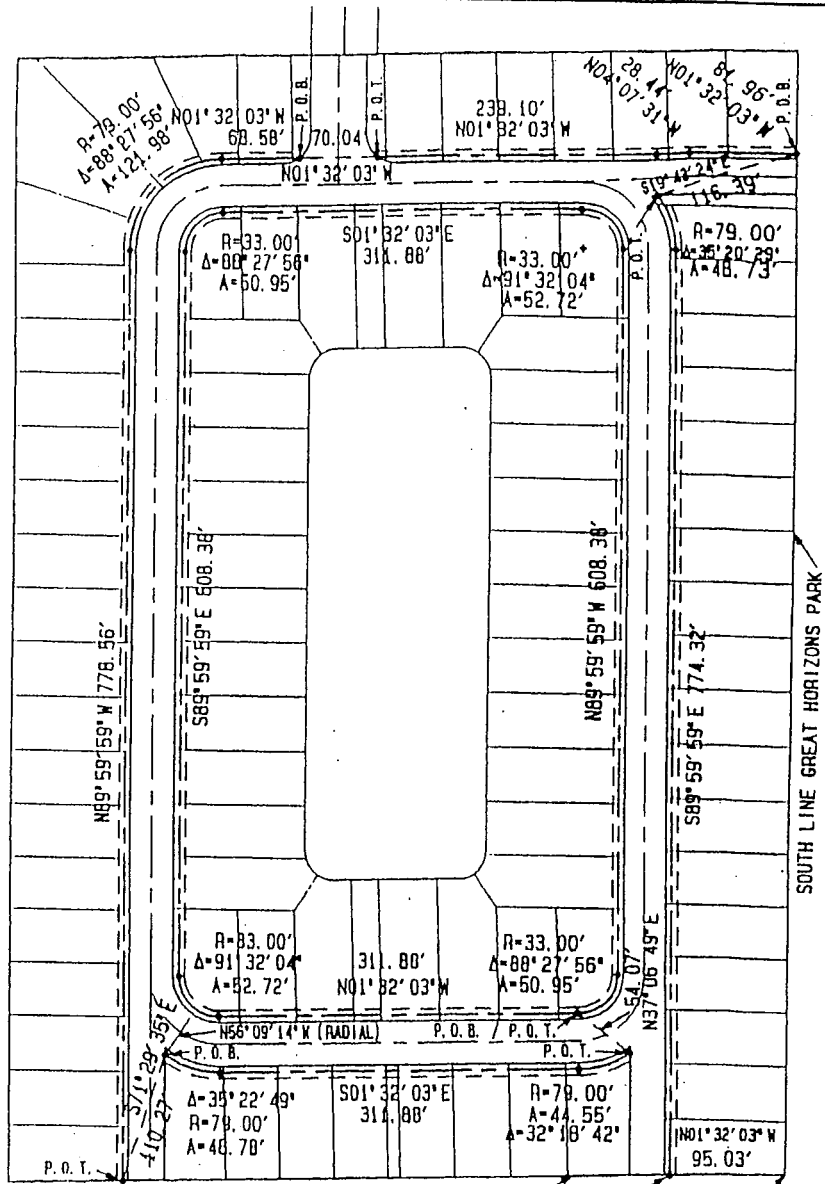
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(954)782-0222
CERTIFICATE NO: LB3110

CORAL HARBOR
UTILITY EASEMENT

PROJECT NO. 94-0145

CAD LIBRARY: 145UE

SHEET 1 OF 2



LEGEND

R RADIUS
 Δ DELTA ANGLE
 A ARC LENGTH
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 P.B. PLAT BOOK
 P.S. PAGE
 BCL BROWARD COUNTY RECORDS
 P.O.T. POINT OF TERMINATION

SURVEYOR'S NOTES:

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2. THIS PARCEL HAS NOT BEEN ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OR OTHER RECORDED OR UNRECORDED INSTRUMENTS.
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SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 8007-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY: *[Signature]*
 RICHARD H. SMITH
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 5239

SKETCH/DESC	RHS	11-	96	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD	

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST HC NAB ROAD
 POMPANO BEACH, FLORIDA, 33069
 (954) 782-8222
 CERTIFICATE NO: LB3110

CORAL HARBOR
UTILITY EASEMENT
 PROJECT NO. 94-0145

CAO LIBRARY: 145UE

SHEET 2 OF 2

**CORAL HARBOR
TRACT "A"
Easement Description**

Being a portion of the GREAT HORIZONS PARK, Plat Book 98,
Page 45, City of Margate, Broward County, Florida
Sheet 1 of 3

Legal Description:

A Portion of the Plat of GREAT HORIZONS PARK, as recorded in Plat Book 98, Page 45 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of said Plat;

THENCE North 01°32'03" West, along the West line of said plat, 100.04 feet to the POINT OF BEGINNING;

THENCE continue North 01°32'03" West, along the West line of said plat, 30.01 feet;

THENCE South 89°59'59" East, a distance of 107.38 feet to a point on the arc of a non-tangent curve concave to the Northeast (said point bears South 53°31'00" West from the radius point of the next described curve);

