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INSTRUMENT PREPARED BY/
RD AND RETURN TO:
AEL R. FLAM, ESQUIRE
IDA NATIONAL PROPERTIES, INC.
UNIVERSITY DRIVE
, SPRINGS, FLORIDA 33065

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DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
THE ARBORS

THIS DECLARATION OF NEIGHBORHOOD COVENANTS ("DECLARATION") made this 24th day of July, 1992, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called DECLARANT;

W I T N E S S E T H:

WHEREAS, DECLARANT, has recorded the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR CORAL CREEK COMMUNITY ("GENERAL COVENANTS") in Official Records Book 19724, at Pages 24 through 96, both inclusive, of the Pubic Records of Broward County, Florida; 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 committed only that certain portion of the NEIGHBORHOOD (as such term is hereinafter defined) to the GENERAL COVENANTS as Committed Property, which is legally described on Exhibit "A" appended hereto, in accordance with Article 2 thereof; and

WHEREAS, DECLARANT shall in the future elect to add or not to add SUPPLEMENTAL LANDS (as such term is hereinafter defined) to the NEIGHBORHOOD and thereby subject such SUPPLEMENTAL LANDS to the GENERAL COVENANTS, Governing Documents, and this DECLARATION; and

WHEREAS, DECLARANT has determined that in order to enhance the NEIGHBORHOOD, the supplemental restrictions and covenants contained in this DECLARATION shall be imposed on the NEIGHBORHOOD and be recorded in the Public Records of Broward County, Florida.

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, the Governing Documents, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth in this DECLARATION, all of which shall run with the NEIGHBORHOOD and be binding on all OWNERS thereof, their heirs, successors, and assigns, and shall inure to the benefit of each such OWNER.

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ARTICLE I

DEFINITIONS

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

1. "BUFFER PARCEL" shall mean and refer to Parcel B-4 as shown on the CORAL CREEK PLAT.
2. "CORAL CREEK PLAT" shall mean and refer to the Plat of "Coral Creek" as recorded in Plat Book 146, at Page 6, of the Public Records of Broward County, Florida.
3. "DECLARANT" shall mean and refer to 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.
4. "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 Pages 24 through 96, both inclusive, of the Public Records of Broward County, Florida, and any and all amendments thereto.
5. "LOT" shall mean and refer to a platted lot in the NEIGHBORHOOD less and excepting therefrom lots 1 through 4, both inclusive; lots 42 through 45, both inclusive; and lot 54, all in Block K, of the CORAL CREEK PLAT.
6. "MEMBER" shall mean and refer to the OWNERS of LOTS in the NEIGHBORHOOD, all of whom shall be MEMBERS of the NEIGHBORHOOD ASSOCIATION.
7. "NEIGHBORHOOD" shall mean and refer to all the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference, together with such SUPPLEMENTAL LANDS, if any, which may become part of the NEIGHBORHOOD by DECLARANT'S recordation of a Supplement; all of said lands are situate, lying and being in the City of Coral Springs, Broward County, Florida. "THE ARBORS" shall mean and refer to the marketing name given to this NEIGHBORHOOD by DECLARANT. The NEIGHBORHOOD currently consists of 84 LOTS which may be used only for detached single family Dwelling Units and appurtenant uses. At this time, the NEIGHBORHOOD is planned to have no more than 116 LOTS; however, DECLARANT is not obligated to develop or cause to be developed that particular number of LOTS. DECLARANT shall incur no liability whatsoever and shall be held harmless by the NEIGHBORHOOD ASSOCIATION, the Corporation, and the OWNERS if the final number of LOTS in the NEIGHBORHOOD does not exceed the current number of LOTS (84).
8. "NEIGHBORHOOD ASSOCIATION" shall mean and refer to THE ARBORS AT CORAL CREEK ASSOCIATION, INC., which has been incorporated as a not-for-profit corporation under the laws of the State of Florida. A copy of the Articles of Incorporation of THE ARBORS AT CORAL CREEK

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ASSOCIATION, INC. is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. "NEIGHBORHOOD COMMON AREA" shall mean and refer to all real and personal property which the NEIGHBORHOOD ASSOCIATION owns or in which the NEIGHBORHOOD ASSOCIATION has, or may have, an interest, including without limitation, a right of use for the common use and enjoyment of the MEMBERS of the NEIGHBORHOOD ASSOCIATION. Upon conveyance by the DECLARANT to the NEIGHBORHOOD ASSOCIATION (and acceptance by the NEIGHBORHOOD ASSOCIATION), the BUFFER PARCEL, the PRIVATE STREET, the RECREATIONAL AREA, the RECREATIONAL AMENITIES, together with those certain Drainage Easements within Blocks K and L as shown on the CORAL CREEK PLAT, shall be NEIGHBORHOOD COMMON AREA.
10. "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 Parcel, or portion thereof, in the NEIGHBORHOOD, their heirs, legal representatives, successors or assigns.
11. "PRIVATE STREET" shall mean and refer to Parcel "R-2" as shown on the CORAL CREEK PLAT.
12. "RECREATIONAL AMENITIES" shall mean and refer to the facilities and improvements on the RECREATIONAL AREA, and any personal property in connection therewith acquired by the NEIGHBORHOOD ASSOCIATION for recreational use.
13. "RECREATIONAL AREA" shall mean and refer to lots 1 through 4, both inclusive, in Block K, of the CORAL CREEK PLAT.
14. "SUPPLEMENTAL LANDS" shall mean and refer to such real property, if any, which is part of the Coral Creek Community pursuant to the GENERAL COVENANTS, but which is currently Uncommitted Property. The GENERAL COVENANTS provide that DECLARANT may add Uncommitted Property to the Committed Property by recording a Supplement subjecting and committing such Uncommitted Property to the GENERAL COVENANTS. Additionally, DECLARANT reserves in this DECLARATION, the absolute and unqualified right, but neither the duty or obligation, in its sole and absolute discretion, and in its sole act, to add the SUPPLEMENTAL LANDS to the NEIGHBORHOOD by recording a Supplement to this DECLARATION. Any such Supplement shall subject the SUPPLEMENTAL LANDS to the jurisdiction of the NEIGHBORHOOD ASSOCIATION and shall make the OWNERS of the SUPPLEMENTAL LANDS MEMBERS of the NEIGHBORHOOD ASSOCIATION. It is currently contemplated that the SUPPLEMENTAL LANDS, if added to the NEIGHBORHOOD by a replat of a portion of the CORAL CREEK PLAT, shall not exceed 32 LOTS. DECLARANT'S right to add the SUPPLEMENTAL LANDS to the NEIGHBORHOOD shall be effective for two (2) years after the date of recordation of this DECLARATION; whereupon, if DECLARANT has not elected to add the SUPPLEMENTAL LANDS by said date, DECLARANT'S right shall terminate forthwith. SOME OF THE EFFECTS OF ADDING SUCH SUPPLEMENTAL LANDS TO THE NEIGHBORHOOD MAY BE AN INCREASE IN: (i) THE SIZE OF THE NEIGHBORHOOD; (ii) THE SIZE OF THE NEIGHBORHOOD COMMON AREA; (iii) THE NUMBER OF MEMBERS OF THE NEIGHBORHOOD ASSOCIATION; (iv) THE NUMBER OF PERSONS USING THE NEIGHBORHOOD COMMON AREA; (v) THE SIZE OF THE

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NEIGHBORHOOD ASSOCIATION'S BUDGET; AND (vi) THE TOTAL NUMBER OF VOTES WHICH WOULD BE CAST BY MEMBERS OF THE NEIGHBORHOOD ASSOCIATION.

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 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 PRIVATE STREET shall be used only for ingress, egress, roadway, drainage, landscaping, utility 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 RECREATIONAL AREA shall be used only for recreation, parking, landscaping 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. Portions of the RECREATIONAL AREA, as solely determined by DECLARANT, may be used for drainage and utility facilities.
- D. The BUFFER PARCEL 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.
- E. No Structure or facility of any kind including walls, fences and signs shall be placed or erected within the PRIVATE STREET, the RECREATIONAL AREA or the BUFFER PARCEL without the prior written approval of DECLARANT. No vehicular ingress or egress and no paving or driveways shall be permitted on,

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across or through the BUFFER PARCEL. The landscaping material on, over and within the RECREATIONAL AREA and the BUFFER PARCEL shall be maintained by the NEIGHBORHOOD ASSOCIATION 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 RECREATIONAL AREA and the BUFFER PARCEL unless a variation is approved in writing by DECLARANT.

- F. The NEIGHBORHOOD ASSOCIATION shall have the responsibility for maintenance of the NEIGHBORHOOD COMMON AREA and any improvements thereon. Further, once conveyed by the DECLARANT to the NEIGHBORHOOD ASSOCIATION (and accepted by the NEIGHBORHOOD ASSOCIATION), the NEIGHBORHOOD COMMON AREA shall be and shall remain in the ownership of the NEIGHBORHOOD ASSOCIATION 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 (20') feet.
 - ii) All LOTS shall have a minimum rear setback of ten (10') feet except for LOTS 25 through 35, both inclusive, in Block K, which shall have a minimum rear setback of twenty-five (25') feet.
 - iii) All LOTS shall have a minimum side setback of seven (7') feet; provided, however, that all LOTS shall have a minimum street side setback of ten (10') feet.
- B. No Structure or active recreational facility shall be erected or constructed on the RECREATIONAL AREA within twenty (20') feet of the property lines of the RECREATIONAL AREA.
- C. 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.
- D. 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

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kept on file by DECLARANT to establish the setback lines as approved.

