

## NOTICE

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EXHIBITS

EXHIBIT "A" - Legal Description

EXHIBIT "B" - Articles of Incorporation of Association

EXHIBIT "C" - By-Laws of Association

DN 20170710

PREPARED BY:  
Kerry D. Safier, Esq.  
123 N.W. 13th Street  
Suite 300  
Boca Raton, Florida 33432

**DECLARATION OF COVENANTS  
FOR  
CORAL CREEK PLAT NO. 3**

THIS DECLARATION, made by ENGLE HOMES/BROWARD, INC., a Florida corporation, whose address is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432, hereinafter referred to as "Developer";

**WITNESSETH:**

WHEREAS, Developer is the owner of certain property in Broward County, Florida, more particularly described in Exhibit "A" affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future Parcel Owner and shall apply to and bind every present and future Parcel Owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

**Section 3.** "Community" shall mean and refer to that certain real property described in Exhibit "A" affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Parcel" shall have the meaning as set forth in Florida Statutes Section 617.301 (9) and shall be further defined to provide that, no resubdivision of a Parcel shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Parcel shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Parcel. The legal description for each Parcel in the Community shall reference the "Plat" as hereinafter defined and recorded in the Public Records of Broward, County, Florida, together with all structures and improvements thereon. Once a Parcel is so created, no further resubdivision shall be permitted. The term "Unit" shall be synonymous with and have the meaning of "Parcel" as defined herein to the extent the term "Unit" may have been used in the previously filed Articles of Incorporation for the Association.

**Section 5.** "Developer" shall mean and refer to Engle Homes/Broward, Inc., a Florida corporation, its specific successors and assigns as set forth in Article IX hereof and as defined in F.S. 617.301 (5). The term "Developer" shall be synonymous with and have the meaning of "Developer" as defined herein to the extent the term "Developer" is used in the previously filed Articles of Incorporation for the Association.

**Section 6.** "Articles and By-Laws". The filed Articles of Incorporation for the Association are attached hereto as Exhibit "B", and the By-Laws to be adopted for the Association are substantially in the form attached hereto as Exhibit "C".

**Section 7. "Public Records"** shall mean the public records of Broward County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

**Section 8. "Institutional Mortgagee"** shall mean a state or federal bank, savings and loan association or service company, a mortgage corporation or mortgage banker, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, F.N.M.A., HUD/VA or any other lender generally recognized as an institutional-type lender, or Developer and any related entity or person to Developer, holding a mortgage on a Parcel.

**Section 9. "Plat"** shall mean the Plat of "CORAL CREEK REPLAT NO. 3" as recorded in Plat Book 160, Page 25, of the Public Records of Broward County, Florida.

**Section 10. "Member"** shall mean a member of the Association.

**Section 11. "Governing Documents"** shall have the meaning as set forth in F.S. 617.301 (6).

**Section 12. "Common Area"** shall mean all real property (and interests therein and improvements thereon) owned or leased by or dedicated to the City of Coral Springs and the Pine Tree Water Control District for the common use and enjoyment of the Members, including, but not limited to, the Tracts as depicted upon and dedicated to the City of Coral Springs and the Pine Tree Water Control District pursuant to the Plat and as may be further hereinafter defined specifically, but not limited to, Article III hereof. Common Area shall also include those areas deeded to the Association pursuant to the sale of the subject property to the Developer or later conveyed to Developer and/or the Association including, but not limited to, the roads within the Community, DMA-1, and Tracts C, D, E, and F.

**Section 13. "Voting Interest(s)"** shall have the meaning as set forth in F.S. 617.301 (11).

**Section 14. "Master Association"** shall mean and refer to CORAL CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, which was created for the purpose of administering the operation and management of all the common areas within Coral Creek, located in, Broward County, Florida, and to undertake such acts and duties as more specifically set forth in the Master Declaration.

## ARTICLE II

### ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

**Section 1. Annexation by Developer.** Until such time as Class B membership to the Association has ceased pursuant to the provisions of Article IV hereof, additional residential property and/or Common Area may be annexed to the Community with the consent and approval of Developer. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Parcels shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration and shall be executed by Developer and recorded in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subject said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Community. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or amend the covenants established by this Declaration as to the subject Community.

**Section 2. Annexation by Members.** At such time as Class B membership has ceased pursuant to the provisions of Article IV hereof, additional lands may be annexed by consent of Members entitled to vote at least two-thirds (2/3rds) of the Voting Interests of the Association, and the procurement of applicable governmental approvals.

**Section 3. Withdrawal.** For a period of five (5) years from the date of recordation of this Declaration, the Developer shall be entitled to withdraw any portion of the Community which is described in Exhibit "A" affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of the Governing Documents by recording

a notice thereof in the Public Records; provided, however, that this right of Developer to withdraw shall not apply to any portions of the Community which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such conveyance or unless the transferee of such conveyance agrees to such withdrawal. The withdrawal of any portion of the Community as hereinafter stated shall not require the consent or joinder of any other party, including any Member, Parcel Owner, the Association, or any Mortgagee of the Community provided applicable governmental approvals are obtained. Further, said withdrawal shall not be construed to prevent the Developer from developing other forms of residential parcels on the same property, at a later time.

**Section 4. Vacating of Recorded Plat.** Developer hereby covenants that it will not vacate any portion of the recorded Plat for the Community, as recorded in the Public Records, which provide for open space, unless it vacates the entire Plat of record.

**Section 5. Dissolution.** In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Community, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Community.

### ARTICLE III

#### AREAS

**Section 1. Common Area.** Initially, the Common Area associated with this Association is as defined hereinabove and as set forth on the Plat, together with such other areas, either at the execution hereof or later added pursuant hereto and specifically including the roads within the Community, DMA-1 and Tracts C, D, E, and F.

**Section 2. Property Rights.** Except with respect to any portion of the Common Area subjected to an exclusive use easement and/or right of use as referenced herein, each Parcel Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and pass with the title of each Parcel, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof, and the right of the Association to grant permits, licenses and easements thereover for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Community. Further, such Common Area easement rights shall be subject to the following provisions:

(a) The right of the Association to suspend the right to use all or a portion of the Common Area by a Member and/or Member's tenants, guests and invitees for any period during which any assessment against Member's Parcel remains unpaid, and to fine and/or suspend such Member's right to use all or a portion of the Common Area for a reasonable period of time for any infraction of its published rules and regulations, provided, however, that a Member may not be denied access, ingress or egress to such Member's Parcel and such fine and/or suspension is imposed in accordance with F.S. 617.305 (2) and the Bylaws. In the event of such suspension, a Member shall not be entitled to any abatement or reduction in assessments due the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer (except as permitted in subsection (d) of this Section 3.) shall be effective without consent of Members entitled to vote at least two-thirds (2/3) of the voting interests of the Association.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Community.



**Section 3. Delegation of Use.** Any Member may delegate by written instrument to the Association such Member's right of enjoyment to the Common Area to specified persons in Member's family, Member's tenants or contract purchasers who reside in the Parcel and in the Community.

**Section 4. Ingress and Egress.** Any conveyance or encumbrance upon that portion of the Common Area providing ingress and egress to and from each Parcel is subject to every Member's right and easement of ingress and egress of such area.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** Every Parcel Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Parcel.

**Section 2. Voting.** The Association shall have two classes of voting membership:

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

**Class B.** The Class B members shall be the Developer and shall be entitled to one hundred and seven (107) votes. The Class B membership shall cease on the happening of one of the following earlier:

(a) three (3) months after 90% of the Parcels that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority, prior to the first unit sold, have been conveyed to Parcel Owners (such number of parcels to be determined in accordance with the preceding criteria, shall be determined by the Developer;

(b) such other percentage of the Parcels have been conveyed to Parcel Owners, or such other date or event has occurred, as set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Parcels;

(c) Such earlier date as Developer may determine.

#### ARTICLE V

##### COVENANT FOR ASSESSMENTS

Note: With respect to the lien rights and liabilities hereinafter provided, such rights and liabilities shall encompass not only a particular Parcel, but shall also encompass any additional real property rights which may have been granted to a Parcel Owner in accordance with Section 2 of Article III of this Declaration of Covenants.

**Section 1. Payment of Assessments.** The Developer hereby covenants, creates and establishes, and each Parcel Owner of a Parcel, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.

(b) Any special assessments for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Parcel Owners of each Parcel.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions

hereof, including reasonable attorney fees and costs reasonable.