THENCE Northwesterly, along the arc of said curve having a radius of 74.00 feet, a delta of 34°56'57", and an arc distance of 45.14 feet to a Point of Tangency, (said point also being known as REFERENCE POINT "A");

THENCE North 01°32'03" West, a distance of 311.88 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 74.00 feet, a delta of 38°01'05", and an arc distance of 49.10 feet;

THENCE North 89°59'59" West, 109.74 feet;

THENCE North 01°32'03" West, 30.01 feet;

THENCE South 89°59'59" East, a distance of 778.42 feet to the beginning of a Tangent curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 74.00 feet, a delta of 88°27'56", and an arc distance of 114.26 feet to a Point of Tangency;

THENCE South 01°32'03" East, a distance of 53.58 feet to the beginning of a Tangent curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve having a radius of 25.00 feet, a delta of 88°27'56", and an arc distance of 38.60 feet to a Point of Tangency;

THENCE South 89°59'59" East, 69.69 feet;

THENCE South 01°32'03" East, 50.02 feet;

THENCE North 89°59'59" West, a distance of 68.36 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Southwesterly, along the arc of said curve having a radius of 25.00 feet, a delta of 91°32'04", and an arc distance of 39.94 feet to a Point of Tangency;

THENCE South 01°32'03" East, 224.21 feet;

THENCE South 04°07'31" East, 28.44 feet;

THENCE South 01°32'03" East, 81.71 feet;

THENCE North 89°59'59" West, 30.01 feet;

THENCE North 01°32'03" West, 80.23 feet;

(Continued on Sheet 2 of 3)

CRAIG A. SMITH & ASSOCIATES
Consulting Engineers - Planners - Surveyors
1000 West McNAB Road - Pompano Beach, Florida 33069
(954) 782-8222 FAX: (954) 786-8927 Cert. No. LB 0003110

THENCE North 04°07'31" West, a distance of 35.35 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears South 37°43'03" East from the radius point of the next described curve);

THENCE Southwesterly, along the arc of said curve having a radius of 74.00 feet, a delta of 37°43'04", and an arc distance of 48.71 feet to a Point of Tangency;

THENCE North 89°59'59" West, 774.46 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS;

COMMENCING at aforementioned REFERENCE POINT "A";

THENCE North 88°27'57" East, a distance of 36.00 feet to the POINT OF BEGINNING;

THENCE North 01°32'03" West, a distance of 311.88 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 38.00 feet, a delta of 91°32'04", and an arc distance of 60.71 feet to a Point of Tangency;

THENCE South 89°59'59" East, a distance of 608.38 feet to the beginning of a Tangent curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 38.00 feet, a delta of 88°27'56", and an arc distance of 58.67 feet to a Point of Tangency;

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THENCE Northwesterly, along the arc of said curve having a radius of 38.00 feet, a delta of 88°27'56", and an arc distance of 58.67 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of MARGATE, BROWARD COUNTY, FLORIDA, and containing 95,506 square feet (2.19 acres), more or less.

MAP LEGEND

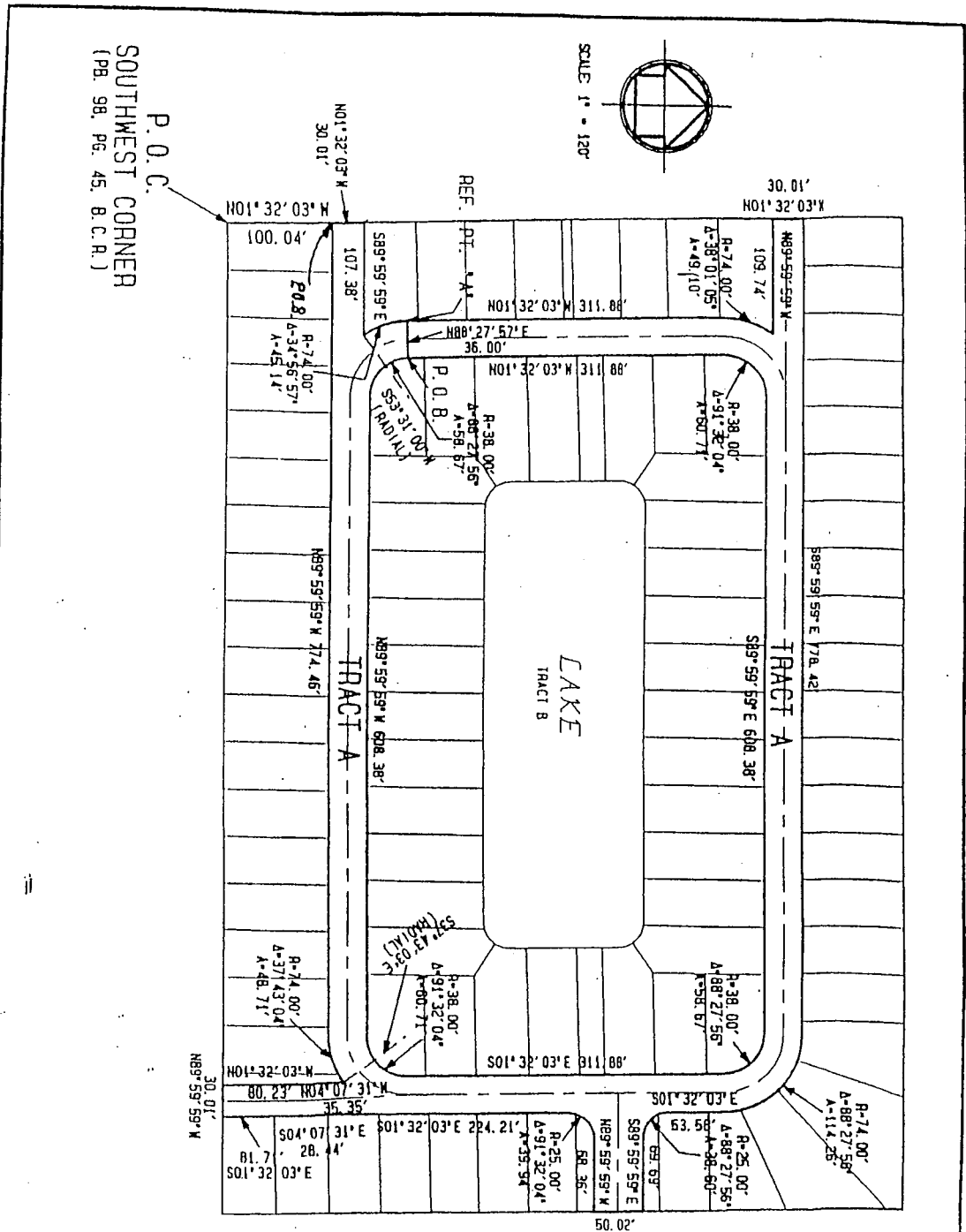
R	RADIUS
Δ	DELTA ANGLE
A	ARC LENGTH
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
P.G.	PAGE
BCR.	BROWARD COUNTY RECORDS
P.O.T.	POINT OF TERMINATION