3. MINIMUM AND MAXIMUM 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. The maximum square feet of living area for a Dwelling Unit on any LOT in the NEIGHBORHOOD shall be two thousand (2,000) square feet for a one-story Dwelling Unit and two thousand six hundred (2,600) square feet for a two-story Dwelling Unit, provided that in the latter case at least one thousand three hundred (1,300) square feet shall be on the first story. The method of determining the square feet of living area of a Dwelling Unit shall be to multiply the outside horizontal dimensions of the Dwelling Unit at each floor level. 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. LIGHTING. Each Dwelling Unit in the NEIGHBORHOOD shall have one (1) pole-mounted light fixture of a uniform style as approved by DECLARANT which shall be installed in the front yard of the LOT. Said fixture shall be connected to the individual Dwelling Unit's electrical system and shall have a photoelectric cell or other approved device which will automatically illuminate the light between dusk and dawn. By acceptance of a deed or other instrument of conveyance to a LOT within the NEIGHBORHOOD, each OWNER of a LOT hereby agrees to be responsible for energizing the light and shall maintain the light fixture in good condition (including all necessary repairs and replacements). If an OWNER fails to comply with this Paragraph, DECLARANT hereby reserves unto NEIGHBORHOOD ASSOCIATION the same power (i) to enter upon the LOT and maintain, repair, or replace said fixture and such entry shall not be deemed a trespass; and (ii) to levy assessments upon such OWNER'S LOT and the same remedies to enforce payment of the entire cost and expense of said maintenance, repair, or replacement of said fixture, as are possessed by DECLARANT in this DECLARATION.

5. GARAGES AND MAILBOXES.

- A. 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.
- B. DECLARANT has selected a uniform style mailbox and post for use by OWNERS in the NEIGHBORHOOD. The location of all mailboxes and posts must be approved in writing by DECLARANT prior to installation. Each OWNER shall maintain its mailbox and post in good, clean and attractive condition as required by DECLARANT.

6. 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 for the RECREATIONAL AREA building shall have a minimum pitch of 4:12.

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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. DECLARANT has selected a uniform style and color of roof tile for use in the NEIGHBORHOOD and all OWNERS shall only use such roof tile. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, whose approval may be withheld. 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 or building on the RECREATIONAL AREA. Notwithstanding the above, a flat roof located elsewhere than to the rear of the Dwelling Unit or building on the RECREATIONAL AREA may be permissible only if approved by DECLARANT.

ARTICLE III

COVENANTS

1. MAINTENANCE OF NEIGHBORHOOD COMMON AREA.

- A. All NEIGHBORHOOD COMMON AREA maintained by the NEIGHBORHOOD ASSOCIATION according to the requirements of DECLARANT, which requirements address the quality, type, height and location of landscape material as well as the quality and specification of materials, paint color and paint scheme for any Structure, fence and/or wall. Said requirements are available at the office of DECLARANT.
- B. If the NEIGHBORHOOD ASSOCIATION fails or refuses to landscape and/or maintain any NEIGHBORHOOD COMMON AREA as above provided, the OWNERS shall landscape and/or maintain same according to the requirements of DECLARANT as above provided.
- C. Upon the failure of the NEIGHBORHOOD ASSOCIATION and/or OWNERS to landscape and/or maintain the NEIGHBORHOOD COMMON AREA as above provided, and upon the failure of the NEIGHBORHOOD ASSOCIATION and/or OWNERS to make such corrections within fifteen (15) days of written notice from DECLARANT, DECLARANT reserves unto itself, its successors, assigns and designees, an easement for the right (but not the obligation) to enter upon the NEIGHBORHOOD COMMON AREA and cause compliance with said landscape requirements and/or to maintain such NEIGHBORHOOD COMMON AREA. Such entry shall not be deemed a trespass and by acceptance of a deed to the NEIGHBORHOOD COMMON AREA, such OWNER has expressly given the DECLARANT, and its successors, assigns and designees, the continuing permission to do so, which permission may not be revoked. If DECLARANT exercises its right to maintain the NEIGHBORHOOD COMMON AREA and/or the underground irrigation systems, the

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cost of such maintenance shall be borne by the NEIGHBORHOOD ASSOCIATION and/or OWNERS and payment thereof shall be due and payable to DECLARANT within fifteen (15) days from a written request to the NEIGHBORHOOD ASSOCIATION and/or OWNERS to pay same. In order to apportion said cost among the OWNERS, DECLARANT shall have the same power to levy assessments upon the OWNERS and the same remedies to enforce payment of said assessments as are possessed by the NEIGHBORHOOD ASSOCIATION as described in Article IV hereof. Should the NEIGHBORHOOD ASSOCIATION and/or OWNERS fail to make such payment within said fifteen (15) day period, then DECLARANT shall have a lien for the cost of such maintenance. The lien shall be impressed upon the LOT(S) of the OWNERS and/or NEIGHBORHOOD COMMON AREA of the NEIGHBORHOOD ASSOCIATION effective from and after the date of recording a Claim of Lien in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

- D. Notwithstanding anything contained herein to the contrary, any OWNER (or its family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of its tenants) who, by its willful or negligent action, damages or destroys any portion of the NEIGHBORHOOD COMMON AREA shall be liable to NEIGHBORHOOD ASSOCIATION for the payment of repairs, maintenance, or replacement of the NEIGHBORHOOD COMMON AREA deemed necessary by NEIGHBORHOOD ASSOCIATION, within fifteen (15) days of written notice from NEIGHBORHOOD ASSOCIATION. The notice shall set forth with reasonable particularity the repairs, maintenance, or replacement deemed necessary by the NEIGHBORHOOD ASSOCIATION. Upon failure of OWNER to make such payment within said fifteen (15) day period, NEIGHBORHOOD ASSOCIATION is hereby empowered to file a Claim of Lien against the OWNER'S LOT effective from and after the date of recording a Claim of Lien in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

2. MEMBERS RIGHT IN NEIGHBORHOOD COMMON AREA. Every MEMBER shall have a right and easement of ingress and egress, use and enjoyment in and to the NEIGHBORHOOD COMMON AREA, which shall be appurtenant to and shall pass with the title to every LOT within the NEIGHBORHOOD, subject to the following:

- a.) The right of the NEIGHBORHOOD ASSOCIATION to take such steps as are reasonably necessary to protect NEIGHBORHOOD COMMON AREA against foreclosure;

- b.) All provisions of the GENERAL COVENANTS, this DECLARATION, the CORAL CREEK PLAT, and the Articles of Incorporation and By-Laws of the NEIGHBORHOOD ASSOCIATION; and
- c.) Rules and regulations governing use and enjoyment of the NEIGHBORHOOD COMMON AREA adopted by the NEIGHBORHOOD ASSOCIATION.

3. MAINTENANCE OF OTHER AREAS. By acceptance of a deed for a LOT within the NEIGHBORHOOD, the OWNER thereof has expressly given continuing permission to the NEIGHBORHOOD ASSOCIATION and its designees, the absolute and unqualified right to enter upon the LOT to perform such installation and maintenance of improvements and other maintenance as are permissible activities of and are undertaken by the NEIGHBORHOOD ASSOCIATION, and such permission cannot be revoked. The purposes for which this right of entry applies shall include, but not be limited to, maintenance of the pole-mounted light fixture (including all necessary repairs and/or replacements), maintenance of the exterior of Dwelling Units, maintenance of lawns, maintenance of landscaping at or exceeding a minimal level as determined by the NEIGHBORHOOD ASSOCIATION, along with the installation and maintenance of irrigation systems.

ARTICLE IV

NEIGHBORHOOD ASSOCIATION

1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The NEIGHBORHOOD ASSOCIATION has been incorporated for the benefit of the OWNERS in the NEIGHBORHOOD. The OWNER of any LOT within the NEIGHBORHOOD by acceptance of a deed or other instrument of conveyance thereof (whether or not it shall be so expressed in any such deed or other instrument of conveyance), including any purchaser at a judicial sale, shall automatically become a MEMBER and shall hereafter be deemed to covenant and agree to pay to the NEIGHBORHOOD ASSOCIATION any annual assessment or charges, and any special assessment for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as provided in this DECLARATION. All assessments, together with late charges (as described in the By-Laws of this NEIGHBORHOOD ASSOCIATION), and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the LOT and shall be a continuing lien upon the LOT against which each such assessment is made, and shall also be the personal obligation of the OWNER. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the NEIGHBORHOOD COMMON AREA or by abandonment. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

2. PURPOSE OF ASSESSMENT. The annual and special assessments levied by the NEIGHBORHOOD ASSOCIATION shall be used exclusively for the purpose of exercising its rights under this DECLARATION, the Articles of Incorporation of the NEIGHBORHOOD ASSOCIATION appended hereto as Exhibit

"B", or for promoting the recreation and aesthetic enjoyment of the residents of the NEIGHBORHOOD and (without limiting the generality of the foregoing) in particular for the improvement and maintenance of the NEIGHBORHOOD COMMON AREA, any easements in favor of the NEIGHBORHOOD ASSOCIATION, the cost of taxes insurance, labor, equipment, materials, management, the creation of reserve accounts, as well as for such other purposes, as are permissible activities of and are undertaken by, the NEIGHBORHOOD ASSOCIATION.

3. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each LOT, except that those LOTS owned by DECLARANT shall not be subject to special assessments.