(d) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Parcel Owners of each Parcel.

(f) The assessments under (a), (b) and (c) above shall be in equal amounts to all Parcel Owners, subject to the provisions of Section 3. of this Article V. Such equal amount shall be determined by dividing the assessment by a fraction, the numerator of which is one (1) and the denominator of which is the number of Parcels in the Community submitted to this Declaration at the time the assessment was enacted.

**Section 2. Creation of the Lien and Liability of Parcel Owner.** The Developer, for each Parcel owned within the Community hereby covenants, and each Parcel Owner of any Parcel by acceptance of a deed or instrument of conveyance for the acquisition of title to a Parcel, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Parcel, name of the Parcel Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Parcel Owner of such property at the time when the assessment fell due, as well as his heirs, legal representatives, successors and assigns.

**Section 3. Commencement of First Assessment.** Assessments provided herein shall first commence as to each Parcel on the day of the conveyance of title of each Parcel to a purchaser thereof (unless otherwise specifically set forth by Developer in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

**Section 4. Establishment of Assessments.** The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) The Board of Directors shall prepare an annual operating budget, reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, Developer or another person. The Board of Directors shall provide written notice of the amount and date of commencement thereof to each Owner not less than thirty (30) days in advance of the initial due date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly unless otherwise specifically set forth. Assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

(b) Annual assessments against the Parcel Owners of all of the Parcels shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Parcel Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed.

(c) Special Assessments against the Parcel Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(d) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Parcel Owners of Parcels for any special or personal

use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation.

(e) The Association shall prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Parcel Owner. The Association shall, upon request, furnish any Parcel Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(f) Developer may establish a Working Capital Fund for the Association, which shall be collected from each Parcel purchaser at the time of conveyance of each Parcel to such purchaser in an amount equal to two months of the annual assessment for each Parcel. Each Parcel's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Parcel. 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 additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund at closing are not to be considered advance payment of any assessments under this Article V, and are not refundable or transferable. In the event that during the startup of the Association, the Association does not have adequate working capital to meet its expenses, the Developer may, but is not obligated, to advance funds on behalf of the Association, and if such advances are made by the Developer then they shall be reimbursed to the Developer by the Association from such Working Capital Fund.

**Section 5. Effect of Nonpayment of Assessments; Remedies of the Association.** If any assessment is not paid within thirty (30) days after the due date a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Parcel Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Parcel.

**Section 6. Subordination of the Lien to Mortgages.** As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Parcel or to a mortgage by an Institutional Mortgagee on any Parcel, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Parcel being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Parcel or chargeable to the former Parcel Owner of the Parcel which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Parcels (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Parcel from liability for, nor the Parcel from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

**Section 7. Assessments During Class B Membership.** Notwithstanding anything to the contrary contained in this Article V, until such time as the Developer's Class B Membership in the Association terminates in accordance with the provisions of Article IV hereof, and at Developer's option, for the period of time of Developer's Class B membership, unless terminated earlier at Developer's sole discretion, Developer may be excused from payment of its share of assessments related to its Parcels, and in such event, Developer shall be responsible to pay any operating expenses incurred that exceed the assessments receivable from other Parcel Owners and other income of the Association.

## ARTICLE VI

### MAINTENANCE OBLIGATION OF ASSOCIATION

**Section 1. Common Area.** The Association shall at all times maintain, repair and replace at its expense all Common Areas, as set forth herein, except those otherwise dedicated on the Plat, including all landscaping, sprinkler systems and other improvements placed thereon, in good condition and repair.

**Section 2. Right of Entry by Association.** Whenever it is necessary to enter a Parcel for the purpose of inspection, including inspection to ascertain a Parcel Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the Parcel, the Parcel Owner thereof shall permit an authorized agent of the Association to enter such Parcel, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Parcel Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

**Section 3. Others.** The Association may, as determined from time to time by the Board of Directors, maintain vegetation, landscaping and/or sprinkler system upon areas which are not within the Community but are near the same and are owned by a utility or governmental authority, so as to enhance the appearance of the Community, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways.

**Section 4. Miscellaneous.** The Association shall be responsible for the general maintenance of the recreation area, any and all required maintenance of the lakes within the Community, as well as perimeter walls, fences and landscape areas, and all mitigation areas therein, and any common area property subsequently dedicated or transferred to the Association, the general maintenance and operation of the guard house, and payment for the operation and monthly electricity charges for all street lights, if any, and maintenance responsibilities otherwise referenced herein.

## ARTICLE VII

### MAINTENANCE OBLIGATION OF PARCEL OWNERS

**Section 1. Parcel Owner Responsibility.** Each Parcel Owner shall be responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and other improvements of the Parcel except for the maintenance duties of the Association as hereinabove provided. Accordingly, each Parcel Owner shall maintain at Parcel Owner's expense the exterior and interior of the dwelling, including but not limited to, all doors (except the exterior surface thereof), windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Any Parcel Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Director and Architectural Committee, including the painting and cleaning of the exterior surfaces of the walls (except for windows and screens), roof or fence located on a Parcel and is prohibited, without such consent, from planting any additional landscaping.

**Section 2. Parcel Owner Liability.** Should any Parcel Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VII; or,
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,
- (c) Undertake unauthorized improvements or modifications to Parcel Owner's dwelling or to any other portion of Parcel Owner's Parcel or to the Common Area, as set forth herein.

The Association, after approval of a majority vote of the Board of Directors and upon ten days' prior written notice to the Parcel Owner, shall have the right, through its agents and employees, to enter upon said Parcel and remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Parcel is subject.

**ARTICLE VIII**

**EASEMENT FOR ENCROACHMENTS**

In the event that any dwelling or other improvement upon a Parcel, as originally constructed by Developer, shall encroach upon any other Parcel or Common Area, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

**ARTICLE IX**

**RIGHTS OF DEVELOPER**

**Section 1. Sales Office.** For so long as the Developer owns any property affected by this Declaration the Developer shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Developer, including but not limited to, the right to maintain model dwellings, have signs and flags on any portion of the Properties, employees in the offices, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Developer.

**Section 2. Developer Exempt.** The Developer, Parcels owned by Developer and improvements made by Developer shall be exempt from the prohibition as to adding or altering the landscaping on any Parcels and from owing any assessments set forth in Article V as long as Developer owns one (1) or more Parcels in the Development.

**Section 3. Common Areas.** For so long as Developer owns any property affected by this Declaration the Developer shall have the right to create and transfer, out of properties as defined herein and as set forth on Exhibit A affixed hereto, any common areas which it deems in its discretion to be necessary, required or otherwise a benefit to the development as such and in furtherance of the purposes, restrictions and covenants of this Declaration.

**Section 4. Access for Construction and Sales Purposes.** The Developer shall have a right to access and easement on, over, under and through all of the property described herein, or later added or annexed hereto, for construction and sales purposes, for so long as Developer owns any property included within the property described herein, or later added or annexed.

**Section 5. Right to Alter.** Developer reserves the right to alter the boundaries of all Parcels so long as Developer owns the Parcels so altered. Said alteration may be accomplished by Developer as permitted by applicable governmental authorities.

**Section 6. Indemnification.** The Association covenants and agrees that it will indemnify, defend and hold harmless Developer, and any related partners, corporations, or other entities, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Committed or Uncommitted Property or other property serving the Association, or resulting or arising out of the operation of the Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Association, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be an Association Expense to the extent such matters are not covered by the Association's insurance. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**ARTICLE X**

**ASSIGNMENT OF POWERS**

All or any part of the rights and powers and reservations of the Developer herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

## ARTICLE XI

### GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon approval of Owners who are entitled to vote a majority of all votes of the Association and the execution and recordation of an instrument containing a certification by the President and Secretary of the Association that the amendment is duly adopted, PROVIDED that for the period of time Developer owns one (1) or more Parcels, the Developer's written consent must first be obtained; and FURTHER PROVIDED, that for so long as Class B membership in the Association exists, the Declaration may be amended by the execution and recordation of an instrument executed solely by a majority of the Board of Directors. Notwithstanding any of the above, for such time that Developer owns one or more Parcels, Developer's written consent must first be obtained to any amendment. The Developer shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. It is further provided that in order to be effective any amendment to this Declaration must be recorded in the Public Records of Broward County, Florida.

Notwithstanding anything contained herein to the contrary, the prior written approval of the South Florida Water Management District is required for any amendments to this Declaration that could affect the surface water management system.