SURVEYORS NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS PARCEL HAS NOT BEEN ABSTRACTED FOR RIGHTS-OF-WAY EASEMENTS, OR OTHER RECORDED OR UNRECORDED INSTRUMENTS.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH BOUNDARY OF THE PLAT OF GREAT HORIZONS PARK, RECORDED IN PLAT BOOK 98, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID LINE BEARS NORTH 89°59'59" WEST.

CRAIG A. SMITH & ASSOCIATES

Consulting Engineers - Planners- Surveyors
1000 West McNAB Road - Pompano Beach, Florida 33069
(954) 782-8222 FAX: (954) 786-8927 Cert. No. LB 0003110



SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MEASURERS IN CHAPTER 1112.0, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 172.021, FLORIDA STATUTES.

FOR THE FIRM, BY: *[Signature]*
 JOSEPH C. O'CONNOR
 PROFESSIONAL SURVEYOR - 2
 FLORIDA REGISTRATION NO. 4862

SKETCH/DESC	JPH	11-	-96	N/A	JOC
REVISION	DWN	DATE	FB/PG	CKD	

CRAIG A. SMITH & ASSOCIATES
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 (954)782-8222
 CERTIFICATE NO: LB3110



CORAL HARBOR
TRACT "A"

PROJECT NO. 95-0145

DESCRIPTION
CORAL HARBOR
LAKE MAINTENANCE EASEMENT

A 20 foot strip of land lying in the plat of GREAT HORIZONS PARK, as rec'd in Plat Book 98, Page 45 of the Public Records of Broward County, Florida, feet on either side of the following described centerline:

COMMENCING at the Southwest corner of said Plat;

THENCE South 89°59'59" East, along the South line of said Plat, 232.74 feet to the POINT OF BEGINNING of said centerline;

THENCE North 00°00'01" East, 274.06 feet to the POINT OF BEGINNING of a Tangent curve concave to the Southeast;

THENCE North 01°32'03" West, a distance of 109.80 feet to the beginning of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 35.00 feet, a delta of 91°32'04", and an arc distance of 55.92 feet to a Point of Tangency;

THENCE South 89°59'59" East, a distance of 394.30 feet to the beginning of a Tangent curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 35.00 feet, a delta of 88°27'56", and an arc distance of 54.04 feet to a Point of Tangency;

THENCE South 01°32'03" East, a distance of 109.80 feet to the beginning of a Tangent curve concave to the Northwest;

THENCE Southwesterly, along the arc of said curve having a radius of 35.00 feet, a delta of 91°32'04", and an arc distance of 55.92 feet to a Point of Tangency;

THENCE North 89°59'59" West, a distance of 394.30 feet to the beginning of a Tangent curve concave to the Northeast;

THENCE Northwesterly, along the arc of said curve having a radius of 35.00 feet, a delta of 88°27'56", and an arc distance of 54.04 feet to the POINT OF TERMINATION of said centerline.

Lying in the City of Margate, Broward County, Florida.

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CORAL HARBOR
LAKE MAINTENANCE EASEMENT
PROJECT NO. 94-0145

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