4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the NEIGHBORHOOD ASSOCIATION, to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Board. In the event any OWNER shall fail to pay any assessment, or any installment thereof, within fifteen (15) days after the same becomes due, then the NEIGHBORHOOD ASSOCIATION shall, in its sole discretion, have the remedy to accelerate the entire amount of any assessment for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments; and such remedy shall be in addition to, and not in lieu of, all other remedies available to the NEIGHBORHOOD ASSOCIATION.

5. CAPITAL CONTRIBUTION. A "Capital Contribution" of One Hundred and No/100 (\$100.00) Dollars shall be made for each LOT within the NEIGHBORHOOD. Said amount shall be for the purpose of initially funding a reserve established by the NEIGHBORHOOD ASSOCIATION for making purchases for and improvements to the NEIGHBORHOOD COMMON AREA. In addition, the Capital Contribution may be used for emergency repairs, or to make deposits required by utility companies, or otherwise required by the Articles of Incorporation of the NEIGHBORHOOD ASSOCIATION, the Board of Directors of the NEIGHBORHOOD ASSOCIATION, or the OWNERS. Notwithstanding anything contained herein to the contrary, the Capital Contribution shall not be used for operating funds. Further, the Capital Contribution reserve shall not be used by the NEIGHBORHOOD ASSOCIATION for the purpose of litigation at both the trial and appellate levels in any court of competent jurisdiction. The Capital Contribution shall be paid by the OWNERS, other than the DECLARANT or NEIGHBORHOOD ASSOCIATION, to the NEIGHBORHOOD ASSOCIATION in addition to any other regular or special assessment. Capital Contributions shall only be paid once for each LOT in the NEIGHBORHOOD. Capital Contributions shall never be required of DECLARANT. Capital Contributions shall be paid at the time of conveyance of title by DECLARANT to each OWNER other than the NEIGHBORHOOD ASSOCIATION.

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ARTICLE V

GENERAL RESTRICTIONS

1. NOTICE TO DECLARANT OR NEIGHBORHOOD ASSOCIATION. 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. Notice to NEIGHBORHOOD ASSOCIATION as may be required or desired herein, shall be in writing and delivered or mailed to NEIGHBORHOOD ASSOCIATION at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by NEIGHBORHOOD ASSOCIATION.
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.
6. ASSESSMENTS. In addition to any assessments levied by the NEIGHBORHOOD ASSOCIATION pursuant to the provisions hereof, 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. NEIGHBORHOOD ASSOCIATION shall have the right to impose a late charge (as described in the By-Laws of this NEIGHBORHOOD ASSOCIATION) on any assessment levied by NEIGHBORHOOD ASSOCIATION or Corporation which becomes delinquent.
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

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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 24th day of JULY, 1992.

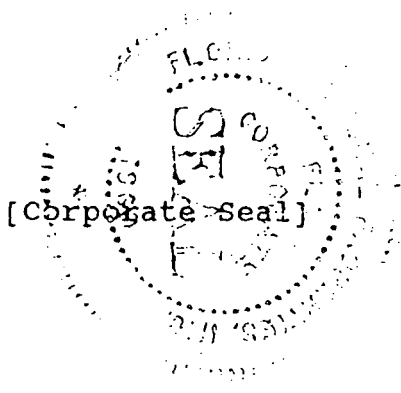
FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntemeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
A. N. Malanos, Secretary

Address: 3300 University Drive
Coral Springs, Florida 33065

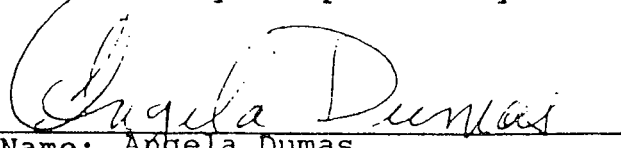


APPROVED
MRE
RCD

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STATE OF FLORIDA)
 : ss
COUNTY OF BROWARD)

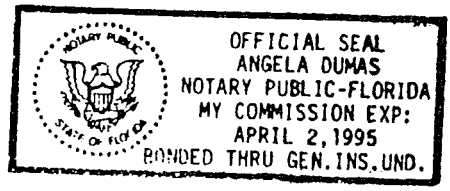
The foregoing instrument was acknowledged before me this 24th day of JULY, 1992, by W. BUNTEMAYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.



Name: Angela Dumas
Notary Public
Commission No. CC089188

My Commission Expires: 4/2/95

[Notary Seal]



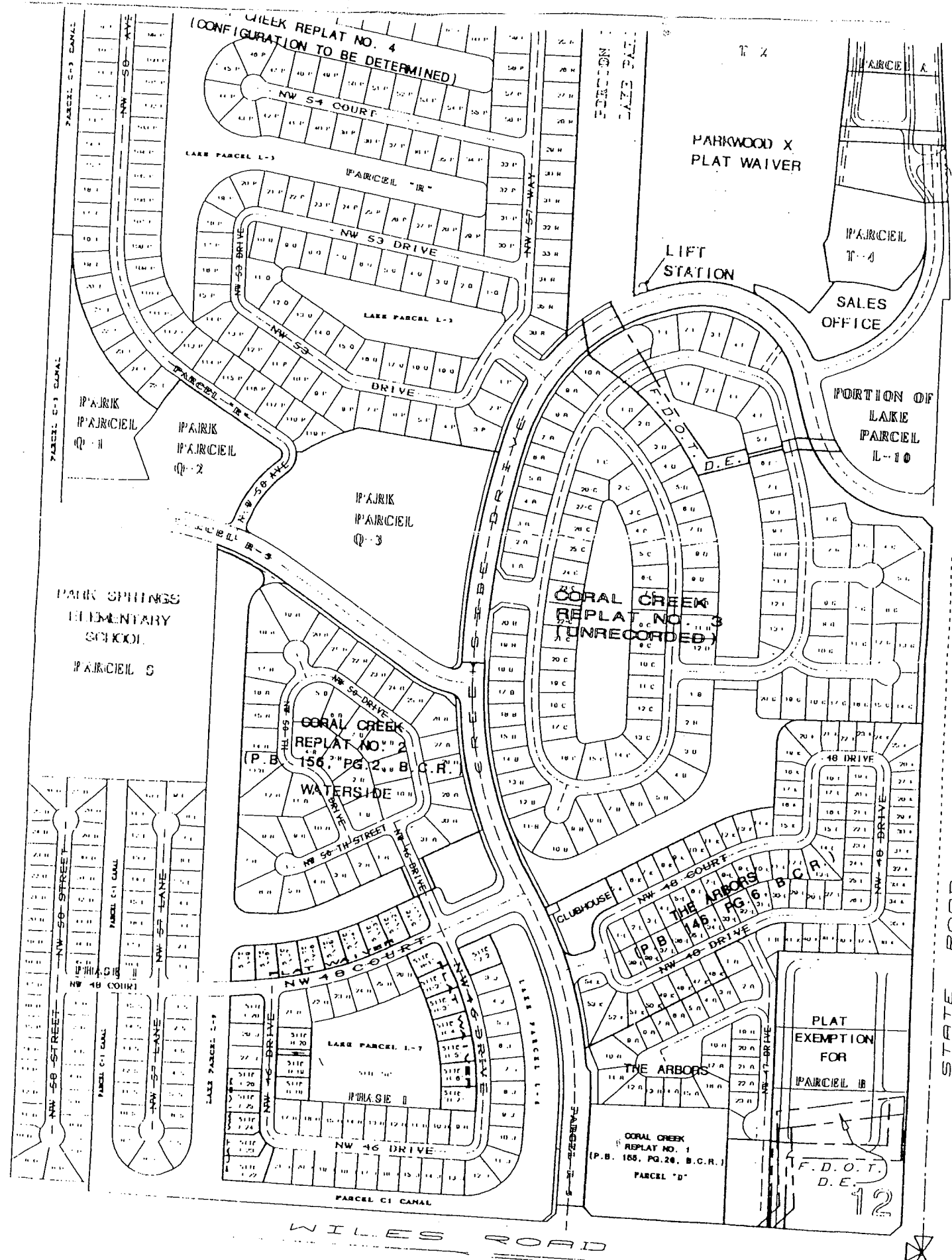
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EXHIBIT "A"

LEGAL DESCRIPTION OF NEIGHBORHOOD

Lots 1 through 41, both inclusive, in Block K; Lots 46 through 54, both inclusive, in Block K; Lots 1 through 39, both inclusive, in Block L; together with Parcel "R-2" and Parcel B-4; all in CORAL CREEK, according to the Plat thereof, as recorded in Plat Book 146, at Page 6, of the Public Records of Broward County, Florida; said lands situate, lying and being in the City of Coral Springs, Broward County, Florida.

BK 9746PG0138



WILES ROAD

STATE ROAD NO. 12

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE ARBORS AT CORAL CREEK ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 29, 1992, as shown by the records of this office.

The document number of this corporation is N50123.

EXHIBIT "B"

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
29th day of July, 1992.