**Section 4. Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

**Section 5. Leasing of Parcels.** In the event a Parcel Owner leases said Parcel Owner's Parcel, such lease shall contain a covenant that the Lessee acknowledges that the Parcel is subject to this Declaration of Covenants and is familiar with the provisions hereof, including the occupancy restrictions set forth in Article XVI, Section 12, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Parcel does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Parcel Owner. All costs and expenses of the foregoing shall be the cost and expense of such Parcel Owner. The Parcel Owner shall be liable and fully responsible for all acts of Parcel Owner's Lessee and responsible for the compliance of the Lessee of all provisions of this Declaration. Further, in no event shall a Parcel be leased more than one (1) time in one (1) calendar year and in no event shall any such lease have a term of less than six (6) months.

**Section 6. Permits, Licenses and Easements.** The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Community, as so determined by the Board of Directors of the Association.

**Section 7. Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

## ARTICLE XII

### INFORMATION TO LENDERS AND PARCEL OWNERS

**Section 1. Records Available.** The Association shall make available to Parcel Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Parcel, current copies of this Declaration of Covenants, the Articles of Incorporation or By-Laws of the Association, other rules concerning the Community and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

**Section 2. Financial Statement.** Any holder of a first mortgage upon a Parcel shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

**Section 3. Notices.** Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Parcel (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Parcel number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects either a material portion of the Community, or the Parcel securing its mortgage;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Parcel subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**Section 4. Conflicts.** As determined by Developer, there may be incorporated as part of this Declaration, and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Parcel eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA.

Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or By-Laws, then such amendment may be made and filed by the Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Parcel Owner.

Further, in the event of any inconsistency between this Declaration and the Declaration of Covenants and Restrictions for Coral Creek Master Association, the provisions of the latter mentioned document shall supersede, govern and control.

## ARTICLE XIII

### INSURANCE

**Section 1. Parcels.** Since this Association is created solely for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Parcel. Such insurance shall be obtained by each Owner. The Association has no obligation whatsoever regarding Parcel insurance.

**Section 2. Common Areas.** The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard

Endorsement".

**Section 3. Liability Insurance.** The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

**Section 4. Fidelity Bonds.** The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Parcels, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee.
- (b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;
- (c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense;
- (d) The bond shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

**Section 5. Directors and Officers Errors and Omissions Insurance.** The Association shall maintain errors and omissions insurance for all of its past and present directors and officers, including but not limited to any officer or director appointed or elected by the Developer, which insurance shall provide coverage for any acts taken or omissions made, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or Director of the Association.

**Section 6. Purchase of Insurance.** All insurance purchased pursuant to this Article XIII shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

**Section 7. Cost and Payment of Premiums.** The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

**Section 8. Association as Agent.** The Association is irrevocably appointed agent for each Owner, for each Owner of a Mortgage upon a Parcel and for each Owner of any other interest in a Parcel or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

**Section 9. Estimates.** In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may require by any Institutional Mortgagee involved.

**Section 10. Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of



reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be uniform against all Owners.

**Section 11. Authority of Association.** In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

#### ARTICLE XIV

##### ARCHITECTURAL APPROVAL

**Section 1. Approval Necessary.** No building, outbuilding, garage, fence, wall, retaining wall, "umbrella type" dish antennas, prefabricated shed or other structure of any kind shall be erected, constructed, placed or maintained in the Community, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Developer, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete sets for plans and specifications therefore including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on a Parcel with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a Parcel or any other maintenance or repair which changes the exterior appearance of a Parcel or other improvements on a Parcel.

**Section 2. Membership to Committee.** The Architectural Committee shall, until their successors are appointed, consist of persons appointed by the Developer. Until such time as Developer's Class B membership expires, in the event of the resignation, failure, refusal or liability of any member of the Architectural Committee to act, Developer shall have the right to appoint a person to fill such vacancy, and in the event Developer fails to fill such vacancy within thirty (30) days of such occurrence, and upon the expiration of said Class B membership, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

**Section 3. Endorsement of Plans.** Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

**Section 4. Construction to be in Conformance with Plans.** After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained in the Community unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

**Section 5. Deemed Approval.** After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Article XIV unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

**Section 6. Right of Entry.** Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction Architectural Committee and any building or structure reasonably believed by such agent or member to be a violation of the covenants, restrictions, reservations, servitudes or easements of the Declaration.

**Section 7. Waiver of Liability.** Neither the Architectural Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Architectural Committee duties hereunder. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the Association and the Properties. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural

safety or conformance with building or other codes. The Architectural Committee and the Developer do not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the Architectural Committee and/or the Developer. Furthermore, the Architectural Committee and/or the Developer do not evaluate plans to determine whether the plans satisfy all applicable governmental requirements.

**Section 8. Developer Exempt.** The Developer, Units owned by Developer and improvements made by Developer shall be exempt from the application of this Article XVI and Developer therefore is not obligated to comply with the provisions hereof.

## ARTICLE XV

### LAKEFRONT PROPERTY

**Lakefront Property.** As to all portions of the Community which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

- (a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of any lake within the Community.
- (b) No motorized boats shall be permitted on or in any lake within the Community.
- (c) No motorized boat, boat trailer or vehicular parking shall be permitted on any lake slopes or shore areas within the Community.
- (d) No motorized boat shall be operated on any lake or waterbody except by the Association or its designee for maintenance purposes.
- (e) No plantings of any kind shall be made by any Parcel Owner in any Lake Maintenance Easement as shown on the Plat.
- (f) No Parcel Owner shall be permitted to install a fence across any Lake Maintenance Easement until such Parcel Owner has received written approval from the all applicable governmental agencies, including, but not limited to the Pine Tree Water Control District, as well as from the Architectural Review Board hereunder. All permitted fences on Parcels abutting any Lake Maintenance Easement must be aluminum picket.
- (g) In order to provide for uniform water and waterbody vegetation control, no Owner shall undertake the performance of same without the Association's approval.

## ARTICLE XVI

### PROHIBITED USES

**Section 1. Garbage and Trash.** Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

**Section 2. Temporary Structures.** No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed on a Parcel.

**Section 3. Animals.** No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Parcel; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not in the Owner's Parcel and shall be walked only on areas that may be designated for pets by the Board of Directors.

**Section 4. Stables.** No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Parcel.

**Section 5. Vehicle Parking.** No boats, trailers of any kind or campers (motorized or towed) shall be parked on the Community. No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks or vans which are larger than one-half (½) ton capacity shall be parked in the Community. Personal street vans, personal trucks of one-half (½) ton capacity or smaller or personal vehicles which can be appropriately parked within standard-sized parking stalls may be parked in the Community. No vehicles of any nature shall be parked on any

portion of the Community or a Parcel except on the surfaced, parking area thereof. No vehicle repairs or maintenance shall be allowed in the Community. See the Master Declaration for further restrictions regarding vehicles.

**Section 6. Signs.** No signs, except as approved by the Association and the Architectural Committee shall be placed, erected or displayed on any Parcel, provided, however, a "For Sale" or "For Rent" sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.

**Section 7. Business.** No trade, business or any commercial use shall be conducted in or from any Parcel.

**Section 8. Maintenance.** All Parcels shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Parcels shall be maintained in first class condition with well kept lawn and well maintained landscaping.

**Section 9. Nuisance.** No nuisance or any use or practice that is a source of annoyance to other Parcel Owners, or interferes with the peaceful possession and proper use of the Parcels by the residents of the Community shall be allowed upon any Parcel.

**Section 10. Unlawful Use.** No improper, offensive or unlawful use shall be made of any Parcel and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

**Section 11. Antennas.** No television, satellite dishes or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained on the exterior of the home or Parcel, except as may be permitted by State or Federal law that would supercede this private restriction.

**Section 12. Occupants.** Each Parcel is restricted to residential use as a single family residence by the Owner or Owners thereof, their lessees, immediate families, guests and invitees.

**Section 13. Use.** No person shall use the Parcel or any parts thereof in any manner contrary to this Declaration.

**Section 14. Interference.** Neither the Association, Architectural Committee nor any Parcel Owner, including their guests, employees and guests, shall interfere with the Developer's completion and sale of the Parcels.

**Section 15. Clothes Line.** No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a unit or Parcel.

**Section 16. Fences.** No fence, or other improvement, shall be erected upon a Parcel which is deemed by the Association to interfere with a common sprinkler system (if any) in the Community, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association. No Owner shall be permitted to install a fence across the Lake Maintenance Easement until such Owner has received written approval from the all applicable governmental agencies as well as from the Master Association hereunder. All permitted fences on lots/Parcels abutting the Lake Maintenance Easement must be aluminum picket.