CR2E022 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

BR 7 9 7 4 6 P G O 1 3 9

RECORD AND RETURN TO:
MICHAEL R. FLAM, ESQUIRE
FLORIDA NATIONAL PROPERTIES, INC. 
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

92365955

FIRST AMENDMENT
TO THE
DECLARATION OF NEIGHBORHOOD COVENANTS
FOR
THE ARBORS

AUG 26 9 35 AM '92

This FIRST AMENDMENT made this 21st day of August, 1992, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation ("DECLARANT");

W I T N E S S E T H :

WHEREAS, DECLARANT, by virtue of the powers reserved unto it in Paragraph 9, AMENDMENT OF DECLARATION, in ARTICLE V, GENERAL RESTRICTIONS, of the DECLARATION OF NEIGHBORHOOD COVENANTS FOR THE ARBORS ("DECLARATION"), recorded in Official Records Book 19746, at Pages 125 through 149, both inclusive, of the Public Records of Broward County, Florida, hereby desires to amend and modify the DECLARATION as hereinafter stated;

NOW, THEREFORE, DECLARANT hereby amends and modifies the DECLARATION as follows:

TO DELETE THEREFROM Paragraph 3, MINIMUM AND MAXIMUM DWELLING UNIT SIZE, in ARTICLE II, NEIGHBORHOOD RESTRICTIONS, which reads:

3. MINIMUM AND MAXIMUM 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. The maximum square feet of living area for a Dwelling Unit on any LOT in the NEIGHBORHOOD shall be two thousand (2,000) square feet for a one-story Dwelling Unit and two thousand six hundred (2,600) square feet for a two-story Dwelling Unit, provided that in the latter case at least one thousand three hundred (1,300) square feet shall be on the first story. The method of determining the square feet of living area of a Dwelling Unit shall be to multiply the outside horizontal dimensions of the Dwelling Unit at each floor level. 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.

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AND TO INSERT the following new Paragraph 3, MINIMUM DWELLING UNIT SIZE, in ARTICLE II, NEIGHBORHOOD RESTRICTIONS, in its place and stead:

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. The method of determining the square feet of living area of a Dwelling Unit shall



be to multiply the outside horizontal dimensions of the Dwelling Unit at each floor level. 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.

SAVE EXCEPT as amended and modified hereby, the DECLARATION is hereby confirmed, ratified and declared to be in full force and effect.

IN WITNESS WHEREOF, DECLARANT has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 21st day of August, 1992.

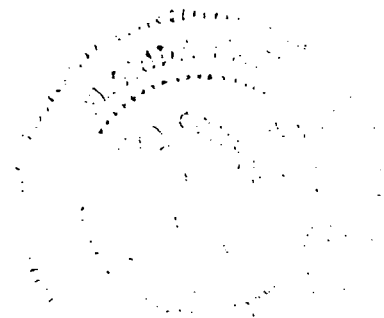
FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntmeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
A. N. Malanos, Secretary

Address: 3300 University Drive
Coral Springs, Florida 33065



[Corporate Seal]

STATE OF FLORIDA)
 :SS
COUNTY OF BROWARD)

APPROVED
MRF
RCD

The foregoing FIRST AMENDMENT was acknowledged before me this 21st day of August, 1992, by W. Buntmeyer, President and A. N. Malanos, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.

[Signature]

Name: Angela Dumas
Notary Public
Commission No. CC089188

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

My Commission Expires: 4/2/95

[Notary Seal] OFFICIAL SEAL
ANGELA DUMAS
NOTARY PUBLIC-FLORIDA
MY COMMISSION EXP:
APRIL 2, 1995
BONDED THRU GEN. INS. UND.

OFFICIAL SEAL
ANGELA DUMAS
NOTARY PUBLIC-FLORIDA
MY COMMISSION EXP:
APRIL 2, 1995
BONDED THRU GEN. INS. UND.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
of
THE ARBORS AT CORAL CREEK ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I

NAME AND ADDRESS

The name of this corporation shall be THE ARBORS AT CORAL CREEK ASSOCIATION, INC. (hereinafter referred to as the "HOMEOWNERS' ASSOCIATION"). The mailing and principal office address of the HOMEOWNERS' ASSOCIATION shall be 3300 University Drive, Coral Springs, Florida 33065. The HOMEOWNERS' ASSOCIATION is NOT a condominium association under Chapter 718, Florida Statutes, as amended.

ARTICLE II

PURPOSES

The general nature, objects and purposes of the HOMEOWNERS' ASSOCIATION are:

A. To provide privacy wall maintenance, landscaping and irrigation for portions of the property subject to the DECLARATION OF NEIGHBORHOOD COVENANTS FOR THE ARBORS (hereinafter referred to as the "RESTRICTIONS") and any Supplement thereto, to be recorded in the Public Records of Broward County, Florida. The property subject to the RESTRICTIONS shall be referred to herein as THE ARBORS and is more particularly described as follows:

Lots 1 through 41, both inclusive, in Block K; Lots 46 through 54, both inclusive, in Block K; Lots 1 through 39, both inclusive, in Block L; together with Parcel "R-2" and Parcel B-4, all in CORAL CREEK, according to the Plat thereof, as recorded in Plat Book 146, at Page 6, of the Public Records of Broward County, Florida, together with such SUPPLEMENTAL LANDS, if any, which may become part of the NEIGHBORHOOD; all of said lands are situate, lying and being in the City of Coral Springs, Broward County, Florida.

B. To provide, purchase, construct, improve, maintain, repair and replace privacy walls, landscaping, associated lighting and irrigation systems on, upon, over or under Parcel B-4, of the CORAL CREEK Plat.

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C. To improve, maintain, repair and replace landscaping, associated lighting and irrigation systems and to provide, purchase, construct, improve, maintain, repair, replace and operate recreational amenities and parking facilities on, upon, over or under Lots 1 through 4, both inclusive, in Block K, of the CORAL CREEK Plat, and such other property the HOMEOWNERS' ASSOCIATION may acquire for such purpose(s).

D. To provide, purchase, construct, improve, maintain, repair and replace (i) a paved roadway system designated as Parcel "R-2" of the CORAL CREEK Plat; (ii) landscaping, associated lighting and irrigation systems on, upon, over or under Parcel "R-2" of the CORAL CREEK Plat; and (iii) drainage facilities for THE ARBORS on, upon, over or under all of the Drainage Easements within Blocks K and L as shown on the CORAL CREEK Plat.

E. To operate, without profit, for the sole and exclusive benefit of its MEMBERS.

F. To enter into easement agreements or other use or possessory agreements including, but not limited to, those agreements executed by DECLARANT or the local municipality whereby the HOMEOWNERS' ASSOCIATION may obtain by assignment or other instrument the use or possession of certain real property surrounding THE ARBORS or a portion thereof, and not owned by it, and to maintain and pay for the insurance, administration, upkeep, repair, replacement and maintenance of such property.

ARTICLE III

GENERAL POWERS

The general powers that the HOMEOWNERS' ASSOCIATION shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the MEMBERS for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, and agreements to effectuate the purposes for which the HOMEOWNERS' ASSOCIATION is organized.

C. To delegate power or powers where such is deemed in the interest of the HOMEOWNERS' ASSOCIATION.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the Laws of the State of Florida.

E. To make, levy and collect assessments and late charges (as described in the By-Laws of this HOMEOWNERS' ASSOCIATION) against

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property in THE ARBORS to defray the expenses and the cost of effectuating the objects and purposes of the HOMEOWNERS' ASSOCIATION, and to create reasonable reserves for such expenditures as deemed necessary, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida or other organizations in Florida for the collection of such assessments.

F. To charge recipients for services rendered by the HOMEOWNERS' ASSOCIATION when such is deemed appropriate by the Board of Directors.

G. To pay taxes and other charges on or against property owned or accepted by the HOMEOWNERS' ASSOCIATION.

H. To do all of the acts required to be performed by it in accordance with the RESTRICTIONS and any Supplement thereto.

I. To maintain, repair, replace and operate the NEIGHBORHOOD COMMON AREA in accordance with these Articles of Incorporation, the RESTRICTIONS and any Supplement thereto.

J. In general, to have all powers conferred upon a corporation not for profit by the Laws of the State of Florida, except as may be prohibited herein.

K. Notwithstanding anything contained herein to the contrary, the HOMEOWNERS' ASSOCIATION shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation addressing any and all issues including, but not limited to, zoning, environmental, and land use, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall MEMBERS perform any such activities in the name of the HOMEOWNERS' ASSOCIATION.

L. Notwithstanding anything contained herein to the contrary, the HOMEOWNERS' ASSOCIATION shall not have the power to, and shall not, expend Capital Contribution monies (as defined in the RESTRICTIONS) or any capital expenditures, in connection with the construction of a new capital improvement (except for necessary construction resulting from the damage or destruction of existing improvements), in excess of Ten Thousand (\$10,000.00) Dollars without first obtaining the affirmative vote of a majority of all MEMBERS. Further, the Capital Contribution reserve shall not be used by the HOMEOWNERS' ASSOCIATION for the purpose of litigation at either or both the trial and appellate levels in any court of competent jurisdiction, nor shall such reserves be used for operating funds.

ARTICLE IV

MEMBERS AND DEFINITIONS

A. The MEMBERS of the HOMEOWNERS' ASSOCIATION shall consist of the record property OWNERS of all of the LOTS in THE ARBORS. Membership

shall be established effective immediately upon becoming an OWNER; provided, however, that such new MEMBER'S rights shall not become effective until the new MEMBER presents the HOMEOWNERS' ASSOCIATION with a recorded copy of the deed of conveyance or other muniment of title conveying the title to the LOT so conveyed, and such membership shall pass with title to the LOT in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such LOT. Each and every MEMBER shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the RESTRICTIONS and the By-Laws of the HOMEOWNERS' ASSOCIATION, as amended from time to time.

B. The following words when used in these Articles of Incorporation shall have the following meanings:

1. "Board" or "Board of Directors" means and refers to the Board of Directors of the HOMEOWNERS' ASSOCIATION.

2. "DECLARANT" means and refers to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, its successors and assigns.

All other terms which are used in the RESTRICTIONS shall have the same meaning herein.