**Section 17. Wells.** No individual water supply system shall be permitted on any Parcel, except the installation required for the individual water supply for the irrigation purposes of the landscaping upon a Parcel; provided, however, that the following must be complied with by such Parcel Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Parcel, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing, or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty (30) days of notice by the Association.

**Section 18. Lake Irrigation.** No individual water supply system for the purposes of irrigation shall be allowed to withdraw water from any of the lakes abutting any Parcel.

**Section 19. Not Applicable to Developer.** The above restrictions set forth in this Article XVI shall not apply to Developer or its agents, employees, successors or assigns during the period of construction of the Community and sales of the Parcels.

## ARTICLE XVII

### CONTROLLED ACCESS

The Association shall have the right and power to control the access to the Community, as determined by its Board of Directors, including but not limited to a mechanical gate or other device. All expenses of such shall be assessed in accordance with the provisions of Article V hereof. The Association shall have no liability if such is not provided or if any service which is provided fails to work properly or to accomplish any desired result. Further, neither the Developer nor the Association shall be responsible or liable to any Parcel Owner for any injury, damage or other claim resulting from the use, activity, inability or failure of such device or system.

## ARTICLE XVIII

### CABLE TELEVISION AND ALARM SYSTEM MONITORING SERVICE

Section 1. Cable Television. The Board of Directors of the Association is authorized to negotiate and enter into a bulk contract for the provision of cable television services for the Community, under such terms and conditions as the majority of the Board of Directors deems appropriate in its discretion. The costs of basic cable television service to be provided under such bulk contract shall be added to the Operating Budget of the Association and shall be a portion of the annual assessment payable by the Parcel Owners.

## ARTICLE XIX

### NOTICE AND DISCLAIMER AS TO COMMUNITY SYSTEMS

Developer, the Master Association, any Homeowner Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provisions of security services through any Community Systems. DEVELOPER, THE MASTER ASSOCIATION, ALL ASSOCIATIONS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICES BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE MASTER ASSOCIATION, THE APPLICABLE SUB-ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages if any which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that Developer, the Master Association, all Homeowner Associations or any successor, assign or franchisee thereof and any operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security services through the Community Systems further agrees for himself, his grantees, loss damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Master Association, all Homeowner Associations, any franchisee of the foregoing and the operator or their successors or assigns, or loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Master Association, any Homeowner Association or any franchisee, successor or assign of any of same or any operator. Further, in no event will Developer, the Master Association, any Homeowner Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in Community

System services, regardless of whether or not same is cause by reasons within the control of the then provider(s) of such services.

#### ARTICLE XX

##### COVENANTS RUNNING WITH THE LAND

ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 13.1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY IN THE COMMUNITY. WITHOUT LIMITING THE GENERALITY OF SECTION 13.4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

#### ARTICLE XX

##### NOTICES AND DISCLAIMERS AS TO WATER BODIES

NEITHER DEVELOPER, THE MASTER ASSOCIATION, ANY HOMEOWNER ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN CORAL CREEK EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT SUCH SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF CORAL CREEK LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN CORAL CREEK AND MAY POSE A THREAT TO PERSON, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

#### ARTICLE XXII

##### CORAL CREEK HOMEOWNERS ASSOCIATION, INC.

The Coral Creek Community is subject to the Coral Creek Homeowners Association Master Declaration. The Master Association was created in order to provide for the maintenance, preservation and architectural control of all property within the Coral Creek Community and to assure compliance with same with the power to levy assessments and to defray expenses incurred in the furtherance of the stated purpose. Every member of the Association is subject to assessment by the Master Association and is required to be a member of the Master Association. Voting rights in the Master Association shall be in accordance with the Coral Creek Homeowners Association Master Declaration, as amended. The terms and conditions of the Coral Creek Homeowners Association Master Declaration are by this reference incorporated herein and made a part hereof. In the event of any conflict between this Declaration and the Coral Creek Homeowners Association Master Declaration, the latter shall prevail. By taking title to a Fee Simple Parcel, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of the Coral Creek Homeowners Association Master Declaration recorded in Official Records Book 19724, Page 24, of the Public Records of Broward County, Florida. Among other things, that document provides that an Owner shall become a member of the Coral Creek Homeowners Association and shall acquire certain property rights to Common Areas within Coral Creek, as more particularly described in that document, and shall become subject to

the Assessments of the Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Master Association.

The Parcels are also subject to the Declarations attached to Deeds recorded in O.R. Book 25612, Page 20 and in O.R. Book 27259, Page 112, both of the Public Records of Broward County, Florida.

It is the Developer's understanding herein, that the Master Association shall be responsible for the maintenance of wetland preservation or mitigation areas and upland buffers which may be designated as protected areas relating to the entire Coral Creek Community.

WHEREFORE, the undersigned, being the Developer hereunder, has hereunto set its hand and seal this 14th day of August, 1998.

DEVELOPER:  
ENGLE HOMES/BROWARD, INC.,  
a Florida corporation



By: \_\_\_\_\_  
HARRY ENGELSTEIN  
Its: President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of August, 1998, by Harry Engelstein, as President of ENGLE HOMES/BROWARD, INC., a Florida corporation, on behalf of the corporation and he is personally known to me.



(NOTARIAL SEAL)

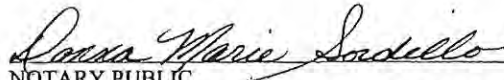
  
NOTARY PUBLIC  
Print name: DONNA MARIE SORDILLO  
Commission No. CC 654691  
My Commission Expires: JUNE 10, 2001

EXHIBIT "A" TO DECLARATION OF COVENANTS FOR  
CORAL CREEK REPLAT NO. 3

LEGAL DESCRIPTION

Lots 1 through 107, inclusive, within the Plat of "CORAL CREEK REPLAT NO. 3", recorded in Plat Book 160, Page 25, of the Public Records of Broward County, Florida

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## ARTICLES OF INCORPORATION

### OF CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC. (A Corporation Not For Profit)

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

#### ARTICLE I

The name of the corporation is CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association":

#### ARTICLE II

The mailing address of the Corporation and the street address of the Registered Office of the Association is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 and the name of the Registered Agent is David Shapiro.

#### ARTICLE III

All definitions in the [Declaration of Covenants For Coral Creek Replat No. 3] ("Declaration") to which these Articles are attached as Exhibit B and recorded in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof.

#### ARTICLE IV

##### PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members whereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units (which term may be used interchangeably with "Parcel") and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the Declaration to promote the health, safety and welfare of the members of the Association and to provide other services and facilities for the members, as determined by the Board of Directors.

#### ARTICLE V

##### POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection

**EXHIBIT "B"**



with the affairs of the Association;

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

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Developer is obtained for so long as Developer owns a Unit;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided in Article II of the Declaration;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

PROVISO: Notwithstanding the foregoing, until such time as Class B membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (d), (e) and (f) may be exercised solely by the Board of Directors.

## ARTICLE VI

### MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

## ARTICLE VII

### VOTING RIGHTS

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

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

Class B. The Class B member shall be the Developer, and shall be entitled to one hundred and seven (107) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) three (3) months after 90% of the Parcels that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority, prior to the first unit sold, have been conveyed to Parcel Owners (such number of parcels to be determined in accordance with the preceding criteria, shall be determined by the Developer; or

(b) such other percentage of the Parcels have been conveyed to members, or such other date or event has occurred, as set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Parcels.

## ARTICLE VIII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when Class B membership ceases as provided in Article VII hereof at a meeting of the members called for that purpose. Unless increased by the Board, three (3) Directors shall be elected at this first election to serve until the next annual members' meeting for a term of one (1) year each. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of one (1) year.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the Class "B" Member. The Class B Member shall have the right to remove and replace Directors until the first election of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Leigh Feldstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

## ARTICLE IX

### DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

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

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

ARTICLE XII  
INCORPORATOR

The name and address of the incorporator of this Association is Engle Homes/Broward, Inc, a Florida corporation., whose address is 123 N.W. 13th Street, Suite 300, Boca Raton, FL 33432.