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, a MEMBER shall be entitled to one (1) vote for each LOT owned. When more than one person holds a fee interest in any one (1) LOT, all such persons shall be MEMBERS, and the one (1) vote for such LOT shall be exercised as the OWNERS among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) LOT. Fractional voting is prohibited. There shall be no cumulative voting. The affirmative vote of a majority of the votes of the MEMBERS at any meeting of the MEMBERS duly called at which a quorum is present, shall be binding upon the MEMBERS.

B. The DECLARANT shall have the right to appoint all of the Board of Directors so long as it owns at least five (5) LOTS in THE ARBORS.

C. The DECLARANT shall have the right to appoint two (2) members to the Board of Directors so long as it owns less than five (5) LOTS, but more than one (1) LOT in THE ARBORS.

D. Notwithstanding anything contained herein to the contrary, DECLARANT shall have the absolute and unqualified right, at any time, to voluntarily terminate, relinquish or surrender its right to appoint members to the Board of Directors by furnishing written notification of its intention to the Board of Directors of the HOMEOWNERS' ASSOCIATION;

whereupon, the MEMBERS of the HOMEOWNERS' ASSOCIATION shall elect members to the Board of Directors to fill the then existing vacancies.

E. The HOMEOWNERS' ASSOCIATION will obtain funds with which to operate by assessment of its MEMBERS in accordance with the provisions of the RESTRICTIONS, as supplemented by the provisions of the Articles of Incorporation and By-Laws of the HOMEOWNERS' ASSOCIATION relating thereto.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the HOMEOWNERS' ASSOCIATION shall be managed by a Board of Directors consisting of not less than three (3) and not more than five (5) Directors. The initial members of the Board of Directors shall serve until the first annual meeting of the MEMBERS. So long as the DECLARANT shall have the right to appoint all of the Board of Directors, Directors need not be MEMBERS of the HOMEOWNERS' ASSOCIATION and need not be residents of THE ARBORS; thereafter, Directors shall be MEMBERS of the HOMEOWNERS' ASSOCIATION and residents of THE ARBORS (except for those Directors who are appointed by the DECLARANT).

B. The first annual meeting of the MEMBERS shall be held at the call of the DECLARANT. At the first annual meeting of the Directors, an election (or appointment, as the case may be) of the three (3) members of the Board of Directors shall be held. Election shall be by plurality vote. The term of office of the elected Director (or the two (2) elected Directors if there be more than three (3) Directors elected) receiving the highest plurality of votes shall be established at two (2) years and the term of the other elected Directors shall be established at one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each succeeding annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until removed from office with or without cause by the affirmative vote of a majority of the MEMBERS which elected or appointed them. In no event may a Board member appointed by the DECLARANT be removed except by action of DECLARANT. Any Director appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and may be removed from office, and a successor Director appointed at any time by the DECLARANT.

C. The names and addresses of the members of the first Board of Directors, who shall hold office until the first annual meeting of the HOMEOWNERS' ASSOCIATION, and until their successors are elected or appointed and have qualified, are as follows:

James P. McGowan
3300 University Drive
Coral Springs, Florida 33065

J. P. Taravella, Jr.
3300 University Drive
Coral Springs, Florida 33065

Scott A. Pasolli
3300 University Drive
Coral Springs, Florida 33065

ARTICLE VII

OFFICERS

The officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Secretary and a Treasurer, and such other officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except that the offices of President and Secretary may not be held by the same person.

ARTICLE VIII

CORPORATE EXISTENCE

The HOMEOWNERS' ASSOCIATION shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors may, from time to time, adopt, alter or amend By-Laws not inconsistent with these Articles.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

A. The Board of Directors, by majority vote, shall adopt a resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the MEMBERS.

B. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the MEMBERS. Such notice shall set out in full the proposed amended article, section, subsection or paragraph of a subsection.

C. Such proposed Amendment shall be submitted to and approved by the MEMBERS at such meeting. Any number of Amendments may be submitted to the MEMBERS and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the MEMBERS at such meeting at which a quorum is present.

D. An Amendment to these Articles of Incorporation may be made by a written statement signed by all MEMBERS eligible to vote in lieu of the above procedure.

E. Notwithstanding anything contained herein to the contrary, Article III, Section K hereof shall not be amended or modified in any manner except upon receiving the affirmative vote of at least seventy-five (75%) percent of all MEMBERS.

F. Notwithstanding anything contained herein to the contrary, so long as DECLARANT owns at least one (1) LOT in THE ARBORS, no Amendment to these Articles of Incorporation affecting the rights or privileges of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as DECLARANT, of the RESTRICTIONS shall be effective without the prior written consent of said DECLARANT.

ARTICLE XI

INCORPORATOR

The name and address of the Incorporator of this corporation is FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, of 3300 University Drive, Coral Springs, Florida 33065.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the HOMEOWNERS' ASSOCIATION (and the Directors and Officers as a group) shall be indemnified by the HOMEOWNERS' ASSOCIATION against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the HOMEOWNERS' ASSOCIATION. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

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ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE XIV

DISSOLUTION OF THE HOMEOWNERS' ASSOCIATION

A. Upon dissolution of the HOMEOWNERS' ASSOCIATION, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

1. Real property contributed to the HOMEOWNERS' ASSOCIATION without the receipt of other than nominal consideration by the DECLARANT (or its successors in interest) shall be returned to the DECLARANT (whether or not a MEMBER at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the HOMEOWNERS' ASSOCIATION to be appropriate for dedication and which the authority is willing to accept; and

3. The remaining assets shall be distributed among the MEMBERS, subject to the limitations set forth below, as tenants in common, each MEMBER'S share of the assets to be determined in accordance with his voting rights.

B. The HOMEOWNERS' ASSOCIATION may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Directors; three-fourths (3/4) of the MEMBERS; and the filing of Articles of Dissolution with the Department of State as provided for in Section 617.1403, Florida Statutes, as amended.

ARTICLE XV

GENDER

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

ARTICLE XVI

APPLICATION OF FLORIDA CONTROL SHARE ACQUISITION ACT

Section 607.0902, Florida Statutes, as amended, the Florida Control Share Acquisition Act, shall not apply to control share acquisitions of shares (memberships) in the HOMEOWNERS' ASSOCIATION.

ARTICLE XVII

DESIGNATION OF REGISTERED AGENT

FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, is hereby designated as the HOMEOWNERS' ASSOCIATION'S Registered Agent for service of process within the State of Florida, at 3300 University Drive, 10th Floor, Coral Springs, Broward County, Florida 33065.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 24th day of JULY, 1992.

FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntemeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
A. N. Malanos, Secretary

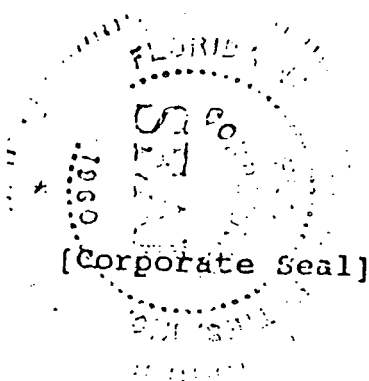
Address: 3300 University Drive
Coral Springs, Florida 33065

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

APPROVED
[MRF]
[RD]

The foregoing Articles of Incorporation were acknowledged before me this 24th day of JULY, 1992, by W. BUNTEMEYER, President, and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida

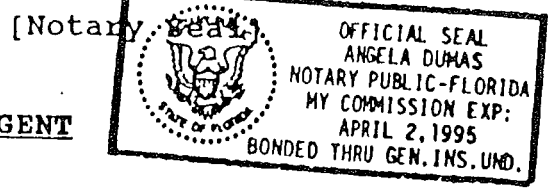
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corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.

Angela Dumas
Name: Angela Dumas
Notary Public
Commission No. CC089188

My Commission Expires: 4/2/95



CONSENT OF REGISTERED AGENT

FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, of 3300 University Drive, 10th Floor, Coral Springs, Broward County, Florida 33065, hereby consents to its designation as Registered Agent in the foregoing Articles of Incorporation, and states that it is familiar with, and accepts, the obligations provided for in Section 607.0501, Florida Statutes, as amended.

FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntmeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
A. N. Malanos, Secretary

Address: 3300 University Drive
Coral Springs, Florida 33065

FILED
JUL 29 PM 2:38
SECRETARY OF STATE
FLORIDA



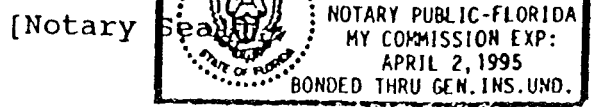
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

APPROVED
[MRE]
[RCN]

The foregoing Consent of Registered Agent was acknowledged before me this 24th day of JULY, 1992, by W. BUNTEMEYER, President, and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.

Angela Dumas
Name: Angela Dumas
Notary Public
Commission No. CC089188

My Commission Expires: 4/2/95



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

BK 7 9 7 4 6 P G O 1 4 9

BY-LAWS
OF
THE ARBORS AT CORAL CREEK ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I

DEFINITIONS

Section 1. "HOMEOWNERS' ASSOCIATION" as used herein, shall mean THE ARBORS AT CORAL CREEK ASSOCIATION, INC., a Florida corporation not for profit.

Section 2. The DECLARATION OF NEIGHBORHOOD COVENANTS FOR THE ARBORS, recorded in Official Records Book 19746, at Pages 125 through 149, both inclusive, of the Public Records of Broward County, Florida, shall be referred to herein as the "RESTRICTIONS".

Section 3. All other terms which are defined in the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION shall be used herein with the same meanings as defined in said Articles of Incorporation.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the HOMEOWNERS' ASSOCIATION shall be located at the Coral Springs Financial Plaza, 3300 University Drive, Coral Springs, Florida 33065, or at such other place as may be established by resolution of the Board of Directors.