ARTICLE XIII  
OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Leigh Feldstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Vice President:	Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Secretary-Treasurer:	Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

ARTICLE XIV  
BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XVI  
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other

organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

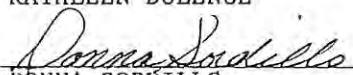
Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 1st day of July, 1998

ENGLE HOMES/BROWARD, INC.,  
a Florida Corporation

WITNESSES:

BY:   
HARRY ENGELSTEIN, President

\_\_\_\_\_  
KATHLEEN DOLENCE  
  
DONNA SORDILLO

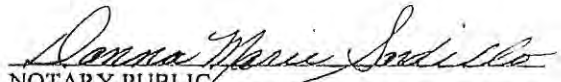
STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY ENGELSTEIN, the President of ENGLE HOMES/BROWARD, INC., the corporation in whose name the foregoing instrument was executed, and that he acknowledged executing same for said corporation, freely and voluntarily, under authority duly vested in him by said corporation and that he is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of JULY, 1998.



(NOTARIAL SEAL)

  
NOTARY PUBLIC  
Print name: DONNA MARIE SORDILLO  
Commission No. CC654691  
My Commission Expires: June 10, 2001

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

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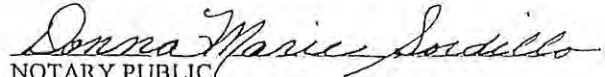
I HEREBY ACCEPT MY DESIGNATION AS  
REGISTERED AGENT.

  
\_\_\_\_\_  
DAVID SHAPIRO

Sworn to and subscribed before me this 1st day of July, 1998



(NOTARIAL SEAL)

  
\_\_\_\_\_  
NOTARY PUBLIC  
Print name: Donna Marie Sordillo  
Commission No. CC654691  
My Commission Expires: June 10, 2001

SECRET

BY-LAWS  
OF  
CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

The definitions of words as defined in the Declaration of Covenants for Coral Creek Replat No. 3 ("Declaration") to which these By-Laws are attached as Exhibit C and recorded in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors for the purpose of electing directors and transacting any other business as may be determined by the directors.

Section 2. Meetings Prior to First Election. Prior to the first election of Directors by Members as set forth in the Articles of Incorporation, no meetings of Members shall take place unless the Board of Directors, in its sole discretion, determines to call a meeting of Members by providing written notice thereof in accordance with the provisions of Section 4 below, for the purpose as set forth in such notice; and should a meeting be called, which is not in accordance with the foregoing, the proceedings of such unauthorized meeting shall have no effect, unless subsequently approved in writing by the Board of Directors.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the voting interests of the Association.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, at least thirty percent (30%) of the total voting interests of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum has been attained, the Vote of Members, present in person or by proxy, entitled to vote at least a majority of the voting interests of the Association shall be binding upon all members for all purposes, except as otherwise provided by law, the Declaration, the Articles of Incorporation of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, said meeting may be adjourned to a different date, time or place if the same is announced at that meeting before an adjournment is taken, or notice must be given of the new date, time or place pursuant to F.S. 617.303(2). Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under F.S. 617.0707, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

Section 6. Proxies. The Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expire 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 7. Recording. Any Parcel Owner may tape record or videotape meetings of the Members. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the membership.

Section 8. Minutes of Meetings. Minutes of meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Management of Association. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be Members of the Association. The first Board shall consist of three (3) members; thereafter, the number of the Directors may be increased to a maximum of nine (9), by a majority vote of the Board of Directors.



Section 2. First Board. The First Board shall consist of three (3) persons as designated by Developer, and they shall serve until their successors are appointed or elected as hereinafter set forth. Developer-designated members to the Board may, in the absolute discretion of Developer, be removed and replaced with any such person or persons as determined by Developer. Such removal and replacement shall be accomplished by written notice from Developer to the Board of Directors.

Section 3. Election by Members other than Developer. Members other than Developer are entitled to elect a majority of the members of the Board of Directors of the Association when the earlier of one of the following events occurs (for the purposes of this Section, the term "Members other than Developer" shall not include builders, Contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale):

(a) three (3) months after 90% of the Parcels that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority, prior to the first unit sold, have been conveyed to Parcel Owners (such number of parcels to be determined in accordance with the preceding criteria, shall be determined by the Developer; or

b. such other percentage of the Parcels have been conveyed to members, or such other date or event has occurred, as set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Parcels.

Section 4. Developer's Right to Elect. The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels of Coral Creek Replat No. 3. After the Developer relinquishes control of the Association, the Developer may exercise the voting interests attributable to Parcels owned by Developer in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Section 5. Term of Office. Directors shall be elected as provided in Article VIII of the Articles of Incorporation. Election of Directors shall be held at or in conjunction with the annual meeting.

Section 6. Removal. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 7. Compensation. No Director shall receive compensation for any service such Director may render to the Association. However, any Director may be reimbursed for such Director's actual expenses incurred in the performance of such Director's duties.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors by Members, other than Developer, shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the election meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all members present. At each election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. Open Meetings. Pursuant to F.S. 617.303, a meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Any Parcel Owner may tape record or videotape meetings of the Board of Directors. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board.

Section 5. Notice. Pursuant to F.S. 617.303, notices of all Board meetings must be posted in a conspicuous place in Aberdeen Parcel "O" at least 48 hours in advance of a meeting, except in an emergency; in the alternative, as so determined by the Board, notice of each Board

meeting may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

Section 6. Voting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

Section 7. Minutes. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines and suspensions for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

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

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

(e) Employ a manager, an independent Contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present statement thereof to the members at the annual meeting of the members;

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

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Parcel and send notice thereof to every Parcel Owner at least thirty (30) days in advance of each annual assessment period;

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

(e) Procure and maintain such insurance as deemed necessary by the Board of Directors;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Perform all other duties and responsibilities as provided in the Declaration;

(h) Perform all duties and responsibilities as provided in the Master Declaration.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

PRESIDENT

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

VICE PRESIDENT

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

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary of the Association shall maintain a register showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Community Association within fifteen (15) days of request therefor by the Community Association.

TREASURER

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

Section 10. Compensation. No Officer shall receive compensation for any service such Officer may render to the Association. However, any Officer may be reimbursed for such Officer's actual expenses incurred in the performance of such Officer's duties.

ARTICLE IX

COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Committee for a term as the Board determines, as provided in the Declaration, and appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Pursuant to the provisions of F.S. 617.303(2), the meetings of any Committee shall comply with the provisions of 617.303(2) including, but not limited to, the following: A meeting occurs whenever a quorum of the Committee gathers to conduct Association business. All meetings must be opened to all Members of the Association except for meetings between the Committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be covered by the attorney-client privilege. Notice of all Committee meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency; in the alternative, if notice is not posted in a conspicuous place, notice of each meeting must be mailed or delivered to each Member of the Association at least seven days before the meeting, except in an emergency.

#### ARTICLE X

##### BOOKS AND RECORDS

The Association shall maintain the specific items set forth in Florida Statute 617.303(4), constituting the "Official Records" of the Association for such periods of time as therein set forth. Inspection and copying of the Official Records of the Association shall be permitted pursuant to the provisions of 617.303(5). The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased, by such member, at a reasonable cost.

#### ARTICLE XI

##### FINANCIAL REPORTING

The Association shall prepare and distribute financial information pursuant to the provisions of Florida Statute 617.303(7). The annual financial report shall either be prepared within 60 days after the close of the fiscal year and shall either be provided to each Member, or notice shall be provided that the same is available, within ten business days after such 60 day period.

#### ARTICLE XII

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Parcel Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel.

ARTICLE XIII

FINES AND SUSPENSIONS

Section 1. Statutory Authority. As permitted under the provisions of Florida Statute 617.305(2), the Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests or invitees, or both, to use Common Areas and facilities, and may levy reasonable fines, not to exceed \$50.00 per violation, against any Member or any tenant, guest or invitee.

Section 2. Notice and Hearing. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, nor the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee by majority vote does not approve a proposed fine or suspension, it may not be imposed.

Section 3. Not Apply for Failure to Pay Assessments. The provisions of this Article XIII may not be imposed upon any Member because of the failure of the Member to pay assessments or other charges when due.

Section 4. Shall Not Impair Ingress or Egress. Suspension of Common Area use rights shall not impair the right of a Parcel Owner or tenant of a Parcel to have vehicular or pedestrian ingress to and egress from the Parcel including, but not limited to, the right to park.

Section 5. May Not Suspend Voting Rights. Pursuant to F.S. 617.305, a Member's voting rights shall not be suspended by the Association under the provisions hereof.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC., a Corporation Not For Profit, 1998.

ARTICLE XV

AMENDMENTS

Section 1. Until such time as Class B membership ceases, these By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors; and thereafter at a regular or special meeting of the members, by members entitled to vote fifty percent (50%) of the voting interests of the Association.

ARTICLE XVI

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

We, being all of the directors of CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
LEIGH FELDSTEIN

\_\_\_\_\_  
HARRY ENGELSTEIN

\_\_\_\_\_  
LYNNE GAUDET

BK 28748 PG 1843



CONSENT AND APPROVAL OF DECLARATION OF COVENANTS  
FOR CORAL CREEK REPLAT NO. 3

The undersigned does hereby consent to, and approve of, the foregoing Declaration of Covenants for Coral Creek Replat No. 3 made by Engle Homes/Broward, Inc., as Developer.

This approval and consent is made and executed pursuant to Section 9.4 (c) of Article 9, "Neighborhoods," of that certain Declaration of General Protective Covenants for Coral Creek Community as recorded in Official Records Book 19724, Page 24, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 14th day of August, 1998.

WITNESSES:

WCI COMMUNITIES LIMITED  
PARTNERSHIP, a Delaware  
Limited Partnership

Patricia Wegman  
Print Name: Patricia Wegman

[Signature]  
Print Name: Eleanor W. Taft

\*By: Ronald C. Dillon  
Print Name: Ronald C. Dillon  
Title: Senior Vice President

\*Executed by authority given in Certificate of Authority/Power of Attorney recorded in Official Records Book 28488, Pages 632 through 637, both inclusive, of the Public Records of Broward County, Florida.

STATE OF FLORIDA  
COUNTY OF Broward

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

The foregoing instrument was acknowledged before me this 14th day of August, 1998, by Ronald C. Dillon as Senior Vice President of WCI Communities Limited Partnership, on behalf of the limited partnership. He is personally known to me or has produced as identification.

(SEAL)



Maryann Nance  
MY COMMISSION # CC562182 EXPIRES  
September 8, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

Maryann Nance  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Commission No. \_\_\_\_\_

BK 28748PG0844

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 JUL -2 PM 12:43

## ARTICLES OF INCORPORATION

### OF CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC. (A Corporation Not For Profit)

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

#### ARTICLE I

The name of the corporation is CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association":

#### ARTICLE II

The mailing address of the Corporation and the street address of the Registered Office of the Association is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 and the name of the Registered Agent is David Shapiro.

#### ARTICLE III

All definitions in the [Declaration of Covenants For Coral Creek Replat No. 3] ("Declaration") to which these Articles are attached as Exhibit B and recorded in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof.

#### ARTICLE IV

##### PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members whereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units (which term may be used interchangeably with "Parcel") and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the Declaration to promote the health, safety and welfare of the members of the Association and to provide other services and facilities for the members, as determined by the Board of Directors.

#### ARTICLE V

##### POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection

with the affairs of the Association;

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

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Developer is obtained for so long as Developer owns a Unit;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided in Article II of the Declaration;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

PROVISO: Notwithstanding the foregoing, until such time as Class B membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (d), (e) and (f) may be exercised solely by the Board of Directors.

## ARTICLE VI

### MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

## ARTICLE VII

### VOTING RIGHTS

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

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

Class B. The Class B member shall be the Developer, and shall be entitled to one hundred and seven (107) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) three (3) months after 90% of the Parcels that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority, prior to the first unit sold, have been conveyed to Parcel Owners (such number of parcels to be determined in accordance with the preceding criteria, shall be determined by the Developer; or

(b) such other percentage of the Parcels have been conveyed to members, or such other date or event has occurred, as set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Parcels.

## ARTICLE VIII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when Class B membership ceases as provided in Article VII hereof at a meeting of the members called for that purpose. Unless increased by the Board, three (3) Directors shall be elected at this first election to serve until the next annual members' meeting for a term of one (1) year each. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of one (1) year.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the Class "B" Member. The Class B Member shall have the right to remove and replace Directors until the first election of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Leigh Feldstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

## ARTICLE IX

### DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

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

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator of this Association is Engle Homes/Broward, Inc, a Florida corporation., whose address is 123 N.W. 13th Street, Suite 300, Boca Raton, FL 33432.

ARTICLE XIII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Leigh Feldstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Vice President:	Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Secretary-Treasurer:	Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

ARTICLE XIV

BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XVI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other

organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 1st day of July, 1998

ENGLE HOMES/BROWARD, INC.,  
a Florida Corporation

WITNESSES:

\_\_\_\_\_  
KATHLEEN DOLENCE  
*Donna Sordillo*  
DONNA SORDILLO

BY: *[Signature]*  
\_\_\_\_\_  
HARRY ENGELSTEIN, President

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY ENGELSTEIN, the President of ENGLE HOMES/BROWARD, INC., the corporation in whose name the foregoing instrument was executed, and that he acknowledged executing same for said corporation, freely and voluntarily, under authority duly vested in him by said corporation and that he is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of JULY, 1998.



*Donna Marie Sordillo*  
NOTARY PUBLIC  
Print name: DONNA MARIE SORDILLO  
Commission No. CC654691  
My Commission Expires: June 10, 2001

(NOTARIAL SEAL)

WCI Title Co. Inc.

This Instrument Prepared By/  
Recorded as Return to:

96-899778 T#881  
12-04-96 04:52PM

WILL CALL  
Michelle L. Trot, Esq.  
WCI Commercial Limited Partnership  
3300 University Drive  
Coral Springs, Florida 33065

8 8.78  
DOCU. STAMP-BEED  
REC'D. BROWARD CNTY  
B. JACK OSTERHOLT  
COUNTY ADMIN.

**ACCESS EASEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Kennedy Home Builders, Ltd., a Florida limited partnership, its successors-in-interest and assigns ("Grantor"), hereby grants and conveys to WCI Commercial Limited Partnership, a Delaware limited partnership (whose post office address is 3300 University Drive, Coral Springs, Florida 33065), and the Pine Tree Water Control District, a local unit of special government and public corporation of the State of Florida (whose post office address is 10300 Northwest 11th Manor, Coral Springs, Florida 33071) (collectively, "Grantee"), a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress over and upon the following described real property:

The south six feet (6') of Lot 23, the north six feet (6') of Lot 22, the south six feet (6') of Lot 20 and the north six feet (6') of Lot 19, all within Block C, Coral Creek Replat No. 3, according to the plat thereof, as recorded in Plat Book 160 at Page 25 of the Public Records of Broward County, Florida

(the "Benefited Property"), for the purpose of providing access to and from Northwest 57th Way to Drainage Maintenance Area No. 4 within Coral Creek Replat No. 3, according to the plat thereof, as recorded in Plat Book 160 at Page 25 of the Public Records of Broward County, Florida (the "Benefited Property").

1. **GRANTING OF EASEMENT.** The rights and easement herein granted are for the use and benefit of Grantee and its invitees, mortgagees, licensees, contractors, subcontractors and agents in enjoying Grantee's right of ingress and egress to and from the Benefited Property from Northwest 57th Way. This instrument is subject to easements, restrictions, covenants, conditions, limitations and reservations of record, if any, which do not prohibit the granting of this easement.

2. **MAINTENANCE AND REPAIR.** Grantor shall, at its sole cost and expense, maintain the Property in good, safe, clean and orderly repair, condition and appearance. Grantor shall, with reasonable promptness, make all repairs, replacements and restorations of every kind and nature which may be required to be made upon or in connection with Grantor's, Grantee's and others' use thereof. Good, safe, clean and orderly repair, condition and appearance shall include, but not be limited to, the following:

- a) Removing all debris, filth and refuse to the extent reasonably necessary to keep the Property in a neat, clean and orderly condition.
- b) Maintaining all sodded or grassy areas, and keeping these areas, at all times, adequately weeded, fertilized, watered, mowed and drained, and maintaining the irrigation systems.

EX 2572990904



3. **SELF HELP.** If the party responsible for maintenance hereunder fails to maintain the Property, then after twenty (20) days' prior written notice to such party, or its respective successor or assign (or in the event of an emergency, immediately after such notice, as is practical under the circumstances), or in the case of a default which cannot with due diligence be cured within a period of twenty (20) days, then the other party shall have the right to perform such obligation on behalf of the responsible party and shall be entitled to reimbursement from the responsible party for the costs incurred by the other party in performing such obligations. Such amount shall be a lien when recorded in the Public Records of Broward County, Florida, on any real property described in this instrument which is owned by the responsible party until such amount is paid in full. Notwithstanding the foregoing, if a default not susceptible of being cured by due diligence within twenty (20) days occurs, the responsible party shall have additional time to cure the matter as may be reasonably necessary to complete the same with all due diligence.