ARTICLE III

VOTING RIGHTS AND ASSESSMENTS

Section 1. Voting rights shall be as set forth in Article V of the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION.

Section 2. All assessments and installments thereof not paid when due shall be assessed a late charge in the amount of Two (\$2.00) Dollars per diem, commencing from the due date, and costs of collection thereof, and shall result in the suspension of a MEMBER'S voting privileges and any other privileges of membership during any period of such nonpayment.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that DECLARANT, to the exclusion of other MEMBERS and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by DECLARANT. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

ELECTION OF DIRECTORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot (and not by proxy) as hereinafter provided. At such election, the MEMBERS may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Election shall be by plurality vote.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee or by MEMBERS at the time of the meeting.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more MEMBERS. The Nominating Committee shall be appointed by the Board of Directors sufficiently in advance of each annual meeting of the MEMBERS in order for said Nominating Committee to properly perform its duties and responsibilities. The Nominating Committee shall serve from their appointment until the close of the annual meeting.

Section 4. 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. Nominations shall be placed on a written ballot as provided herein in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to MEMBERS.

Section 5. All elections to the Board of Directors shall be made by written ballot which shall:

- (a) describe the vacancies to be filled;

- (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) contain space for a write-in vote by the MEMBERS.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. Each MEMBER shall receive as many ballots as he has votes. Notwithstanding that a MEMBER may be entitled to several votes, he shall exercise on any one (1) ballot only one (1) vote for each vacancy shown thereon. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

Section 7. An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those MEMBERS who have the right to vote are able to cast votes and that the vote of any MEMBER shall not be disclosed to anyone. Immediately after the announcement of the results, unless a recount is demanded by the MEMBERS, the ballots shall be destroyed.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the MEMBERS whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2 hereof.
- (b) To appoint and remove at pleasure all officers, agents and employees of the HOMEOWNERS' ASSOCIATION, except those appointed by DECLARANT; prescribe their duties; and fix the compensation of agents and employees of the HOMEOWNERS' ASSOCIATION, if any, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any MEMBER, Officer or Director of the HOMEOWNERS' ASSOCIATION in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments referred to in Article VI, Section 2 hereof and the late charges referred to in Article III, Section 2 hereof.
- (d) To adopt and publish rules and regulations governing the use of said common properties and/or facilities and the personal conduct of the MEMBERS and their guests thereon.

- (e) To exercise for the HOMEOWNERS' ASSOCIATION all powers, duties and authority vested in or delegated to the HOMEOWNERS' ASSOCIATION, except those reserved to the MEMBERS in the RESTRICTIONS; in no event shall the Board of Directors expend Capital Contribution monies (as defined in the RESTRICTIONS) or any capital expenditures, in connection with the construction of a new capital improvement (except for necessary construction resulting from the damage or destruction of existing improvements), in excess of Ten Thousand (\$10,000.00) Dollars, without first obtaining the affirmative vote of a majority of all MEMBERS.
- (f) In the event that any member of the Board of Directors of the HOMEOWNERS' ASSOCIATION (other than a member appointed by DECLARANT) shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Director to be vacant.

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

- (a) To cause to be kept minutes of all its acts and corporate affairs and to present a statement thereof to the MEMBERS at the annual or any special meeting of the MEMBERS.
- (b) To supervise all officers, agents and employees of the HOMEOWNERS' ASSOCIATION.
- (c) As more fully provided in the RESTRICTIONS:
 - (i) To fix the amount of the assessment against each LOT for each assessment period at least thirty (30) days in advance of such date or period and at the same time.
 - (ii) To prepare a roster of OWNERS in THE ARBORS and the assessments applicable thereto which shall be kept in the office of the HOMEOWNERS' ASSOCIATION and shall be open to inspection by any MEMBER at reasonable times.
- (d) To issue, or to cause any appropriate officer to issue, upon demand by any interested person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VII

DIRECTORS' MEETING

Section 1. A regular meeting of the Board of Directors shall be held at least semi-annually. A regular meeting of the Board of Directors shall also be held immediately following the regular annual meeting of the MEMBERS.

Section 2. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

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

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records of the HOMEOWNERS' ASSOCIATION and made a part of the minutes of the meeting.

Section 5. A majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Nothing herein shall restrict or prohibit members of the Board of Directors from participation in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

ARTICLE VIII

OFFICERS

Section 1. The Officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Secretary and a Treasurer and such other Officers as may be deemed necessary or appropriate by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. The Officers shall be chosen by a majority vote of the Board of Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Secretary of the HOMEOWNERS' ASSOCIATION shall be ex officio the Secretary of the Board of Directors, shall record the

votes and keep minutes of all proceedings in a minute book to be kept for that purpose. He shall sign certificates of membership, if any. He shall keep the records of the HOMEOWNERS' ASSOCIATION. He shall record in a book kept for that purpose the names of all MEMBERS of the HOMEOWNERS' ASSOCIATION together with their addresses as registered by such MEMBERS (see Article X, Section 3 hereof).

Section 6. The Treasurer may sign all checks of the HOMEOWNERS' ASSOCIATION, provided that such checks shall also be signed by one (1) Director. However, in the event that the Treasurer is unavailable, checks may be signed by any two (2) Directors. The Treasurer shall keep books of account according to generally accepted accounting principles consistently applied and cause an annual audit of the HOMEOWNERS' ASSOCIATION'S books to be made by an auditor, accountant, or a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget, an annual balance sheet statement and an annual statement of operations, and the balance sheet statement and the statement of operations shall be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

Section 1. The HOMEOWNERS' ASSOCIATION may have the following Committees: (a) Recreation Committee; (b) Maintenance Committee; and (c) Finance and Audit Committee. Unless otherwise provided herein, each committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors for Board contact. Committee members may be appointed by the Board of Directors to serve until the close of the next annual meeting. The Board of Directors may create, from time to time, such other committees as it deems desirable.

Section 2. The Recreation Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the recreational program and activities of the HOMEOWNERS' ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 3. The Maintenance Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the property of the HOMEOWNERS' ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 4. The Finance and Audit Committee, if created by the Board of Directors, shall supervise the annual audit of the HOMEOWNERS' ASSOCIATION'S books and approve the annual budget and balance sheet statement to be presented to the membership at a regular meeting. The Treasurer shall be an ex officio member of the committee.

Section 5. It shall be the duty of each committee, if created, to receive complaints and suggestions from MEMBERS on any matter

involving HOMEOWNERS' ASSOCIATION functions, duties, and activities within its field of responsibility. It shall dispose of such complaints and suggestions as it deems appropriate or refer them to such other committee, Director or Officer of the HOMEOWNERS' ASSOCIATION as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the MEMBERS shall be held on the third Thursday of the month of January in each year, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the MEMBERS shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the MEMBERS for any purpose may be called at any time by a majority of the members of the Board of Directors, or upon written request of the MEMBERS who have the right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting of MEMBERS shall be given to the MEMBERS by the Secretary. Notice may be given to the MEMBER either personally, or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the HOMEOWNERS' ASSOCIATION. Each MEMBER shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article V hereof, or any action governed by the Articles of Incorporation or by the RESTRICTIONS, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of MEMBERS, or their proxies, entitled to cast one-fourth (1/4) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the RESTRICTIONS, shall require a quorum as therein provided.

ARTICLE XI

PROXIES

Section 1. At all meetings of MEMBERS, each MEMBER may vote in person or by proxy except MEMBERS may not vote by proxy for elections to the Board of Directors.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days after the date of the first meeting for which it was given, and every

proxy shall automatically terminate upon sale by the MEMBER of his LOT or interest therein in THE ARBORS.

Section 3. A MEMBER shall not be entitled to appoint more than one (1) proxy to attend on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given and may be in the following form or any other form which the Directors shall approve:

I, _____, being a member in good standing of THE ARBORS AT CORAL CREEK ASSOCIATION, INC. hereby appoint _____ as my proxy to vote for me and on my behalf at the meeting of MEMBERS to be held on the _____ day of _____, 19__ and any adjournment(s) thereof.

Signed this ____ day of _____, 19__.

(Signature of Member)

Lot ____, Block ____,
CORAL CREEK

ARTICLE XII

BOOKS AND PAPERS

The books, records and papers of the HOMEOWNERS' ASSOCIATION shall at all times, during reasonable business hours, be subject to inspection by any MEMBER.

ARTICLE XIII

CORPORATE SEAL

The HOMEOWNERS' ASSOCIATION shall have a seal in circular form having within its circumference the words:

THE ARBORS AT CORAL CREEK ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at any regular or special meeting of the Board of Directors at which there is a quorum, by a vote of a majority of the Directors present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION may not be

amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the RESTRICTIONS may not be amended except as provided in said RESTRICTIONS.

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

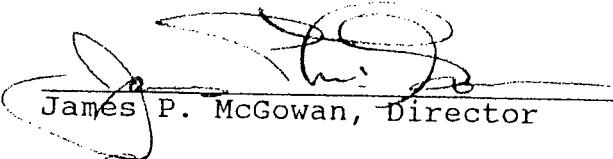
Section 3. Notwithstanding the foregoing, no amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of the rights or privileges of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as DECLARANT of the RESTRICTIONS without DECLARANT'S prior written consent.


ARTICLE XV


GENDER

Whenever in these By-Laws the context so requires, the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we, being all of the Directors of THE ARBORS AT CORAL CREEK ASSOCIATION, INC., have hereunto set our hands this 24th day of July, 1992.