4. **NO OBSTRUCTION OF ACCESS.** Grantor shall not cause or permit any obstruction to impede Grantee's access to or from the Benefitted Property (including but not limited to: trees, shrubs, plant materials, berms or other altered elevations, rocks, statues, buildings or any other improvements which, in Grantee's sole discretion, impede its access hereunder) without obtaining the prior written consent of Grantee. Notwithstanding the foregoing, Grantor may plant grass or sod on the Property, which shall not be deemed to impede Grantee's access hereunder.

5. **INSURANCE.** Grantee agrees that, on behalf of itself and its successors and assigns, to at all times during the term of this instrument and at its own expense, maintain general public liability insurance against claims for personal injury or death and property damage occasioned by accidents occurring upon, in or about the Property, such insurance in each case to afford protection of not less than One Million Dollars (\$1,000,000.00) in respect of injury or death to any one or more persons arising out of any one accident, and such insurance against property damage of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of any instances of property damage. Grantee, and its successors and assigns, may self-insure hereunder.

6. **BINDING EFFECT.** This instrument shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. **INTERPRETATION.** This instrument shall be construed in accordance with the laws of the State of Florida.

BK 25729PG0905



STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD )

James P. McGowan

The foregoing instrument was acknowledged before me this 25 day of October, 1996, by Ray W. Ramsey aka R. W. Ramsey, Senior Vice President of WCI Community Limited Partnership, a Delaware limited partnership, on behalf of the partnership. He is personally known to me.

Michelle G. Ince

Name:  
Notary Public  
Commission No.



[Notary Seal]

My Commission Expires:

Witnesses:

Grantee:

Pine Tree Water Control District, a local unit of special government and public corporation of the State of Florida

Debrae Sandler  
Name:

DEBRAE SANDLER  
Name:

Deborah A. Tudor  
DEBORAH A. TUDOR

By: Jim Fortner  
Name:

Title:  
10300 Northwest 11th Manor  
Coral Springs, Florida 33071

Date: November 22, 1996, 1996

BR25729PG:1907

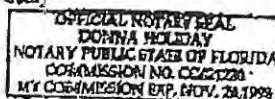
STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 22 day of November, 1996, by Jim Fortner, President of Pine Tree Water Control District, a local unit of special government and public corporation of the State of Florida. He/She is personally known to me.

Donna Holiday  
Name: Donna Holiday  
Notary Public  
Commission No. 00421230

My Commission Expires: 11-24-98

[Notary Seal]



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

Page 4 of 4

NOTES: 101186  
E:\notary\Wpzdwy\Accom

THIS INSTRUMENT PREPARED BY/  
RECORD AND RETURN TO:

WILL CALL  
Maryann Nance  
WCI Communities Limited Partnership  
3300 University Drive  
Coral Springs, Florida 33065

DECLARATION OF  
NEIGHBORHOOD COVENANTS  
FOR  
CORAL CREEK REPLAT NO. 3

(Certain Lots)

THIS DECLARATION OF NEIGHBORHOOD COVENANTS ("DECLARATION") made this 1<sup>st</sup> day of November, 1997, by WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, successor-by-merger of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation (hereinafter called "DECLARANT");

W I T N E S S E T H:

WHEREAS, DECLARANT, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in the Coral Creek Community (as such term is defined in the below described GENERAL COVENANTS), the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR CORAL CREEK COMMUNITY, which is recorded in Official Records Book 19724, at Page 24, of the Public Records of Broward County, Florida, and FIRST AMENDMENT thereto, recorded in Official Records Book 20427, at Page 903, of the aforesaid Public Records (collectively, the "GENERAL COVENANTS"); and

WHEREAS, said GENERAL COVENANTS provide that DECLARANT may supplement the GENERAL COVENANTS for any NEIGHBORHOOD (as the term "Neighborhood" is therein defined); and

WHEREAS, DECLARANT, has determined that in order to cause a quality development within the NEIGHBORHOOD, supplemental restrictions and covenants should be imposed on the NEIGHBORHOOD for the preservation of the property values of the owners therein;

NOW, THEREFORE, DECLARANT, hereby declares that the NEIGHBORHOOD as defined in Article I of this DECLARATION shall be held, transferred, sold, conveyed and occupied subject to the GENERAL COVENANTS and any and all amendments thereto, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this DECLARATION shall have the following meanings:

1. **"BUFFER PARCELS"** shall mean and refer to Parcels A and B of CORAL CREEK REPLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 160 at Page 25 of the Public Records of Broward County, Florida.
2. **"LANDSCAPE STRIPS"** shall mean and refer to Parcels C, D, E and F of CORAL CREEK REPLAT NO. 3, according to the plat thereof, as recorded in Plat Book 160 at Page 25 of the Public Records of Broward County, Florida, subject to that certain Flowage Easement in favor of the Pine Tree Water Control District, as shown on said Plat.
3. **"CORPORATION COMMON AREA"** within said Plat shall mean and refer to the BUFFER PARCELS and the LANDSCAPE STRIPS, upon the conveyance of such Parcels by DECLARANT to the Corporation (as such term is defined in the GENERAL COVENANTS), which conveyance shall be accepted by the Corporation.
4. **"DECLARANT"** shall mean and refer to WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, successor-by-merger of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns, of any or all of its rights under this DECLARATION.
5. **"GENERAL COVENANTS"** shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR CORAL CREEK COMMUNITY, as recorded in Official Records Book 19724 at Page 24 of the Public Records of Broward County, Florida, and all amendments thereto.
6. **"LOT"** shall mean and refer to a Single Family Lot (as such term is defined in the GENERAL COVENANTS) which is a part of this NEIGHBORHOOD.
7. **"NEIGHBORHOOD"** shall mean and refer to the Corporation Common Area and Lots 1 through 10, Block A; Lots 1 and 2, Block B; Lots 1 through 8 and 24 through 28, Block C; Lots 1 through 10, Block D; Lots 1 through 4, Block E; Lots 1 through 13, Block F; and Lots 1 through 20, Block G; and Parcels A, B, C, D, E and F, CORAL CREEK REPLAT NO. 3, according to the Plat thereof as recorded in Plat Book 160 at Page 25 of the Public Records of Broward County, Florida (said lands are situate, lying and being in the City of Coral Springs), together with all additional Lots added to this NEIGHBORHOOD by subsequent Declarations.
8. **"OWNER"** shall mean and refer to every Person or Persons, or entity or entities, who are the record owners of a fee interest in any LOT, or

portion thereof, in the NEIGHBORHOOD, and their heirs, legal representatives, successors or assigns.

All undefined initially capitalized terms contained herein shall have the respective definition set forth in the GENERAL COVENANTS.

ARTICLE II

NEIGHBORHOOD RESTRICTIONS

1. USE RESTRICTIONS.

A. LOTS may be used only for detached single family Dwelling Units and appurtenant uses and for no other purposes. No business buildings may be erected in the NEIGHBORHOOD and no business may be conducted on any part thereof, nor shall any Dwelling Unit or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this Paragraph: (i) the DECLARANT may utilize one or more LOTS for a sales office, model home or model home parking for so long as the DECLARANT, its successors or assigns, shall own a Single Family Lot in the Coral Creek Community; and (ii) DECLARANT shall have the right to designate other Persons or entities to likewise so utilize LOTS for a sales office, model home or model home parking so long as said Persons or entities own a Single Family Lot in the Coral Creek Community.

B. The BUFFER PARCELS shall be used only for landscaping, buffer walls and related purposes for the use and benefit of all of the OWNERS in the NEIGHBORHOOD, and their family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of their tenants.

C. The LANDSCAPE STRIPS shall be used only for landscaping, buffer walls and related purposes for the use and benefit of all of the OWNERS in the NEIGHBORHOOD, and their family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of their tenants, except that the LANDSCAPE STRIPS are subject to that certain Flowage Easement in favor of the Pine Tree Water Control District as shown in the NEIGHBORHOOD Plat.