James P. McGowan, Director


J. P. Taravella, Jr., Director


Scott A. Pasolli, Director

Prepared by:
Robert Kaye & Associates, P.A.
6361 NW 6th Way, Suite 103
Lauderdale, FL 33309

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

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF NEIGHBORHOOD COVENANTS FOR
THE ARBORS

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Neighborhood Covenants for The Arbors, as described in Official Records Book 19746 at Page 0125 of the Public Records of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of April, 2004, at Coral Springs Broward County, Florida.

By: Mary Catherine Oviedo

Print: MARY CATHERINE OVIEDO

Attest: Mitchell E. Renko

Print: Mitchell E. Renko

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of April, 2004 by Mary Oviedo as President and Mitchell Renko as Secretary of The Arbors at Coral Creek Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



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

NOTARY PUBLIC:

sign Rhonda Manocchio

print Rhonda Manocchio
State of Florida at Large

My Commission Expires:

12

AMENDMENTS TO
THE DECLARATION OF NEIGHBORHOOD COVENANTS
FOR
THE ARBORS

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

ARTICLE II
NEIGHBORHOOD RESTRICTIONS

I. USE RESTRICTIONS.

A. LOTS may be used for detached single family Dwelling Units and appurtenant uses and for no other purposes. "Single family" shall be defined as individuals residing together as a family to include, but not be limited to, a husband and wife, same sex couples or immediate family members. "Immediate family members" shall be defined as follows:

- (a) The spouse of an OWNER.
- (b) A child or children of an OWNER and the child or children of an OWNER's spouse.
- (c) A parent or parents of an OWNER and the parent or parents of an OWNER's spouse.
- (d) A brother or sister of an OWNER and a brother or sister of an OWNER's spouse.
- (e) A grandchild or grandchildren of an OWNER and a grandchild or grandchildren of an OWNER's spouse.
- (f) A grandparent of an OWNER or grandparent of an OWNER's spouse.
- (g) The spouse of any of the foregoing when his or her spouse is in rightful occupancy at the same time.

In no event shall more than two (2) persons per bedroom permanently occupy a Dwelling Unit.

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.

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. No trade or business may be conducted in or from any Dwelling Unit, except that an OWNER or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the business activity conforms to all zoning requirements for the Properties and applicable city ordinances; (iii) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. The terms "business and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the providers family and for which the provider received a fee, compensation, or the form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to usual business activities connected with the operation of any Recreational Property and the amenities of any Recreational Property, nor shall it apply to Commercial Property. 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.

ARTICLE II NEIGHBORHOOD RESTRICTIONS

4. LIGHTING. Each Dwelling Unit in the NEIGHBORHOOD shall have one (1) pole-mounted light fixture of a uniform style as approved by ~~DECLARANT~~ Board of Directors which shall be installed in the front yard of the LOT. Said fixture shall be connected to the individual Dwelling Unit's electrical system and shall have a photoelectric cell or other approved device which will automatically illuminate the light between dusk and dawn. Beginning with the effective date of this amendment, the style of the light fixture may be updated by the Board of Directors, in its sole discretion, once every ten (10) years. Should the Board elect to update the light fixture more than once in a ten (10) year period, any change to the style of the light fixture, subsequent to the initial update, shall be subject to approval by a majority of the Membership. Upon the approval to update the style of the light fixture, by either the Board or the Membership, as set forth herein, the OWNER shall undertake the replacement of his or her light fixture to the newly approved style. All OWNERS are required to maintain at least an 18" bed around the light fixture. Overgrown vines or plantings around the lightpost are not permitted. By acceptance of a deed or other instrument of conveyance to a LOT within the NEIGHBORHOOD, each OWNER of a LOT hereby agrees to be responsible for energizing the light and shall maintain the light fixture in good condition (including all necessary repairs and replacements). All replacement light fixtures must be approved by the Board of Directors in writing prior to installment of same. If an OWNER fails to comply with this Paragraph, DECLARANT hereby reserves unto NEIGHBORHOOD ASSOCIATION the same power (i) to enter upon the LOT and maintain, repair, or replace said fixture and such entry shall not be deemed a trespass; and (ii) to levy assessments upon such OWNER'S LOT and the same remedies to enforce payment of the entire cost and expense of said maintenance, repair, or replacement of said fixture, as are possessed by DECLARANT in this DECLARATION.

5. GARAGES AND MAILBOXES.

- B. DECLARANT has selected a uniform style mailbox and post which must be used by all OWNERS for use by OWNERS in the NEIGHBORHOOD. Beginning with the effective date of this amendment, the style of the mailbox may be updated by the Board of Directors, in its sole discretion, once every ten (10) years. Should the Board elect to update the mailbox more than once in a ten (10) year period, any change to the style of the mailbox, subsequent to the initial update, shall be subject to approval by a majority of the Membership. Upon the approval to update the style of the mailbox, by either the Board or the Membership, as set forth herein, the NEIGHBORHOOD ASSOCIATION shall undertake the replacement of all mailboxes to the newly approved style. Provided, however, any expense to address the updating of the mailboxes shall be treated as an assessment against the LOT(S) of the LOT OWNER or OWNERS, collectible in the same manner as elsewhere provided in this Declaration. The location of all mailboxes and posts must be approved in writing by ~~DECLARANT~~ the Board of Directors prior to installation. Each OWNER shall maintain its mailbox and post in good, clean and attractive condition as required by ~~DECLARANT~~ the NEIGHBORHOOD ASSOCIATION. Mailbox posts are required to have an 18" bed around the base of the post. Vines and plantings around the mailbox and/or post are not permitted.

7. AUTHORITY TO ENFORCE MASTER ASSOCIATION
DECLARATION AND GENERAL PROTECTIVE COVENANTS

Any restrictions set forth within the Master Association Declaration and General Protective Covenants for Coral Creek ("Master Declaration") shall be incorporated herein by reference. The Board of Directors shall be authorized to enforce these restrictions within The Arbors as if they were set forth originally herein.

ARTICLE III
COVENANTS

3. MAINTENANCE OF OTHER AREAS. By acceptance of a deed for a LOT within the NEIGHBORHOOD, the OWNER thereof has expressly given continuing permission to the NEIGHBORHOOD ASSOCIATION and its designees, the absolute and unqualified right to enter upon the LOT to perform such installation and maintenance of improvements and other maintenance as are permissible activities of and are undertaken by the NEIGHBORHOOD ASSOCIATION, and such permission cannot be revoked unless otherwise specifically set forth elsewhere in this Declaration. The purposes for which this right of entry applies shall include, but not be limited to, maintenance of the pole-mounted light fixture (including all necessary repairs and/or replacements), maintenance of the exterior of Dwelling Units, maintenance of lawns, maintenance of landscaping at or exceeding a minimal level as determined by the NEIGHBORHOOD ASSOCIATION, along with the installation and maintenance of irrigation systems. Provided, however, as to any maintenance required for the irrigation system, including, but not limited to, the switching of the system from NEIGHBORHOOD ASSOCIATION-maintained to OWNER-maintained, which switch shall be within the sole discretion of the Board of Directors, any expense to address the maintenance of the system shall be treated as an assessment against the LOT(S) of the LOT OWNER or OWNERS where such maintenance occurred, collectible in the same manner as elsewhere provided in this Declaration.

ARTICLE III
COVENANTS

4. MAINTENANCE OF LOTS

A. COMMUNITY LAWN MAINTENANCE. Other than the exceptions set forth in Section B below, the NEIGHBORHOOD is maintained by a commercial lawn service and shall remain as such unless seventy-five (75%) of all LOT OWNERS vote to eliminate such service and require all LOT OWNERS to individually maintain their own LOTS. The extent of services offered by the lawn service company shall be

determined by the Board of Directors, in its sole discretion, from time to time, however shall always include a minimum of 30 lawn cuts per year and one (1) hedge/planting trimming per month.

B. LOT OWNERS are responsible for the following lawn maintenance:

i. Maintain and replace ornamental plantings as needed within landscaped areas and as determined by the Board of Directors from time to time;

ii. Install or replace approved Florida sod as necessary due to damage, disease or as otherwise determined by the Board of Directors;

iii. Ensure that landscaping remains free of all visible signs of insects and disease and properly fertilized;

iv. Trimming of all trees on LOT as determined by the Board of Directors and pursuant to the City Code of Coral Springs;

v. Maintain a minimum 18" bed area around the mailbox post, light post and all screened areas.

vi. Maintain ground coverage in bed areas with either mulch or another ground cover approved by the Board of Directors.

vii. The Board of Directors may adopt additional lawn maintenance items by rule from time to time.

Should a LOT OWNER fail to properly maintain his or her LOT as set forth herein, the NEIGHBORHOOD ASSOCIATION may enter the LOT and perform the lawn maintenance services set forth in Section B above and charge any expenses for such service to the LOT OWNER. Any expenses so charged shall be treated as an assessment against the LOT(S) of the LOT OWNER or OWNERS, collectible in the same manner as elsewhere provided in this Declaration.

C. LOT OWNERS are responsible for the following LOT maintenance:

i. Maintain in good, clean and attractive condition, and replace when necessary or directed by the Board, all light fixtures, including, but not limited to, the pole-mounted light fixture.

ii. Maintain in good, clean and attractive condition the exterior of the Dwelling Unit including, but not limited to, the roof.

iii. Maintain in good, clean and attractive condition, and replace when necessary or directed by the Board, the mailbox and mailbox post

Should a LOT OWNER fail to properly maintain his or her LOT as set forth herein, the NEIGHBORHOOD ASSOCIATION may enter the LOT and perform the LOT maintenance services set forth in Section C above and charge any expenses for such service to the LOT OWNER. Any expenses so charged shall be treated as an assessment against the LOT(S) of the LOT OWNER or OWNERS, collectible in the same manner as elsewhere provided in this Declaration.