D. No structure or facility of any kind including walls, fences and signs shall be placed or erected within the BUFFER PARCELS or the LANDSCAPE STRIPS without the prior written approval of DECLARANT. No vehicular ingress or egress and no paving or driveways shall be permitted on, across or through the BUFFER PARCELS (or the LANDSCAPE STRIPS, except according to the Flowage Easement in favor of the Pine Tree Water Control District referenced above). The landscaping material on, over and within the BUFFER PARCELS and the LANDSCAPE STRIPS shall be maintained by the Corporation in good and living condition. "Good and Living Condition" for the landscaping material shall mean the proper irrigation, fertilizing, grooming and trimming thereof and the replacement of dead, diseased and/or missing landscaping material with the material of the same species, height,

width and quality as the remaining landscaping material on the BUFFER PARCELS or the LANDSCAPE STRIPS unless a variation is approved in writing by DECLARANT.

D. The Corporation shall have the responsibility for the maintenance of the CORPORATION COMMON AREA and any improvements thereon. Further, once conveyed by the DECLARANT to the Corporation (which conveyance shall be accepted by the Corporation), the CORPORATION COMMON AREA shall be and shall remain in the ownership of the Corporation for so long as DECLARANT is an OWNER of a LOT in the NEIGHBORHOOD.

2. BUILDING SETBACK AREAS.

A. No Structure shall be erected or constructed on any LOT within the following minimum building setback areas:

- i) All LOTS shall have a minimum front setback of twenty-five (25') feet.
- ii) All LOTS shall have a minimum rear setback of fifteen (15') feet.
- iii) All LOTS shall have a minimum side setback of seven and one-half (7-1/2') feet; provided, however, that all LOTS shall have a minimum street side setback of fifteen (15') feet.

B. Where two (2) or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining Plot.

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

3. MINIMUM DWELLING UNIT SIZE. The minimum square feet of living area for a Dwelling Unit on any LOT in the NEIGHBORHOOD shall be one thousand five hundred (1,500) square feet. Garages, porches, patios, terraces, balconies and other similar Structures shall not be taken into account in calculating the minimum square feet of living area required.

4. GARAGES. Every Dwelling Unit shall have a minimum of a two (2) car garage and no Dwelling Unit shall have more than a three (3) car garage without the approval of DECLARANT.

5. ROOFS. Except as hereinafter provided, Dwelling Units shall have pitched roofs. Pitched roofs for Dwelling Units shall have a minimum pitch of 4:12 except that deviation from the minimum pitch may be

approved by DECLARANT for gambrel and similar type roofs. Pitched roofs shall be constructed of flat or barrel cement or clay tile, split cedar shakes or slate, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. In the event some new and attractive material for roofing surfaces is discovered or invented, DECLARANT may, in its sole discretion, approve the use of such new material. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over twenty-five (25%) percent of the total roof area. Such flat roofs may be permitted over porches, Florida rooms and utility rooms located to the rear of the Dwelling Unit. Notwithstanding the above, a flat roof located elsewhere than to the rear of the Dwelling Unit may be permissible only if approved by DECLARANT.

### ARTICLE III

#### GENERAL RESTRICTIONS

1. NOTICE TO DECLARANT. Notice to DECLARANT as may be required or desired herein, shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT.
2. NOTICE TO OWNER. Notice to OWNER of a violation of any restriction or covenant of this DECLARATION, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.
3. 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 or entity other than itself.
4. APPROVALS. All approvals and disapprovals under this DECLARATION shall be in writing.
5. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this DECLARATION shall apply not only to OWNERS, but also to any Person or Persons, entity or entities, occupying an OWNER'S premises under lease from an OWNER or by permission or invitation of an OWNER or an OWNER'S tenants, expressed or implied. Failure of OWNER to notify said Persons, entities or occupants of the existence of this DECLARATION shall not in any way act to limit or divest the right of DECLARANT of enforcement of this DECLARATION. OWNER shall be responsible for all violations of this DECLARATION by OWNER'S tenants, employees, licensees, invitees or guests, and by the guests, employees, licensees, or invitees of OWNER'S tenants at any time.

BK 27259PG0118



6. ASSESSMENTS. Each LOT in the NEIGHBORHOOD is a Single Family Lot and shall be assessed as such by the Corporation in accordance with the provisions of the GENERAL COVENANTS.

7. ENFORCEMENT. DECLARANT shall have the same rights and powers of enforcement, including lien rights and attorneys' fees (at the investigative, trial and appellate levels), with regard to this DECLARATION, as DECLARANT has under the GENERAL COVENANTS, including, without limitation, all of the rights and powers set forth in Article 2.6 of said GENERAL COVENANTS.

8. CONFLICTS. In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this DECLARATION, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

9. AMENDMENT OF DECLARATION. DECLARANT may, in its sole discretion, modify, amend, waive or add to this DECLARATION, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

10. RESTRICTIONS RUN WITH THE LAND. The covenants, reservations, restrictions and other provisions of this DECLARATION shall constitute an easement and imposition in and upon the NEIGHBORHOOD and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, its successors and assigns, for a period of thirty (30) years from the date this DECLARATION is recorded, after which time this DECLARATION shall be extended for successive periods of ten (10) years each unless an instrument signed by the then OWNERS of a majority of the LOTS in the NEIGHBORHOOD has been recorded agreeing to change or terminate this DECLARATION in whole or in part.

11. SEVERABILITY. Invalidation of any provision under this DECLARATION, in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

**IN WITNESS WHEREOF**, DECLARANT does hereby execute this DECLARATION in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 7<sup>th</sup> day of November, 1997.

Witnesses:

WCI Communities Limited Partnership,  
a Delaware limited partnership

Maryann Nance  
Name: Maryann Nance

Grace K. Stackhouse  
Name: GRACE K. STACKHOUSE

By: [Signature]  
Larry W. Streib\* RCD  
Senior Vice President  
3300 University Drive  
Coral Springs, Florida 33065

BK27259PG0119

\* executed by authority given in Certificate of Authority/Power of Attorney recorded in Official Records Book 26308 at Pages 845 through 850, both inclusive, of the Public Records of Broward County, Florida

STATE OF FLORIDA        )  
                                  )        SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 7th day of November, 1997, by Larry W. Streib, Senior Vice President of WCI Communities Limited Partnership, a Delaware limited partnership, on behalf of the partnership. He is personally known to me.

Maryann Nance  
Name:  
Notary Public  
Commission No.

My Commission Expires:

[Notary Seal]



Maryann Nance  
MY COMMISSION # CC562182 EXPIRES  
September 8, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

BK 27259PGU 12U

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

**CERTIFICATE OF AMENDMENT  
TO  
AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF CORAL CREEK REPLAT NO. 3 HOMEOWNERS  
ASSOCIATION, INC.**

The attached writing is a true copy of the Amendment of Article V Section 4 to the Association Declaration recorded in Official Records Book, \_\_\_\_\_ Page \_\_\_\_\_, of the Public Records of Broward County, Florida which Amendment was duly proposed and adopted at Board Meeting held JAN. 19, 2004 in the minutes of the above mentioned meeting and is unrevoked.

EXECUTED at Parkland, Florida, this 23 day MARCH, of 2004.

Signed, sealed and delivered  
in the presence of:

CORAL CREEK REPLAT NO. 3 HOMEOWNERS  
ASSOCIATION, INC.

Angela Fisher

BY: [Signature]  
PRESIDENT

[Signature] Attest:

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 23 day of March 2004 by the CORAL CREEK REPLAT NO. 3 HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, not-for-profit, on behalf of said Corporation.

 Rhonda Manocchio  
Commission # DD 018091  
Expires April 17, 2005  
My Commission Expires \_\_\_\_\_  
Brended Thru  
Attesting Co., Inc.

Rhonda Manocchio  
Notary Public,  
State of Florida  
at Large

This Instrument was prepared by: DAVID J. SCHNEID, ESQUIRE  
The Law Offices of David J. Schneid, P.A.  
6877 SW 18<sup>th</sup> Street #141  
Boca Raton, Florida 33433  
561-391-9141

SUBSTANTIAL REWORDING OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CORAL CREEK REPLAT NO. 3  
HOMEOWNERS ASSOCIATION, INC

*As used herein the following shall apply:  
Words in the text which are lined through (-) indicate deletions from the present text.  
Words in the text which are underlined indicate additions to the present text.*

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures.

(c). Special Assessments against the Parcel Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board shall direct.

(c). 1 - Notwithstanding the foregoing, the Board of Directors may not pass any special assessment for any capital improvement that exceeds \$10,000.00 without first obtaining the affirmative vote of a majority of all members of the association, in person or by proxy, unless and only if such expenditure is necessary to protect the health safety and welfare of the community property and all its residents from eminent and immediate harm.