5. ADDITIONS OR ALTERATIONS TO LOTS. Any addition or alteration to the exterior of a Dwelling Unit, including, but not limited to, landscaping, fences, lighting, including the pole-mounted light post, or any changes in style and/or color of the exterior of the Dwelling Unit, must be submitted to the Board of Directors in writing for approval prior to undertaking any such change. Approval shall require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, which is proposed upon any LOT and such other information as the Board may require. If the Board of Directors shall fail to approve or disapprove the plans and specifications within 30 days after submission to the NEIGHBORHOOD ASSOCIATION of all information reasonably required in connection with approval then such application shall be deemed approved; provided that no improvement shall, in any event, be erected which violates any of the Covenants herein contained. Any approval from the Board remains subject to any restrictions set forth in the Master Declaration including approval requirements set forth therein.

ARTICLE IV

NEIGHBORHOOD ASSOCIATION

1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The NEIGHBORHOOD ASSOCIATION has been incorporated for the benefit of the OWNERS in the NEIGHBORHOOD. The OWNER of any LOT within the NEIGHBORHOOD by acceptance of a deed or other instrument of conveyance thereof (whether or not it shall be so expressed in any such deed or other instrument of conveyance), including any purchaser at a judicial sale, shall automatically become a MEMBER and shall hereafter be deemed to covenant and agree to pay to the NEIGHBORHOOD ASSOCIATION any annual assessment or charges, and any special assessment for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as provided in this DECLARATION. All such assessments not paid within fifteen (15) days of its due date shall be deemed to be delinquent and the OWNER of the LOT may be charged a late fee in an amount as determined by the Board of Directors from time to time, not to exceed the highest amount allowed by law, as same may be amended from time to time. Any delinquent assessment shall bear interest from the date of delinquency (due date) until paid at the highest rate allowed by law, as same may be amended from time to time. All payments upon a delinquent account shall first be applied to any interest accrued by the Association, late charges, if any, then to any costs and reasonable attorney's fees incurred in collection, regardless of whether any suit is filed, and then to the assessment payment first due. All assessments, together with late charges and interest, at the highest amount allowed by law, as same may be amended from time to time, (as described in the By-Laws of this NEIGHBORHOOD ASSOCIATION), and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the LOT and shall be a continuing lien upon the LOT against which each such assessment is made, and shall also be the personal obligation of the OWNER. Such lien shall relate back to the effective date of this amendment, except such lien shall be subordinate only to any valid institutional first mortgage placed upon the LOT. Any subsequent institutional mortgagee, or mortgagee other than institutional mortgagees and purchase money mortgages shall not be superior to the NEIGHBORHOOD ASSOCIATION'S lien. No OWNER may waive or otherwise escape the liability for the assessments provided for herein by non-use of the NEIGHBORHOOD COMMON AREA or by abandonment. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

ARTICLE V

GENERAL RESTRICTIONS

6. ASSESSMENTS. In addition to any assessments levied by the NEIGHBORHOOD ASSOCIATION pursuant to the provisions hereof, 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. NEIGHBORHOOD ASSOCIATION shall have the right to impose a late charge, as determined by the Board from time to time, not to exceed the highest amount allowed by law, as same may be amended from time to time (as described in the By-Laws of this NEIGHBORHOOD ASSOCIATION) on any assessment levied by NEIGHBORHOOD ASSOCIATION or Corporation which becomes delinquent. Any LOT OWNER who is delinquent in regular or special assessment payments by more than ninety (90) days shall have all voting rights suspended until such time as they bring their account current.

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 or uniform plan of development originally set forth herein. This Declaration may be amended by the affirmative vote of a majority of all LOT OWNERS at a meeting called for such purpose or by their written consent.~~

12. REMEDIES FOR VIOLATIONS.

A. Fining. In addition to the means for enforcement provided elsewhere herein, and pursuant to Florida Statutes, as they may be amended from time to time, the NEIGHBORHOOD ASSOCIATION shall have the right to assess fines against a LOT OWNER and/or LOT OWNER's guests, relatives or lessees.

(1) A fine pursuant to this Section shall be deemed to be a special assessment against the LOT which the violator occupied at the time of the violation, whether or not the violator is an OWNER of that LOT, and shall be collectible as an assessment in the same fashion as any other assessment as provided in Article IV hereunder. Such fine, if not paid or resolved by suit, shall remain on the books and records of the NEIGHBORHOOD ASSOCIATION until such time as such OWNER shall sell the LOT, at which time Association may withhold approval rights, if applicable, until the payment for the fine has been received. Nothing herein shall be construed to interfere with any right that a LOT OWNER may have to obtain from a violator occupying his or her LOT payment in the amount of any fine or fines assessed against that LOT or any other remedy available.

(2) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various governing documents including, but not limited to, legal action for damages or injunctive relief.

- B. In the event that the NEIGHBORHOOD ASSOCIATION is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the NEIGHBORHOOD ASSOCIATION, and the OWNER complies with the requirements subsequent to attorney involvement, the NEIGHBORHOOD ASSOCIATION shall be entitled to reimbursement of its costs and attorneys fees so incurred from the OWNER, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the LOT and shall be collectible in the same fashion as any other assessment as provided in Article IV hereunder.
- C. For a violation or a breach of any of these covenants and restrictions by any person, NEIGHBORHOOD ASSOCIATION and/or the LOT OWNERS, or any of them jointly and/or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation and continuing violation thereof.

- D. In addition to the foregoing right, the Board may, at its selection, after reasonable notice to an OWNER of any offense, violation or abridgement of the Declaration, Articles of Incorporation, By-Laws or Rules, enter the property to correct such offense, violation or abridgement, the full expense of which shall be deemed to be a special assessment against the LOT, collectible in the same fashion as any other assessment as provided in Article IV hereunder and any such entry and abatement or removal shall not be deemed a trespass.
- E. The failure promptly to enforce any of these Covenants and Restrictions shall not bar nor operate as a waiver of their subsequent enforcement. The invalidation of any one or more of the Covenants and Restrictions shall not affect the viability and enforceability of any of the other Covenants and Restrictions.
- F. Should an OWNER fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days after a claim of lien has been recorded and notice thereof provided to the OWNERS of such LOT(S), the NEIGHBORHOOD ASSOCIATION, and their respective successors and assigns, shall have the right to initiate foreclosure proceedings upon such lien, and as otherwise provided by law, and shall also be entitled to recover interest thereon at the highest rate allowed by law, as same may be amended from time to time, per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

13. APPLICATION FOR OCCUPANCY. A LOT OWNER intending to make a bona fide sale or lease of his or her LOT shall give to the NEIGHBORHOOD ASSOCIATION a written notice of their intention to sell or lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require. In addition, the payment of a transfer fee in an amount not to exceed the highest amount allowed by law as same may be amended from time to time must be submitted to the Board. No portion of a Dwelling Unit, other than the entire Dwelling Unit, may be leased.

This instrument was prepared by:
KAYE BENDER REMBAUM P.L.
Andrew B. Black, Esq.
1200 Park Central Boulevard South
Pompano Beach, Florida 33064

**CORRECTIVE CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF NEIGHBORHOOD COVENANTS
FOR THE ARBORS**

WE HEREBY CERTIFY THAT this Corrective Certificate of Amendment to the Declaration of Neighborhood Covenants for The Arbors, is being recorded to correct the scrivener's error found on the original Certificate of Amendment recorded at Instrument #115992203 in the Public Records of Broward County, which misidentified the name of the Declaration as the "Declaration of Covenants for Coral Creek Replat No. 3", rather than indicating that it was recording an amendment to the "Declaration of Neighborhood Covenants for the Arbors", as described in Official Records Book 9746, at Page 125, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of August, 2019, at Coral Springs, FL, Broward County, Florida.

WITNESS:

By: John Whittle, Property Mgr.
Print: John Whittle, Property Mgr.

By: Mitchell Renko
Print: Mitchell Renko President

By: John Whittle, Property Mgr.
Print: John Whittle, Property Mgr.

Attest: Bruce D. Smith
Print: Bruce D. Smith Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of August, 2019 by Mitchell Renko, as President and Bruce Smith, as Secretary of The Arbors at Coral Creek Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



RHONDA MANOCCHIO
MY COMMISSION # GG 680386
EXPIRES: April 17, 2021
Bonnef Trust Budget Notary Services

NOTARY PUBLIC:

sign Rhonda Manocchio
print Rhonda Manocchio
State of Florida at Large

My Commission Expires:

AMENDMENT TO
THE DECLARATION OF NEIGHBORHOOD COVENANTS
FOR
THE ARBORS

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

ARTICLE V

GENERAL RESTRICTIONS

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14. MORATORIUM ON LEASING. Upon the effective date of this amendment, no LOT and/or the Dwelling Unit located thereon, shall be leased during the first twelve (12) months following the acquisition of title. In the event title to the LOT and the Dwelling Unit located thereon is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term, as well as any renewal of the previously approved lease. Upon the termination of that lease (or the termination of any renewal of the previously approved lease); the LOT and the Dwelling Unit located thereon shall not be leased for the next twelve (12) months period. This Section shall not apply to any LOT and the Dwelling Unit located thereon which is owned by the NEIGHBORHOOD ASSOCIATION.

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